## 2023 Regions Riding Forward® Scholarship Contest

#### **OFFICIAL RULES**

- 1. NO PURCHASE, PAYMENT OF ANY KIND OR BANKING RELATIONSHIP IS REQUIRED TO ENTER OR WIN. PURCHASE OR BANKING RELATIONSHIP WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.
- **2. CONTEST PERIOD.** The 2023 Regions Riding Forward® Scholarship Contest (the "<u>Contest</u>") begins on February 1, 2023 and ends on March 31, 2023 at 11:59:59 PM Central Time (the "<u>Contest Period</u>"). Sponsor's clock is the official time-keeping device for this Contest.
- **3. ELIGIBILITY**. The Contest is open only to certain students currently enrolled in high school as provided below ("<u>High School Students</u>") and certain students currently enrolled in an accredited college as provided below ("<u>College Students</u>"). For purposes of the Contest, the "<u>Eligible States</u>" are defined as the states of AL, AR, FL, GA, IA, IL, IN, KY, LA, MS, MO, NC, SC, TN, and TX. An "<u>accredited college</u>" is defined for purposes of this Contest as a nonprofit, two or four-year college or university located within one of the fifty (50) United States or the District of Columbia.
- A. Eligibility Requirements for High School Students. To enter and participate in the Contest as a High School Student, at the time of entry, you must: (a) be a legal U.S. resident of one of the Eligible States; (b) be 13 years of age or older; (c) be enrolled in 12<sup>th</sup> grade in a public or private school (or home school) located in one of the Eligible States (and have not yet graduated 12<sup>th</sup> grade); (d) have a cumulative grade point average of at least 2.0 (as calculated on a 4.0 scale) in school; and (e) plan to attend an accredited college during the 2023 2024 academic school year. (High School Students currently enrolled full time in any college or other higher education institution are not eligible to enter or win as a High School Student, but may enter as a College Student if they meet the eligibility qualifications for College Students.)
- **B.** Eligibility Requirements for College Students. To enter and participate in the Contest as a College Student, at the time of entry, you must: (a) be either a legal U.S. resident of one of the Eligible States or a legal U.S. resident (of one of the fifty (50) United States or the District of Columbia) enrolled in an accredited college located in one of the Eligible States; (b) be 16 years of age or older; (c) be currently enrolled as an undergraduate freshman, sophomore or junior at an accredited college with at least one (1) year (or at least 18 semester hours) remaining before college graduation; (d) have a cumulative grade point average of at least 2.0 in school (and if no grade point average is provided at your school, be in "good standing" or the equivalent thereof in school); and (e) plan to attend the accredited college you are currently attending (or another accredited college) during the 2023 2024 academic school year.

### 4. HOW TO ENTER.

A. How to Enter. To enter and become a contestant in the Contest (a "Contestant") as a College Contest High School Student Student, please visit the website www.regions.com/ridingforward (the "Website") during the Contest Period and follow the link to the Contest online application (the "Application"). You must fully complete the entire Application including: your class status for the 2023 – 2024 academic school year (which determines whether you are entering as a High School Student or as a College Student), your full name (and the name of a parent or legal guardian, if you are a Minor), the primary address and home telephone number for you (and for your parent or legal guardian, if you are a Minor), your email address, your date of birth, and your cumulative GPA. If you are a High School Student, you must also provide the name and location of your high school, and the name and location of the accredited college you anticipate attending during the 2023 -2024 academic school year. If you are a College Student, you must also provide the name and location of the accredited college you are currently attending. (A College Student who is both a resident of an Eligible State and who is attending an accredited college in an Eligible State must designate the College Student's associated Eligible State on the Application.) Finally, you must acknowledge your agreement to the Terms and Conditions of the Application (including your consent to having your grades verified by and released to Sponsor) and the Official Rules.

If you are a Minor, you must also have your parent or legal guardian agree to the Terms and Conditions and the Official Rules by electronically signing the Application. You are considered a "Minor" for purposes of the Contest if, at the time of entry, you are (i) under 18 years of age, or (ii) under 21 years of age and you are a resident of Mississippi.

