

2022 Waste Management Phoenix Open Greenskeeper Ticket Giveaway

Competition Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS COMPETITION. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

BY ENTERING THE COMPETITION, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. SUBJECT TO APPLICABLE LAWS, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.

1. Eligibility. The 2022 Waste Management Phoenix Open Greenskeeper Ticket Giveaway Promotion (the "**Competition**" or "**Prize Draw**") is only open to legal residents of the United States of America who are eighteen (18) years of age or older, or at least the legal age of majority in the country in which they reside at the time of entry (the "Entrant"). Persons in any of the following categories are NOT eligible to win a prize: (a) directors, executives, officers, employees or agents of Sponsor and its respective affiliates, and each of their respective companies, subsidiaries, advertising and promotion agencies, (b) suppliers of goods or services in connection with the Competition, including individuals engaged in the development, production or distribution of materials for the Competition; and (c) persons who (i) are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live, or (ii) reside in the same household, whether related or not, as any person in any of the preceding categories. All eligibility is subject to all national, provincial, municipal, territorial, federal, state and local laws and regulations. All entries submitted are the property of First International Bank & Trust, 100 N Main St., Watford City, ND 58854 (the "**Sponsor**").

2. Competition. The Competition begins on Monday, December 13, 2021 at 12:01:00 a.m. Central Daylight Time ("CDT"), and ends on Sunday, December 26, 2021 at 11:59:59 p.m. CDT (the "**Entry Period**"). Entry in the Competition does not constitute entry into any other promotion, contest, or Competition. By participating in the Competition, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

3. How To Enter. There is (1) way to enter:

Complete the [online entry form](#) with the requested information, including: Name, Email, Phone Number, City, State, and an example of how you Live First. The online entry form must be completed and submitted during the Entry Period.

4. Limit. You may enter one (1) time during the Entry Period. Entries in excess of any stated limitation, and entries generated by script, macro or other automated means, or

any means that subverts the entry process, will be void. Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry, and reserves the right to reject any submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. All materials and entries submitted become the property of the Sponsor and will not be returned or acknowledged.

5. Agreement to Official Rules. Participation constitutes Entrant's full and unconditional agreement to comply with the Official Rules and Sponsor's decisions, which are final and legally binding in all respects.

6. Winner Selection and Notification. The winner will be randomly selected on or about Tuesday, January 11, 2022 by the Sponsor from all eligible entries received during the Entry Period.

For the Grand Prize, the Sponsor will select potential winners from all entries during the Entry Period. Limit one (1) prize per person or household. Potential winners will be notified by e-mail, mail, or phone using the contact information provided by the Participant at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted, or not received for any reason. If, despite reasonable efforts, any potential winner does not respond with requested information and documentation [see section 7] within fourteen (14) days of the first notification attempt, or if prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit the prize and, at Sponsor's discretion, an alternate potential winner may be selected. If any potential winner is found to be ineligible, or if the potential winner has not complied with the Official Rules, or declines a prize for any reason, such potential winner will be disqualified and, at Sponsor's discretion, an alternate potential winner may be selected.

Prize. Only the prizes listed below will be awarded in the Competition:

One (1) Grand Prize consisting of:

- A. Two (2) Greenskeeper credential tickets to the 2022 Waste Management Phoenix Open. Tickets include entry into the 2022 Waste Management Phoenix Open and the exclusive Greenskeeper area, as well as complimentary breakfast and lunch buffet, snacks, and open bar.
- B. For winners outside of the Phoenix Metropolitan area only, a \$2,000 travel voucher will be awarded. The travel voucher may only be used for travel and lodging related to the 2022 Waste Management Phoenix Open.

LIMIT: One (1) prize per Participant.

As a prerequisite for receiving a prize, potential winners will be required to sign (a) an Affidavit of Eligibility; (b) an Agreement of Publicity (except where prohibited); (c) a liability release. A potential winner who satisfies all of the Competition requirements, including, without limitation, those set forth in this paragraph, will be designated the official winner (the "**Winner**").

