



## 2021 U.S. Bank “Fall Student Scholarship Sweepstakes” Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.**

**ELIGIBILITY:** The 2021 U.S. Bank “Fall Student Scholarship Sweepstakes” (“Promotion”) is only open and offered to legal residents of the 50 United States and the District of Columbia (“U.S.”) who are at least 17 years of age or older, and are enrolled as an undergraduate student (for at least 6 credit hours per semester) as of September 1, 2022 at an eligible, accredited two- or four-year U.S. brick-and-mortar or online college or university (specifically excluding trade and vocational schools) (“entrant”). Entrants who are not enrolled/accepted at a recognized accredited institution within the time specified, have insufficient credit hours, or otherwise do not meet the eligibility criteria, the terms of these Rules and any other written requirements of Sponsor, will be disqualified and ineligible to receive a prize. **IMPORTANT NOTE:** Prior confirmed winners of a U.S. Bank Student Scholarship Sweepstakes are not eligible to enter or win a prize. Entrants who are under the legal age of majority in their jurisdiction of residence must obtain consent of their parent or legal guardian to enter and the latter must execute required documentation by and on behalf of their minor child.

Employees, officers, directors of U.S. Bank (“Sponsor”), GMR Marketing, LLC (“Administrator”), EVERFI, Inc., their respective subsidiaries and affiliated companies, agents, advertising/promotion agencies, individuals engaged in the development, production, or distribution of materials for, or implementation of the Promotion (collectively referred to herein as the “Promotion Entities”), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter or win a prize. Void where prohibited or restricted by law.

*By entering the Promotion, entrants fully and unconditionally agree to and accept these Official Rules, the information provided on any Website(s), and the decisions of the Sponsor and Administrator (and their authorized representatives) which are final and binding with respect to all matters pertaining to the Promotion and all elements thereof.*

**PROMOTION PERIOD:** The Promotion begins on or about 12 a.m. Central Time (CT) on August 1, 2021 and ends at 11:59 p.m. CT on October 30, 2021 (the “Promotion Period”). The clock on the Sponsor’s server shall be the official time keeping device for this Promotion. All time referenced in connection with the Promotion is Central Time. Entrants are solely responsible for determining the corresponding time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto.

**REGISTRATION/HOW TO ENTER/MODULES:** In order to participate in the Promotion all entrants must complete a registration during the Promotion Period by visiting [www.usbank.com/scholarship](http://www.usbank.com/scholarship) (the "Website") and following the online directions for registration and to create a login.

There are two ways to enter:

(1) Entrants login at the Website, access the links to and complete in-full various offered learning activities ("Modules") during the Promotion Period. Entrants may select which Modules to complete. Modules may vary in length and may be completed once. The stated minimum number of Modules are required for each drawing; in other words, if an entrant completes 12 Modules, they will be eligible for entry into the Grand Prize and First Prize drawings, but not the Grand Prize drawing (unless and until they have timely completed 12 Modules). Entrants who complete the following number of required Modules will earn one (1) entry into the applicable drawing (each is an "entry"). **Entrants may earn one (1) entry per drawing, and up to two (2) entries in total, as follows:**

- Two (2) First Prize drawings: Register + 6 Modules to enter
- Grand Prize drawing: Register + 12 Modules to enter

**OR**

(2) Once registered, eligible entrants may enter without completing Modules by mailing a separate mail-in request for each drawing to receive one (1) entry per drawing. To enter by mail: hand-print your full name, address (no PO boxes), contact phone, email address (used to register on the Website), and the eligible U.S. college or university at which you are or will be enrolled on a 3" x 5" card, and separately mail in a first-class sufficiently U.S. stamped envelope. **Each stamped envelope MUST also be clearly marked with the drawing into which the mail-in entry shall be entered (i.e., "Grand Prize Drawing," "First Prize Drawing," etc.).** Mail-in entries can be submitted to: 2021 U.S. Bank "Fall Student Scholarship Sweepstakes," PO Box 511172, New Berlin, WI 53151. Mail-in request must be postmarked by October 30, 2021 and received by November 5, 2021. Each separately marked and mailed eligible mail-in request received represents one (1) entry and will be assigned by Administrator into the respective drawing as indicated on the stamped envelope (First, Grand). *Entries without a drawing clearly indicated on the stamped envelope shall be considered incomplete, and invalid.* **Limit one (1) mail-in request per person/email per drawing, limit up to two (2) mail-in requests.**

**Limit up to two (2) entries total per person/email regardless of entry method used.**

Incomplete, ineligible, or non-compliant entries are void. Entries become the property of Sponsor and will not be returned. Entrants may not enter through a sweepstakes club (or similar method whether or not paid), with multiple identities, devices, accounts, registrations, email addresses, IP addresses, and/or phone numbers, nor shall entrants use any other device or artifice to enter or participate. Entries may only be submitted by a single registered user; group or commercial submissions are not permissible. Any suspected use of artifice, cheating, fraud, online clubs (or similar methods), exchange sites, robotic, automatic, macro, script, programmed or like methods as determined in Sponsor's sole and absolute discretion, will void all such entries by such methods, and disqualify any entrant suspected of using/benefitting from such methods. Without limiting the foregoing, Sponsor has the right to verify entrants' eligibility and compliance with these Official Rules and, on the basis of its investigation, to disqualify any entry/entrant at any time during or after the Promotion Period, and will require immediate prize return in-full if applicable. Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, illegible, delayed, destroyed, damaged, not received, undelivered, postage due, or misdirected entries (in whole or in part). Entries must be complete, compliant, submitted via the method of entry communicated herein, and received by Sponsor within the time stated. Entries submitted via any

other entry method will not be accepted.

