

## OFFICIAL RULES

### 76ers Monthly Giveaways

**NO PURCHASE, ACCOUNT RELATIONSHIP OR TRANSACTION NECESSARY TO ENTER OR WIN. A PURCHASE, ACCOUNT RELATIONSHIP OR TRANSACTION DOES NOT INCREASE YOUR CHANCES OF WINNING.** Void outside the states listed below. The Sweepstakes is subject to applicable federal, state and local laws and regulations and is void where prohibited or restricted.

**Sponsor:** Firsttrust Bank, 1 Walnut Grove Dr, Horsham, PA 19044

**Administrator:** Firsttrust Bank

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with the Philadelphia 76ers. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor, and not to Philadelphia 76ers.

**1. Eligibility.** The 76ers Monthly giveaways (“Sweepstakes”) is only open to legal residents of the United States who are currently living within Pennsylvania, New Jersey or Delaware who are 18 years of age or older at the time of entry (“Entrant”). Employees, officers and directors of Firsttrust Bank and its subsidiaries (the “Sponsor”), their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes.

**2. Timing.** The Sweepstakes begins accepting entries at 12:00:00 a.m. ET on November 1, 2018 and stops accepting new entries at 11:59 p.m. ET on April 30, 2019 (the "Promotion Period"). For the purposes of this Sweepstakes a day is defined as a calendar day beginning at 12:00:01 a.m. ET and ending at 11:59:59 p.m. ET. Sponsor's computer is the official time-keeping device for the Sweepstakes.

### **3. How to Enter.**

- **AUTOMATIC ENTRY:** An eligible Firsttrust 76ers Visa debit cardholder will automatically receive one (1) Sweepstakes entry for each eligible Visa purchase made during the Promotion Period at a participating merchant location in the U.S. Only eligible Visa purchases, or payments made with a Firsttrust 76ers Visa debit card that is not in default under the customer agreement for that account and issued by Firsttrust Bank, processed through Visa U.S.A. Inc.'s transaction-processing system during the Promotion Period, are eligible for automatic entry. In the event of a dispute as to who submitted a particular cardholder entry, such entry will be deemed to be submitted by the primary person in whose name the card used to enter the Sweepstakes was issued. Account adjustment transactions/returns, non-U.S.-dollar purchases, Interlink®-processed transactions, purchases authorized by entering a PIN (personal identification number) or payment of late fees or over-limit fees, are excluded from automatic entry. Other restrictions and exclusions may apply. Visa cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. Automatic entries must be made by April 30, 2019 in order to be eligible for the random drawing.

- **TO ENTER BY MAIL WITHOUT PURCHASE OR OBLIGATION:** Hand-print your complete name, street address, city, state, ZIP code, and daytime and evening telephone numbers (including area code) on a plain piece of 3" x 5" paper, and mail it in a business-size (#10) envelope with sufficient postage affixed, to: Firsttrust Bank, Attention: Marketing Department, 1 Walnut Grove Drive, Horsham, PA 19044. Mailed entries must be postmarked between the first of the month beginning December 1, 2018, and received by end of each month in order to be included in the random month drawing. Entries will also be accepted at any Firsttrust branch location. Entries will be accepted until April 30, 2019. Enter as often as you wish; however, each mailed entry will count as one (1) entry into the random drawing and must be mailed in a separate, postmarked-and-stamped envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate and entries by any means which subvert the entry process are void. Entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery.

**4. Sweepstakes Drawing.** One winner will be selected each month beginning in December , 2018 and concluding with the drawing in April, 2019. Winners will be selected by the 10th day of the following month for the prior month prize (i.e. December winner will be chosen by January 10<sup>th</sup>). The final drawing will take place on May 10, 2019.

By entering, you grant permission to be contacted by Firsttrust Bank via email, mail or telephone in connection with the Sweepstakes, although you may opt out of receiving such materials at any time. You must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements set forth herein. A potential winner is not an official winner ("Winner") until the potential winner's eligibility has been verified and they have been notified. Sponsor's decisions are final and binding in all matters related to the Sweepstakes.