In order to enter the Contest, you must submit one (1) essay (an "Essay"), which may be either in written form (a "Written Essay") or on video (a "Video Essay"), that addresses the Essay topic and meets the applicable Essay requirements described in Section 4(B) and (C) below. Video Essays must also meet the Video Essay Guidelines and Restrictions described in Section 4(D) below. For purposes of this Contest and these Official Rules, your "Entry" is, collectively, the information and materials submitted by you as a Contestant, including, without limitation, your Application and Essay.

You will be entered into the Contest once you have (1) completed the entire Application (by submitting all required information), (2) entered your Essay in the area designated on the Application, and (3) submitted your completed Entry to Sponsor through the Website, and Sponsor receives your completed Entry via the Website. All Entries must be submitted and received via the Website by 11:59:59 PM Central Time on March 31, 2023. Only complete Entries (which include a completed Application and Essay) will be accepted. Limit one (1) Entry per person.

Please note that you may not be sent confirmation of receipt of an Entry; in the event that your Entry is acknowledged in any way following submission, such acknowledgement does not constitute any representation by Sponsor as to the eligibility of your Entry. Any automated computer receipt does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. The submission of an Entry is solely the responsibility of the Contestant, and all Internet access and usage charges are the responsibility of the Contestant.

- **B.** Essay Topic. Your Essay must: (a) address how a Black American individual has inspired change in your life, and (b) discuss the contributions of the Black American individual who has inspired and motivated change in your life (the "Essay Topic").
- **C.** General Entry and Essay Requirements. To be eligible for this Contest, your Entry and Essay must comply with all of the requirements of these Official Rules, including, without limitation, all of the following:
  - (1) Your Essay must succinctly discuss the Essay Topic.
- (a) <u>Written Essay Word Limit</u>: Written Essays are limited to 500 words or less (including "I," "a," "and," etc.).
- (b) <u>Video Essay Time Limit</u>: Video Essays are limited to three (3) minutes or less in length.
- (2) Your Application responses and your Essay (whether submitted in Written Essay or Video Essay form) must be in English.
- (3) Your Essay must (i) be your own original work, created solely by you (and without the use of any means of artificial intelligence ("AI")), and be the exclusive property of you alone; (ii) not have been previously published, released, broadcast, streamed, or otherwise exploited or distributed in any form; and (iii) not have won any prior awards or have been (or be) entered in any other competitions.

- (4) Your Entry may not contain any third party materials, and may not in any way violate or infringe upon, or (as determined by Sponsor in Sponsor's sole discretion) potentially violate or infringe upon, the copyright (including moral rights), trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- (5) Your Essay may not, include, contain or discuss (as determined by the judges in their sole and absolute discretion): (i) any illegal, explicit, immoral, obscene, profane, lewd, inappropriate, disparaging, libelous, defamatory or offensive material; (ii) any content unsuitable for publishing, broadcasting, posting or reproducing (including, but not limited to, profanity, nudity, pornography, or the incorporation of drugs or alcohol); (iii) any racial, ethnic, religious, or sexual derogatory characterizations or slurs; (iv) any threats to any person, place, business, group or world peace, or that suggests and/or promotes violence; or (v) any material that features, suggests and/or promotes violence or dangerous activities that may result in injury to yourself or others.
- (6) You may not copy or otherwise plagiarize Essay materials from any source. Modifying, enhancing or altering a pre-existing work does not qualify as an original creation or submission.
- (7) Your Essay may not convey or communicate any message inconsistent with the positive brand, reputation for wholesomeness or good will of Sponsor.
  - (8) You may submit only one (1) Essay as part of your Entry.
- (9) You must fully complete all portions of the Application, including obtaining your parent or legal guardian's electronic consent/signature if you are a Minor.
- (10) Your Essay may <u>not</u> contain any AI-generated text and may <u>not</u> be prepared or created (in whole or in part) using any AI essay writer or AI text generator, or by using any automatic, programmed, robotic or similar means.

Any Entries or Essays that fail to comply with the above requirements may be rejected. Any illegible, unintelligible, garbled, incomplete, or non-complying Entries are not permitted and may be rejected.

