

# American National Summer of Fun Debit Card Sweepstakes

## Official Rules

\*No Purchase or Payment Necessary to Enter or Win. Entrants waive the ability to bring claims in a class action format.

### For the purpose of this Sweeps:

All entries, whether submitted by using an American National Bank & Trust debit card, or by alternate means of entry, as described below, have an equal chance of winning.

### Eligibility

The American National Summer of Fun Debit Card Sweepstakes (“Sweeps”) is open only to individuals who are physically located in and legal permanent residents of the fifty (50) U.S. (including D.C.), and who have reached the legal age of majority in their state of residence (which is eighteen (18) in most states, but is nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi) prior to time/date of entry. Void in Guam, Puerto Rico and where prohibited by law. Employees, officers and directors of American National Bank & Trust Company (“Sponsor” or “AMNB”), and each of their respective parent companies, affiliates, distributors, subsidiaries, prize providers, advertising/promotion agencies and the immediate family members (i.e., spouses, parents, children, grandchildren and siblings and their respective spouses) and/or those living in the same household of any of the foregoing are not eligible to enter or win a prize in this Sweeps. Sponsor and each of its respective parent companies, affiliates, distributors, subsidiaries, prize providers and advertising/promotion agencies are each a “Released Party” and shall hereinafter collectively be referred to as the “Released Parties.”

### Sweeps Entry Period

Sweeps begins at 12:00:01AM Eastern Standard Times (“EST”) on 07/01/2022 and ends at 11:59:59PM EST on 08/31/22 (“Promo Period”).

### How to Enter

#### There are two (2) methods of entry as follows:

1. Enter the Sweeps using your eligible AMNB debit card. You will automatically receive one (1) entry into the Sweeps each time you use your AMNB debit card (“Card”) to make an eligible purchase transaction during the Promo Period.

Purchase transactions involving account adjustment transactions/returns, international transactions, late payment fees, over-limit or over-draft fees, return check fees, check re-order fees, ATM fees, cash advances, monthly/annual fees, balance transfers and/or other fees assessed on your account are not eligible for automatic Sweeps entry. Entries from international cards, unauthorized card use

or those made with lost, stolen or fraudulent cards are void. Only purchase transactions made with an eligible Card for an account that is in good standing (both at time of entry and winner selection) and issued by Sponsor to an identifiable Cardholder (as set forth herein) and that are processed and submitted through Visa's U.S. transaction processing system during the Promo Period are eligible for automatic entry; or

2. Enter the Sweeps by mail or at an AMNB branch without making a purchase. To enter by mail and receive three (3) entries, hand print your full name, complete mailing address, telephone number, date of birth and the words "American National Summer of Fun Debit Card Sweepstakes" on a plain 3" x 5" piece of paper and mailing it in a sealed, stamped and hand printed #10 envelope to: American National Summer of Fun Debit Card Sweepstakes, PO Box 191, Danville VA 24543. To enter at an AMNB branch, deliver an entry in the form described above, or complete and deliver an entry form made available at a branch, when you visit the branch. Enter as often as you wish by mail or at an AMNB branch. Each mailed entry must be mailed separately and postmarked by the following dates for each contest periods: Drawing 1: Postmarked by 7/8/22, Received by 7/14/22; Drawing 2: Postmarked by 7/22/22, Received by 7/28/22; Drawing 3: Postmarked by 8/5/22, Received by 8/11/22; Drawing 4: Postmarked by 8/19/22, Received by 8/25/22; Drawing 5: Postmarked by 9/2/22, Received by 9/8/22;

There is no limit to the number of entries a consumer may submit an entry during the Promo Period, regardless of entry method. No photocopied, computer generated facsimiles, mechanically reproduced, or mass entries permitted. All entries become the property of Sponsor and will not be returned. Released Parties are not responsible for lost, incomplete, illegible, late, misdirected, delayed, garbled, damaged, inaccurate, stolen, postage-due, or mutilated entries or mail; any error, omission, interruption, defect or delay in transmission, 3rd party transaction classification, transaction processing, or communication; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; errors in these Official Rules, in any Sweeps-related advertisements or other materials; human-processing error; failures of electronic equipment, computer hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Sweeps, human error, or otherwise. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted, and any entries received by such means will be void. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweeps.