**5. Winner Notification:** The potential winner will be notified by phone, mail or email within three (3) business days of the drawing. If a Potential Winner cannot be contacted or has not responded within five (5) days of the drawing, or he/she refuses his/her prize for any reason, such Potential Winner will be disqualified and Sponsor will select an alternate Potential Winner by random drawing from all remaining eligible Entries. If Potential Winner of the Grand Prize fails to execute the requested documents within 14 days of receipt of notification, he/she shall forfeit the prize and an alternate Potential Winner will be selected at random from the remaining eligible Entries. Potential Winner of the Monthly Prize will be required to sign an Affidavit of Eligibility, Liability & Publicity Release (collectively an "Affidavit"), a W-9 form containing the Potential Winner's Social Security number, and any other legal documents that Sponsor may request. In the event of a dispute as to any Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. Each potential winner may be required to show proof of being the authorized account holder of the e-mail address used to enter.

#### **6. Prizes/Odds.**

**Monthly Prizes:** One (1) monthly prize is available each month for a total of 5 months. Each prize is pre-determined for each month prior to the drawing taking place. Approximate value of each prize is \$200.00. Prizes may include game tickets for a game chosen by Firsttrust Bank, a 76ers jersey and/or

signed merchandise. Firstrust will choose the prizes in its sole discretion and has the right to substitute any prize with one of equal or greater value.

**Odds:** Odds of winning any prize is based on the number of eligible Entries received. Odds of an individual's chance of winning will vary based on level of participation. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. Winners are responsible for all (if any) federal, state, and local taxes and fees associated with a prize.

By accepting a prize, you grant permission for Sponsor and its designees to use your name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, notice, review or approval in all media now known or hereafter discovered, worldwide in perpetuity. You acknowledge and agree that your name may be posted on <https://www.facebook.com/FirstrustBank>. Winners may be required to sign an Affidavit of Eligibility, Liability & Publicity Release when accepting prize.

By entering this Sweepstakes and/or receipt of any prize, you agree to indemnify and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising agencies, and prize suppliers, and each of their respective parents and affiliate companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any and all liability for losses, damages, rights, claims or causes of action of any kind, including without limitation, property damage, personal injury and/or death that Released Parties may incur in whole or in part, directly or indirectly, out of your participation in the Sweepstakes or from your acceptance, possession, use, or misuse of the prize awarded in connection with the Sweepstakes.

**7. General Conditions.** This Sweepstakes is governed by the laws of the United States and of the Commonwealth of Pennsylvania, without respect to conflict of law doctrines. All winners are solely responsible for any and all taxes and related expenses on any prize, and may receive an IRS Form 1099 for the approximate retail value of such prize. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. No more than the stated number of prizes in these Official Rules will be awarded. Sponsor, in its sole discretion, reserves the right to disqualify any individual who tampers with the entry process or the operation of the Sweepstakes or who acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner, or engages in behavior that is intended to annoy, abuse, threaten or harass any other person.

**WARNING:** Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**8. Limited Liability.** In consideration for entering this Sweepstakes, you agree that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you, by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any aspect of the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur

in the announcement of the Winner or prizes or in any Sweepstakes-related matter or materials; (5) lost or stolen, garbled, or delayed Entries; or (6) any injury or damage to you or to other persons or property which may be caused from your participation in the Sweepstakes and/or your downloading of any materials related to this Sweepstakes.

**9. Entrant's Personally Identifiable** Information will only be shared as stated in these Official Rules.

**10. Winner List.** For a winner list, send a self-addressed stamped envelope with proper postage affixed to "76ers Monthly Giveaways" c/o Firstrust Bank, 1 Walnut Grove Dr, Horsham, PA 19044. Official Rules will be made available for 30 days following the end of the Sweepstakes. Winner will only be identified by first and last name.