- **D.** Video Essay Guidelines and Restrictions. To submit a Video Essay, follow the directions on the Website to upload your Video Essay to the Website. To be eligible for this Contest, your Video Essay must comply with all of the following:
  - (1) Your Video Essay must be no more than three (3) minutes in length.
- (2) Your Video Essay must be in a format acceptable for download, and must be in .mp4, .mpg, .mov, .avi, or .wmv format with a maximum file size of 1 GB. (Any Video Essay that is not of satisfactory size and quality (i.e., brightness, focus, volume) may be rejected, at Sponsor's sole discretion.)
  - (3) Your Video Essay must not be password protected or require a log-in/sign-in to view.
- (4) You must upload your Video Essay to the Website; you may <u>not</u> submit your Video Essay in DVD or other physical form; Video Essays submitted via mail will not be reviewed or returned.
  - (5) Your Video Essay may not contain music of any kind.
- (6) Your Video Essay may <u>not</u> contain, show, or depict the likeness or image of any person other than yourself.
- (7) Your Video Essay may <u>not</u> reference any products or services of any company or other entity, including, without limitation, any third party trademarks, logos, or trade dress. Any clothing, signs or other images visible in your Video Essay should <u>not</u> feature any visible third party logos, drawings, cartoons, phrases, or trademarks. (Sponsor reserves the right to edit, crop, blur, or otherwise

revise any Video Essay to remove or obscure any logos or other content that may be of concern to Sponsor, in its sole discretion.)

- (8) You may <u>not</u> be, nor may you work with parties in conjunction with your Video Essay who are, under any contractual relationship that may prevent Sponsor from being able to use the Video Essay worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.
- (9) Your Video Essay may <u>not</u> have been dangerous or unsafe to make. Contestants should not do anything that could reasonably be considered potentially unsafe or inappropriate in connection with the creation of the Video Essay.
- (10) Your Video Essay may <u>not</u> contain any content or performance that has been broadcast, distributed, streamed, published or televised on television or the internet, or as part of a recording or a motion picture film or television program.
- (11) Your Video Essay may <u>not</u> violate any laws, regulations or applicable network or applicable publishing/posting standards, and shall not promote any product or service.
- **E. Entries; Official Rules**. Entries become the property of Sponsor and will not be acknowledged or returned. Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with Sponsor's Privacy Policy found at <a href="http://www.regions.com/about\_regions/privacy\_pledge.rf">http://www.regions.com/about\_regions/privacy\_pledge.rf</a> and with any consent given by a Contestant at the time of entry.

For a copy of these Official Rules, during the Contest Period, print them from the Website or send a stamped, self-addressed envelope to: ISTS c/o 2023 Regions Riding Forward Scholarship Contest Official Rules, 40 Burton Hills Blvd., St. 700, Nashville, TN 37215, by March 31, 2023.

## 5. CONTEST JUDGING; JUDGING CRITERIA; WINNER REQUIRMENTS.

A. Judges. All Entries must meet the Contest entry requirements described in these Official Rules. Eligible Entries will be judged by a panel of independent, qualified judges from an independent judging organization not otherwise affiliated with Sponsor. Decisions of the judges are final in all matters relating to this Contest. Contest judging determinations are in the sole and absolute discretion of the judges, and such decisions and determinations are not subject to further review or appeal by Contestants.

#### **B.** Separation of Entries.

- (1) Entry Groups. All eligible Entries will be placed into one of four Entry groups: (a) Written Essay Entries from High School Students will be placed in the High School Student Written Essay Entry group (the "HSS Written Essay Entry Group"); (b) Video Essay Entries from High School Students will be placed in the High School Student Video Essay Entry group (the "HSS Video Essay Entry Group"); (c) Written Essay Entries from College Students will be placed in the College Student Written Essay Entry group (the "CS Written Essay Entry Group"); and (d) Video Essay Entries from College Students will be placed in the College Student Video Essay Entry group (the "CS Video Essay Entry Group").
- (2) Entry Subgroups. Following the close of the Contest Period, (a) each Entry in the HSS Written Essay Entry Group will be further separated into one of fifteen (15) separate subgroups according to the Eligible State of residence of the High School Student (the "HSS Written Essay Entry Subgroups"); (b) each Entry in the HSS Video Essay Entry Group will be further separated into one of fifteen (15) separate subgroups according to the Eligible State of residence of the High School Student (the "HSS Video Essay Entry Subgroups"); (c) each Entry in the CS Written Essay Entry Group will be further separated into one of fifteen (15) separate subgroups according to the College Student's associated Eligible State (the "CS Written Essay Entry Subgroups"); and (d) each Entry in the CS Video Essay Entry

Group will be further separated into one of fifteen (15) separate subgroups according to the College Student's associated Eligible State (the "CS Video Essay Entry Subgroups").