## **Selection of Winners**

Potential winners will be selected in a random drawing conducted by Sponsor. Sponsor's determination of the winner in each drawing shall be final and binding in all matters relating to this Sweeps as to all eligible entries received on or about the following dates: 7/18/22, 8/1/22, 8/15/22, 8/29/22, and 9/12/22. The Sponsor will notify the winners by telephone, email and/or mailing address (method to be selected in Sponsor's sole and absolute discretion) at a commercially reasonable time following the drawing. In the event that a winner is selected based on an eligible debit card transaction entry, the prize will be awarded to the primary account holder associated with the debit card (as determined by Sponsor's account records). Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. Sponsor shall have no liability for any winner notification that is lost, intercepted, or not received by the winner for any reason. Subject to verification of eligibility and compliance with these Official Rules, the winners will be declared the official winners of the Sweeps.

## **CONSUMER DISCLOSURE**

**This Sweeps is conducted by and on behalf of American National Bank and Trust.**

**The actual retail value ("ARV") of each prize in the Sweeps is \$1,000. Five (5) cash prizes of \$1,000 each shall be awarded over the course of the Sweeps.**

**The odds of receiving a prize are based on the total number of entries received by Sponsor under the two methods described above. Our best estimate of the odds of winning in connection with each prize drawings is 1 in 28,000.**

### **Taxes and Prize Conditions**

Federal, state, and local taxes and all other expenses not specified herein are each winner's sole responsibility. The prize awarded to a winner may be reported by Sponsor for tax purposes as required by law. Prize winners may be required to provide Sponsor with a valid social security number for tax reporting purposes before a prize will be awarded. An IRS Form 1099 may be issued in the name of a winner for the actual value of the prize received. The Released Parties are not responsible for, and will not replace, any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Released Parties will have no further obligation with respect to that prize or portion of the prize. Unclaimed prizes will be forfeited. Limit one (1) prize per person, immediate family member, or household for the entirety of this Sweeps.

**Five (5) Total Prizes:** winners will receive one (1) \$1,000 which will be credited to the account associated with the AMNB debit card used for contest entry. (ARV = \$1,000). In the event a prize winner is a person who does not have an AMNB debit card, he or she will receive a \$1,000.00 pre-paid gift card.

**TOTAL ARV OF EACH PRIZE: \$5,000**

## Privacy

Your use of your Card to make a purchase during the Promo Period and/or your submission of a 3"x 5" mail-in entry constitutes your consent to participate in and enter this Sweeps and your consent for Sponsor to obtain, use and transfer your name, Card number, email and mail addresses, phone number and other information provided by entrants in connection with this Sweeps (collectively, "Sweeps Data") for the purpose of administering this Sweeps, awarding prizes, and complying with applicable legal requirements. For information regarding Sponsor's privacy practices, please visit <https://www.amnb.com/privacy>. Any information entrant provides to Sponsor may be used to communicate with entrant in connection with this Sweeps. For eligible AMNB debit card transactions, Sponsor may use the primary Cardmember's personal contact information (e.g., name, email address, phone number) in order to award prizes.

Sponsor may elect to send email marketing communications to its Cardholders or other email recipients in its database in connection with the Sweeps. You can, at any time and free of charge, choose not to receive any of those email communications by clicking on the unsubscribe link within the email. Opting out of receiving email communications from Sponsor will not preclude an entrant from winning. Opting out of receiving marketing communications does not opt you out of receiving servicing/transactional emails related to your account with Sponsor.

Except where prohibited by law, acceptance of a prize constitutes a winner's irrevocable consent to Released Parties, and each of their respective agents', successors, assigns or other designees, to use such winner's name, likeness, photograph, voice, statement, opinions, biographical information, prize and/or state/city of residence for advertising and promotional and publicity purposes in any and all media or format, worldwide, in perpetuity, without any permission, notification, payment or consideration, except for the awarding of the prize(s) to the winner(s). You may be required to sign a document confirming your consent to this effect. Released Parties are not responsible for late, lost, stolen, illegible, incomplete, misdirected, delayed, garbled, damaged, inaccurate or undelivered emails, entries, theft, destruction or unauthorized access to, or alteration of Sweeps Data, defect/delay in transmission or communication, including, but not limited to, recording failures, or for telephonic, human or computer failures, problems or errors, interruptions in service leveraged to create an entry, whether due to system upgrades, repairs, modifications or other causes, defect or delay in transmission, connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, recording/filming systems, electronic equipment, computer hardware or software failures, inaccurate entry information, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions, errors or delays, whether caused by equipment, programming, human error, acts of God or otherwise relating to or in connection with the Sweeps, including, without limitation, errors which may occur in connection with the administration of the Sweeps, the processing of entries, Sweeps Data processing, the announcement of prizes and winners, the cancellation or postponement of the Sweeps, for any injury or damage to participant's or any other person's computer or other device relating to or resulting from participation in