If an entrant is participating in the Sweepstakes via a mobile device, entrant consents to receiving communications – including but not limited to pre-recorded or artificial voice message calls, texts, and calls made by an automatic telephone dialing system – from Sponsor and its agents at that number. Message and data rates may apply. Entrant should consult his/her wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices. Consent is not a condition of purchase.

**RANDOM DRAWINGS/ODDS/NOTIFICATION:** Administrator will conduct a separate random drawing for each prize level on or about November 8, 2021 from among all eligible entries received for each drawing to select the applicable number of potential winners as follows: First Prize drawing, two (2) potential winners; and Grand Prize drawing, one (1) potential winner. Non-winning entries from one drawing will not be eligible for or placed into the other drawing. Odds of winning depend on the number of eligible entries received for each drawing during the Promotion Period. Potential winners will be notified by phone and/or email (in Sponsor’s sole discretion) on or about seven (7) business days after the drawing. The potential winners will have **forty-eight (48) hours** from the time of the first notification to respond or the winner will automatically forfeit the prize and an alternate winner may be randomly selected as the Prize winner, time and circumstances permitting.

Potential winners (or if a minor their parent/legal guardian) will be required to complete, sign, and return an Affidavit of Eligibility, Liability and, where lawful, Publicity Release within **seven calendar (7) days** of notification, or else prize will be forfeited and an alternate potential winner selected for the applicable prize/level from remaining eligible entries received for the applicable drawing. Additional documents may be required respecting Prize award as determined by Sponsor and/or Institution as applicable.

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):** Assuming sufficient eligible entries are received, the following prizes are available to be awarded, subject to verification and compliance of potential winners:

**First Prize (2):** Each a \$5,000 Scholarship Award.

**Grand Prize (1):** \$10,000 Scholarship Award.

Total Approximate Retail Value of all Prizes awarded is \$20,000.

Scholarship Award prize payments (each referred to herein as a “prize” and/or “Award”) will be made in U.S. dollars, paid directly to the U.S. college or university (“Institution”) at which the eligible winner is enrolled, upon receipt of all completed documentation from the winner necessary to process payment. Winner must be enrolled in Institution at time of prize award, or else prize will be forfeited. Prize must be used towards the winner’s *academic financial* support and qualifying expenses as determined by Sponsor and Institution (e.g., tuition, books and other educational materials and fees), and excludes meals, room and board, and similar *living* expenses. The First Prize Award will be made as a single one-time payment. With respect only to the Grand Prize Award, such payment will be paid in two equal installments, with the first payment made for the Spring quarter or semester, and the second payment made for the third quarter or Fall semester. The second Grand Prize payment will be made only if the winner remains enrolled and in good standing at the accredited Institution.

If any prize recipient is officially subject to suspension or expulsion from their Institution for any reason, brings public scandal or disrepute onto Sponsor, becomes ineligible (by for example taking less than 6 credit hours per semester), withdraws without proof of transfer to alternate accredited Institution, or subsequently becomes otherwise ineligible for the prize for any other reason, any portion of their Scholarship Award that is remaining, unused, unclaimed, un-awarded or unearned (“remaining prize amount”) will be immediately subject to forfeiture by such winner, and such remaining prize amount will be immediately due and returnable to the Sponsor. Provided a prize recipient remains eligible (and compliant with these Rules, Affidavit and subsequent Prize related documentation), it is each winner’s sole responsibility to arrange for and execute all documentation required by Sponsor and/or the Institution(s) for any remaining prize amount of their Scholarship Award, for example, to be applied to future tuition costs and/or transferred to their transfer



Institution, or else remaining prize amount will be forfeited and immediately due and returnable to the Sponsor. Scholarship Awards, their use, details, limitations and restrictions and any other elements relating thereto are subject to terms and conditions established by each Institution, which vary. Promotion Entities disclaim all liability and responsibility for any Scholarship Awards once awarded.