- **C. Judging Criteria and Winner Determination**. The judges will judge all eligible Entries in the Contest judging, which will begin on or about April 12, 2023.
- (1) Written Essay Judging Criteria. Each judge will award up to a total of 100 points for a Written Essay according to the following judging criteria and point award method (the "Written Essay Judging Criteria"): (a) demonstration of (i) how the Black American individual discussed has inspired and motivated change in the Contestant's life and (ii) the contributions of such Black American individual (0-50 points); (b) creativity and originality of Written Essay (0-25 points); and (c) quality of Written Essay (including clarity of written presentation, and organization and structure of Written Essay (0-25 points).
- (2) <u>Video Essay Judging Criteria</u>. Each judge will award up to a total of 100 points for a Video Essay according to the following judging criteria and point award method (the "<u>Video Essay Judging Criteria</u>"): (a) demonstration of (i) how the Black American individual discussed has inspired and motivated change in the Contestant's life and (ii) the contributions of such Black American individual (0-50 points); (b) creativity and originality of Video Essay (0-25 points); and (c) quality of Video Essay (including clarity of spoken presentation, and organization and structure of Video Essay (0-25 points).

# (3) Winner Determination; Odds.

- (a) <u>High School Student Contest Prizes</u>. The one (1) Entry with the most number of points in each HSS Written Essay Entry Subgroup and the one (1) Entry with the most number of points in each HSS Video Essay Entry Subgroup will be deemed a High School Student Contest Prize winner.
- (b) <u>College Student Contest Prizes</u>. The one (1) Entry with the most number of points in each CS Written Essay Entry Subgroup and the one (1) Entry with the most number of points in each CS Video Essay Entry Subgroup will be deemed a College Student Contest Prize winner.
- (c) <u>Ties</u>. In the event of a tie among Entries for a Contest Prize, the judges will rejudge the tied Entries using the applicable Written Essay Judging Criteria or Video Essay Judging Criteria, until such time as the Contest Prize winner(s) is/are determined.
- (d) <u>Odds of Winning</u>. Odds of winning a Contest Prize depend on the nature, quality and number of eligible Entries received in each HSS Written Essay Entry Subgroup, each HSS Video Essay Entry Subgroup, each CS Written Essay Entry Subgroup, and each CS Video Essay Entry Subgroup. Because of the unique nature and scope of the Contest, Sponsor cannot accurately predict the number of Contestants who will participate in the Contest.
- **D.** Winner Requirements. Potential winners must comply with all of the terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential winners (and if potential winner is a Minor, potential winner's parent or legal guardian) will be notified by phone, email or mail. If any potential winner notification is returned as undeliverable, or if potential winner does not respond to notification within ten (10) business days of the date of notification, prize may be forfeited and the Contestant with the next highest score may become an alternate potential winner. In order to receive prize, a potential winner must upload the following to the Website within ten (10) business days of the date of award notification: (i) a notarized Affidavit of Eligibility & Liability/Publicity Release and Copyright Assignment (the "Release") signed by potential winner; (ii) a copy of potential winner's current (and most recent) school transcript; and (iii) a recent photograph of potential winner (that may be used by Sponsor to publicize the Contest winners). If potential winner is a Minor, the Release must also be executed on potential winner's behalf by a parent or legal guardian. In the event of non-compliance with any of these requirements, prize may be forfeited and Sponsor may, in

its sole discretion, award forfeited prize to the Contestant with the next highest score. Unclaimed prizes and/or forfeited prizes may not be awarded.

If Sponsor so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and the accuracy of the grades of potential winner, and to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor as determined by Sponsor in its sole discretion. If requested, potential winner (and if potential winner is a Minor, potential winner's parent or legal guardian) will agree to such background check and understand and agree that Sponsor may disqualify such winner based on the results of the background check. In the event of such disqualification, the prize will be forfeited and Sponsor may, in its sole discretion, award prize to the Contestant with the next highest score.

