

**2018 U.S. Banks “Student Union 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.

ELIGIBILITY: The 2018 U.S. Bank “Student Union Scholarship Sweepstakes” (“Promotion”) is only open and offered to legal residents of the 50 United States (except FL and NY) and the District of Columbia (“U.S.”) who are at least 13 years or older, and current undergraduate students enrolled by September 1, 2018 at an accredited two- or four-year U.S. college or university (“entrant”). Entrants who are under the age of majority in their jurisdiction of residence must obtain consent of their parent or legal guardian to enter. Entrants must register for the Promotion during the Promotion Period. Employees, officers, directors of U.S. Bank (“Sponsor”), BI WORLDWIDE (“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 in FL, NY and where prohibited or restricted.

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 12:00 PM Central Time (CT) on April 2, 2018 and ends at 11:59 PM CT on October 26, 2018 (the “Promotion Period”). The clock on the Administrator’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: To enter, visit www.usbank.com/scholarship (the “Registration Website”) during the Promotion Period and follow the online directions for registration and to create a login. Participants who register on the Website will receive one (1) sweepstakes entry (“entry”). There are two (2) ways to gain bonus entries in the Promotion, both of which require an entrant to first register on the Registration Website as provided above:

- (1) Visit <https://atwork.everfi.net/usbankscholarship18> (the “Learning Website”) and *log in using the same email address used on the Registration Website.* Entrants will earn

one (1) bonus entry for each Promotion-related Financial Genius education video (“video”) watched in its entirety (each is a “bonus entry”). There are eight (8) videos total. Entrants may earn up to eight (8) bonus entries.

OR

- (2) Once registered, entrants may enter without completing Learning Website activities: hand-print your name, address (no PO boxes), contact phone, email address used on the Registration Website, and the accredited U.S. college or university at which you are or will be enrolled in by September 1, 2018 on a 3”x 5” card, and mail in a first-class sufficiently U.S. stamped envelope to: 2018 U.S. Bank Student Union Scholarship Sweepstakes, PO Box 390700, Minneapolis, MN 55439. Mail-in submission must be postmarked by October 26, 2018, and received by November 14, 2018. An eligible mail-in submission request represents eight (8) sweepstakes entries. **Limit one (1) mail-in submission per person/email/household address.**

Limit up to nine (9) 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), with multiple identities, devices, accounts, e-mail addresses, and/or phone numbers, nor shall entrants use any other device or artifice to enter. Any suspected use of artifice, cheating, fraud, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, script, programmed or like entry 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. 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. Entries may only be submitted by a single registered user; group or commercial submissions are not permissible.

RANDOM DRAWING/ODDS: Five winners (one Grand Prize winner and four winners of additional prizes as described below) will be selected in a random drawing held on or about November 21, 2018 from among all eligible entries received. Odds of winning depend on the number of eligible entries received during the Promotion Period. Potential winners will be notified by phone, mail, and/or email (in Sponsor’s sole discretion) on or about seven (7) business days after the drawing.

The potential winner (or parent/legal guardian, if minor) will be required to complete, sign, and return an Affidavit of Eligibility, Liability and, where lawful, Publicity Release within **seven (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. Additional documents may be required respecting Prize award as determined by Sponsor and/or college/university as applicable.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):

Grand Prize (1): a \$20,000 scholarship prize. Prize will be directly awarded to the winner’s U.S. college/university at which winner is enrolled and must be used towards the winner’s academic financial support and qualifying expenses (e.g. tuition, books and other educational materials, and fees) and/or determined by Sponsor and University.

Additional Prizes (4): one \$10,000 and three \$5,000 scholarship prizes are also available. Prize will be directly awarded to the winner’s U.S. college/university at which winner is enrolled and must be used towards the winner’s academic financial support and qualifying expenses (e.g. tuition, books and other educational materials, and fees) and/or determined by Sponsor and University.

Any portion of a scholarship prize that is remaining, unused, unclaimed, un-awarded or unearned will be forfeited, and will be immediately due and returnable to the Sponsor.

Limit one (1) prize per person. All scholarship prize payments are subject to compliance, verification of eligibility and receipt of all documentation from the potential winning recipient necessary to process payment. All details and other restrictions of scholarship prizes not specified in these Official Rules will be determined by Sponsor in its sole 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 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, 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 this release 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.

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 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.

By entering and/or accepting a prize, entrants and winner 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, 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 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, 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

e-mail, 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 EITHER 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 participants' 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 either Website. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail 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 e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail 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, or any similar or dissimilar event beyond their reasonable control.

DISPUTES: 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, participant'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 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 www.usbank.com/privacy/index.html.

WINNERS LIST: To obtain a list of winners, mail your request in a U.S. sufficiently stamped envelope to be received by December 28, 2018 to: U.S. Bank Financial Genius 2018 Scholarship 2018 U.S. Bank Student Union Scholarship Sweepstakes Winners List, PO Box 390347, Minneapolis, MN 55439.

SPONSOR: U.S. Bank, 800 Nicollet Mall, Minneapolis, MN 55402.