**Limit one (1) prize per person. Prior confirmed winners of a U.S. Bank Student Scholarship Sweepstakes are not eligible to enter or win a prize and will be disqualified.** All prizes are subject to compliance, verification of eligibility and receipt of all documentation from the potential winner necessary to process payment. All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor (and Institution, as applicable) in their absolute discretion. Prize must be accepted as a whole. Prizes cannot be assigned, transferred, or substituted, in whole or in part, except by Sponsor who may, at its sole discretion, substitute a prize or any element thereof, with a different prize of equal or greater value. Sponsor will not replace any lost, misdirected, destroyed or stolen checks which become the sole responsibility of the winner/Institution upon receipt. Any and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of a winner. Winners are advised to seek independent counsel regarding tax implications of their prize winning. Only the number of prizes stated in these Official Rules is available to be won in the Promotion. In no event is the Sponsor responsible for awarding more prizes or prizes in greater amount than the number of prizes or amounts stated herein.

**LIMITATIONS OF LIABILITY: BY PARTICIPATING, ENTRANTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, OTHER PROMOTION ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE (OR INABILITY TO USE), MISDIRECTION, OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, PARTICIPATION IN THE PROMOTION AND/OR PRIZE RELATED ACTIVITY, AND ACCESS/USE OF ALL WEBSITES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.** Entrants covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind these releases to the fullest extent permitted by law. A waiver by one or more of the Released Parties of any term in these Official Rules does not constitute a waiver of any other provision. Any invalid, illegal or unenforceable provision shall be deemed severed from these Official Rules only to the extent of its invalidity, illegality or unenforceability, and these Official Rules shall be construed and enforced as if they did not contain the stricken provision.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, PARTICIPATION IN PROMOTION AND/OR PRIZE RELATED ACTIVITIES, THE USE (OR INABILITY TO USE), MISDIRECTION OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, OR ACCESS TO, AND USE OF ANY PARTICIPATING WEBSITE(S)/APP OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE(S). WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.



**Publicity Release:** By entering and/or accepting a prize, entrants and winners (or if a minor, their parent or adult legal guardian) hereby irrevocably consent, where lawful, to the use (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by winner regarding the Promotion or Sponsor (provided they are true) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, and including but not limited to Sponsor 's and unrelated third party social media sites, without additional compensation, and without the right of review, notification or approval.

In the event of noncompliance, if an entrant is or becomes noncompliant or ineligible during or after the Promotion Period, or a potential winner fails to respond within the time specified, or cannot be reached within two (2) separate attempts using the contact information (in Sponsor 's discretion) provided at registration, that prize will be forfeited in its entirety and an alternate potential winner may be selected for the applicable prize/level. In the event none (or insufficient) eligible entries are received within a particular prize level, that prize will NOT be awarded. Prize or prize notifications that are declined, unclaimed, returned, unresponsive, untimely, undeliverable, misdirected (including into spam or junk folders), unredeemed or otherwise, will be forfeited and will not be awarded or re-awarded.

**GENERAL CONDITIONS:** Neither Sponsor nor its agencies are responsible for lost, late, misdirected, incomplete, unintelligible, illegible, stolen, returned, or undelivered entries, mail or email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, App, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information, nor for the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or either Website, as solely determined by the Sponsor, will be disqualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to entrants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion or downloading materials from or use of either Website. Should any portion of the Promotion be, in Sponsor 's sole opinion, compromised by virus, worms, bugs, scripts, robotic or other invidious programming, non-authorized human intervention, technical failures or other causes similar or dissimilar which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, or any element thereof and select winners by random from eligible entries received prior to action taken, or as otherwise deemed fair and appropriate by Sponsor. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction to, or unauthorized use of the Website. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account used to enter at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses or phone numbers. If there still remains a dispute, the entry will be deemed to be submitted by the primary individual associated with the account used at time of entry. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, Promotion materials and/or any other information relating to this Promotion, these Official Rules shall govern.



Promotion Entities shall not be liable to entrants, winners or any other person or entity for failure to execute the Promotion or supply a prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, pandemic or epidemic, or any similar or dissimilar event beyond their reasonable control.

**DISPUTES/ARBITRATION:** THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Entrants are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by the Federal, state and local authorities. As a condition of participating in this Promotion, entrants agree that any and 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 Promotion, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this Promotion or any element thereof shall be resolved individually, *without resort to and waive their rights to claim any form of class action*, exclusively before a neutral binding one person **arbitration** panel located in Minneapolis, MN.

**PRIVACY POLICY:** For information about how the Sponsor uses personal information collected in connection with this Promotion, please see its privacy policy, located at [usbank.com/privacy/index.html](http://usbank.com/privacy/index.html). By entering this Promotion, each entrant expressly consents to the Sponsor (and its authorized representatives including Administrator) storing, sharing and using the personal information submitted with entry for the purpose of administering the Sweepstakes, prize award and fulfillment, and in accordance with its privacy policy.

**WINNERS LIST:** To obtain a list of winners, mail your request in a U.S. sufficiently stamped envelope to be received by December 6, 2021 to: 2021 U.S. Bank Fall Student Scholarship Sweepstakes Winners List, PO Box 511172, New Berlin, WI 53151.

**SPONSOR:** U.S. Bank, 200 South 6<sup>th</sup> Street, Minneapolis, MN 55402.