this Sweeps, or for printing, typographical, human or other errors appearing in these Official Rules, in any Sweeps advertisements or other materials.

### **Miscellaneous**

No transfer, assignment, cash redemption or substitution of a prize (or portion thereof) will be permitted, except as authorized by Sponsor, in its sole discretion, due to prize unavailability or other cause. Each winner may be required to notify Sponsor of prize acceptance by returning an executed and notarized Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within three (3) days of issuance of notification or other time period determined by Sponsor in its sole discretion. All winners may also be required to submit to a confidential background check to confirm eligibility and ensure the use of any such person in advertising, promotion or publicity, will not pose a security threat or bring Released Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Released Parties as determined by Sponsor in its sole discretion, and, in such event, the prize may be forfeited. Non-compliance with any of the foregoing may result in disqualification and awarding of prize to an alternate winner, if time permits. If any prize or prize notification letter and/or email is returned as undeliverable or the prize is declined for any reason, winner will be disqualified and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be selected by random drawing from among all remaining eligible entries. Should a potential winner decide to decline his/her prize for any reason whatsoever or not respond to the prize notification by the applicable response deadline, Sponsor (and, for the avoidance of doubt, the other Released Parties) shall have no further obligation to that potential winner and an alternate potential winner may be randomly selected from among all remaining eligible Sweeps entries, if time permits. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. By participating, entrants agree to be bound by these Official Rules and agree that Released Parties and each of their respective designees and assigns and all of their respective officers, directors, employees, shareholders, representatives, agents, and the franchisees of any of them shall have no liability and entrant will defend, indemnify and hold harmless the Released Parties from and against any liability, loss, injury, or damage of any kind (including attorney's fees) to any person or entity, including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of: (i) entrant's participation/entry into the Sweeps, (ii) any materials he or she may submit in connection herewith, or (iii) the acceptance, possession, use or misuse of a prize (or portion thereof) or participation in any activities associated with the Sweeps or any prize (or portion thereof) awarded in connection herewith; (iv) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweeps activity and/or prize. The Released Parties are not responsible for the actions of entrants in connection with the Sweeps, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweeps. Sponsor reserves the right, in its

sole discretion, to void any and all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweeps and to modify, suspend, and/or terminate this Sweeps (or portion thereof) should virus, bugs, non-authorized human intervention or other cause corrupt or impair the administration, security, fairness or proper play of the Sweeps and, in the case of termination, at its discretion, select potential winners via a random drawing from among all eligible, non-suspect entries received before the event that required such termination. In the event Sponsor is prevented from continuing with the Sweeps by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweeps by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweeps or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweeps should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweeps; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweeps; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

## **CAUTION**

Any attempt to undermine the legitimate operation of this Sweeps may constitute a violation of criminal and civil laws and should such an attempt be made, the Sponsor and the applicable Released Parties reserve the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for such attempt to the fullest extent permitted by law. Released Parties make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and disclaim any implied warranty. Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) maintain no control over the personnel, equipment or operation of any transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with the Sweeps; and (b) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Sponsor's or any other Released Party's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Except where prohibited by law, entrant agrees that any and all disputes, claims and

causes of action arising out of, or connected with, the Sweeps or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Virginia. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweeps, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweeps-related materials, and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

### **Winners' List**

For the winners' list, send a self-addressed, stamped envelope to be received by 9/30/22 to:

#### **AMNB Summer of Fun Debit Card Sweeps Winner's List**

PO Box 191  
Danville, VA 24543

### **Sponsor**

#### **American National Bank & Trust Company**

628 Main Street  
Danville, VA 24541