6. PRIZES. A total of sixty (60) Contest Prizes will be awarded consisting of 30 High School Student Contest Prizes (one (1) for each HSS Written Essay Entry Subgroup and one (1) for each HSS Video Essay Entry Subgroup) and 30 College Student Contest Prizes (one (1) for each CS Written Essay Entry Subgroup and one (1) for each CS Video Essay Entry Subgroup). High School Student Contest Prize consists of a check in the amount of \$2,500 made out to winner's designated accredited college. College Student Contest Prize consists of a check in the amount of \$1,750 made out to winner's designated accredited college.

All Contest Prizes will be awarded for the 2023 - 2024 academic school year and must be used toward tuition and other college-related expenses (i.e., tuition, books, room and board, and other school-related expenses) at an accredited college. In the event that Contest Prize winner fails to attend or complete the full academic school year for which the prize is associated, the unused balance of the Contest Prize award may be forfeited by winner (and refunded to Sponsor) in accordance with the policy of winner's accredited college. All Contest Prize winners will be required to notify Sponsor of the accredited college they will attend in the forthcoming academic school year by July 1, 2023 (unless date is otherwise extended by Sponsor) or prize may be forfeited and Sponsor may, in its sole discretion, award prize to the Contestant with the next highest score. Contest Prize will be made out to each Contest winner's designated accredited college; Sponsor anticipates that Contest Prize will be mailed to each Contest winner by July 31, 2023.

All taxes or expenses, including, without limitation, sales tax, luxury tax and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner (or prize winner's parent or legal guardian). No prize substitution or cash equivalent of prize, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

7. CONDITIONS OF PARTICIPATION. Contest is subject to all applicable federal, state, and local laws and regulations. By entering, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) agrees: (i) to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects; (ii) that Contestant's school(s) may be contacted by Sponsor and that Contestant's grades and other requested information may be released to Sponsor; (iii) that Essays cannot be used by Contestant (or third parties) for any commercial purpose other than to enter this Contest; and (iv) to be contacted by Sponsor by mail, email or telephone. By entering the Contest, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) further agrees that if Contestant is a prize winner, Sponsor may use Contestant's Essay, name, voice, likeness, image, statements, biographical data, address (city and state only) and prize information, in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and Contestant hereby releases Sponsor, its parents, subsidiaries, affiliates, and the directors, officers,

employees, or agencies from any liability with respect thereto.

By participating in this Contest, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) irrevocably grants Sponsor, its subsidiaries, divisions, affiliates, and advertising and promotional agencies, an unlimited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, store, copy, transmit, publicly display, exhibit, exploit and/or otherwise use the Essay in whole or in part, and copyrights and moral rights therein, in any way and in any and all media now known or later invented, in Sponsor's sole discretion, including but not limited to, the posting and broadcasting of the Entry (in whole or in part) on the Website, social networking sites or any websites controlled or operated by Sponsor or its affiliates, divisions or subsidiaries. Contestant also agrees by entering to waive any moral rights in the Essay. Upon Sponsor's request, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) agrees to sign any and all legal forms deemed necessary by Sponsor to make use of the rights Contestant is granting Sponsor with respect to the Essay, or that Sponsor may otherwise reasonably require in order to effectuate the purposes and intents of these Official Rules.

By entering this Contest, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) releases Sponsor and ISTS, and each of their parents, subsidiaries, affiliates, agents and agencies, and the directors, officers, employees, or agencies of any of the above organizations, from any and all liability for any injuries, losses, tax liabilities or damages of any kind arising from Contestant's participation in this Contest or in any Contest related activity or resulting from acceptance, possession, use or misuse of any prize.

By entering this Contest, Contestant (and if Contestant is a Minor, Contestant's parent or legal guardian) represents and warrants as follows: (i) the Entry is the Contestant's sole, original work, and Contestant holds the sole and exclusive rights to the Entry; (ii) the Entry was created solely by the Contestant for the purpose of entering the Contest; (iii) no part of the Entry has been previously published, released, broadcast, streamed, televised or otherwise exploited or distributed in any form; (iv) the Entry does not and will not violate or infringe upon the copyright, moral rights, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (v) the Entry does not contain any computer virus and is otherwise uncorrupted; (vi) the Entry does not and will not violate any applicable laws; (vii) the Entry is not and will not be defamatory or libelous, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; and (viii) the Entry otherwise complies with all of the requirements and conditions of the Official Rules, including, without limitation, all those requirements and conditions listed in Section 4 of these Official Rules.

Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this or any contest it sponsors, now or in the future, any person it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the Contest more than the permitted number of times through the use of multiple email addresses or any other device or means, created or prepared any Essay (in whole or in part) using an AI essay writer or AI text generator, or by using any automatic, programmed, robotic or similar means, or tampered with the entry process, the operation of the Contest, or any other aspect of this Contest; and (ii) modify, cancel or suspend part or all of this Contest in the event that human or technical errors occur in the administration of this Contest or the processing of Entries, or other errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, acts of God, natural disasters, wide spread illness, public health crisis or pandemic (e.g., COVID-19), terrorism, weather or any other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness or proper play of the Contest, or interfere with Sponsor's ability to run the Contest as planned. In the event the Contest is cancelled, suspended or discontinued for any reason, Sponsor may take any and all appropriate actions in its sole discretion, including, but not limited to, judging and awarding prizes based on Contest information collected up to the time of Contest cancellation or suspension. Sponsor reserves the right, in its sole discretion, to extend the Contest Period in the event that Sponsor for any reason receives an insufficient number of qualified Entries in the Contest (as determined by Sponsor in its sole and absolute

discretion). In the event that Sponsor receives an insufficient number of qualified Entries (as determined by Sponsor in its sole and absolute discretion) in a particular HSS Written Essay Entry Subgroup, HSS Video Essay Entry Subgroup, CS Written Essay Entry Subgroup, or CS Video Essay Entry Subgroup, Sponsor may be unable to award a Contest Prize for such HSS Written Essay Entry Subgroup, HSS Video Essay Entry Subgroup, CS Written Essay Entry Subgroup, or CS Video Essay Entry Subgroup.

Neither Sponsor nor any of its parents, subsidiaries, affiliated companies, agents, employees, shareholders, members, managers, representatives or agencies, shall have any obligation or responsibility, including any responsibility to award any prizes to Contestants, with regard to: (i) Entries that contain inaccurate information or do not comply with or violate these Official Rules; (ii) Entries or prize claims or notifications that are lost, late, postage-due, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible or are otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, Entries, or any incorrect or inaccurate transcription of entry information; (iv) Contestants who have committed fraud or deception in entering or participating in the Contest or in claiming any prize; (v) any problems or technical malfunctions of the Contest, the Website or of any telephone or communications network or lines, computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Contestant's or any other person's computer related to or resulting from participation or downloading any materials related to this Contest; (vi) any inability of a winner to accept a prize for any reason; (vii) early termination of the Contest, or the inability to award any prize, in the event Sponsor receives fewer than the number of qualified Entries necessary (as determined by Sponsor in its sole and absolute discretion) to award such prize; or (viii) the inability to award all or any part of any prize due to errors, delays or interruptions due to acts of God, natural disasters, wide spread illness, public health crisis or pandemic (e.g., COVID-19), terrorism, weather or any other similar event beyond Sponsor's reasonable control.

- **DISPUTE RESOLUTION.** Any and all disputes with respect to this Contest will be resolved in the appropriate courts in the State of Alabama exclusively, and subject to the laws of the State of Alabama, without regard to conflicts of laws principles. Should there be a conflict between the laws of the State of Alabama and any other laws, the conflict will be resolved in favor of the laws of the State of Alabama. By participating, Contestant consents to the sole and exclusive jurisdiction and venue of the federal, state and local courts located in Birmingham, Alabama. If any provision of these Official Rules is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. Except where prohibited, by participating in this Contest, Contestant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees; and (iii) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.)
- **9. SPONSOR.** Contest sponsor: Regions Bank, 1900 5<sup>th</sup> Avenue North, Birmingham, AL 35203 ("Sponsor").
- 10. WINNERS LIST. To see a list of Contest winners, please visit the Website following final determination of the winners and posting of the winners list (which Sponsor anticipates will occur in

August, 2023). available.	Information	regarding	scores	awarded	by	judges	in	the	Contest	Judging	will	not	be