The Winner will not receive the difference between the actual and approximate retail value of the prize selected by the winner. Sponsor will not replace any lost, mutilated, or stolen prizes, tickets or passes. Prizes are non-transferable and non-refundable, and no substitutions will be made. Prizes are not redeemable for cash. Winners are responsible for any applicable local income taxes.

8. DISCLAIMER. Subject to applicable laws, Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Competition. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUBJECT TO APPLICABLE LAWS, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

9. Winner Publicity Requirements. Acceptance of the prize shall constitute the Winner's agreement and consent for Sponsor and its designees to use winner's name, likeness, photo, avatar, and/or prize information (including, without limitation, city and state of residence) in connection with this Competition for promotional, advertising or other purposes, in any manner, worldwide, in any and all media, whether now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration.

10. Release of Liability / Conditions of Participation.

A. Transmission of Information. Sponsor and its officers, directors, employees, agents, affiliates, successors, and assigns (all collectively the "**Released Parties**") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant or not, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Competition; (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 part of the entry process or the Competition; (4) printing, typographical, technical, computer, network or human error which may occur in (a) the administration of the Competition, (b) the uploading, processing, or random selection of entries, (c) the announcement of the Winner or potential winner, or (d) the prizes or any Competition-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; and/or (7) losses or damages resulting from an Entrant's connection to the Internet via any of the websites referenced herein. The Released Parties are not responsible for any (a) incorrect, mistranscribed, misdirected or undeliverable entries or e-mail transmissions, (b) incorrect announcements, (c) technical problems, including, without limitation, malfunctions of computer systems, servers, providers, or any hardware/software, (d) lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission, or (e) a combination of any of the foregoing. Sponsor assumes no responsibility for (i) late, lost, incomplete, inaccurate or damaged entries, (ii) undeliverable e-mails resulting from any form of active or passive e-mail filtering by a

user's Internet service provider and/or e-mail client, or (iii) insufficient space in user's e-mail account to receive e-mail. Sponsor shall not be responsible for any damage (whether material or non-material) caused to Entrant's computer equipment or to data which is stored on such equipment, or to Entrant's personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor.

B. Fraud; Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Competition, or any part of it, if any fraud, technical failures, or any other factors impair the integrity or proper functioning of the Competition, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Competition, (b) acting in violation of the Official Rules of this or any other promotion, or (c) acting in a dishonest, fraudulent, unsportsmanlike or disruptive manner, and to void all associated entries. The preceding remedy in no way precludes Sponsor from taking legal or other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, Entrant hereby releases the Released Parties, and agrees to indemnify, defend, and hold the Released Parties, and the other persons and entities involved in the development, production, and/or administration of the Competition, harmless, from any and all liability for losses, harm, damage, injury, costs, fees, and expenses, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Competition, any Competition-related activity, and/or acceptance, receipt, possession or use/misuse of any prize, and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

11. FORCE MAJEURE. If, for any reason, the Competition (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, earthquake, storm or other natural cataclysm, riot, strike, terrorist activity, civil commotion, governmental regulation, or any other causes beyond the control of Sponsor which, in its sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition (or any part thereof), Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition, or to thereafter conduct the Competition by selecting the prize winner(s) for affected Competition drawing from among all eligible entries received for such affected Competition drawing prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

12. Disputes. Except where prohibited by law, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Competition, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) all claims must be resolved in the state or federal courts located in the State of North Dakota; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event including attorneys' fees; and (d) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, any indirect, punitive, incidental, and consequential damages, or damages of any kind (other than actual out of pocket expenses), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of North Dakota, without giving effect to any choice of law or conflict of law rules (whether of the State of North Dakota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Dakota, USA.

13. Sponsor's Privacy Policy. Entrant is providing his or her information to Sponsor. To view the Sponsor's privacy policy visit <https://fibt.com/privacy-policy/>. By submitting your personal information, you may receive marketing e-mails from the Sponsor. You may opt-out after the first e-mail.