

## Official Rules – The ScoreCard Rewards ScoreBIG Sweepstakes

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIOD:** The FIS ScoreCard® Rewards ScoreBIG Sweepstakes (the “Sweepstakes”) begins at 12:00:01 AM Eastern Time (“ET”) on Saturday, August 1, 2020 and ends at 11:59:59 PM ET on Saturday, October 31, 2020 (the “Sweepstakes Period”).

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older at the time of entry that are the primary cardholder in good standing with one (1) of the participating financial institutions (the “Financial Institutions”)\* and enrolled in the ScoreCard® branded program as of July 31, 2020 (the “Entrant”). Entrant must remain in good standing through the Sweepstakes Period and at the time of winner notification and verification. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of Fidelity Information Services, LLC., (the “Sponsor”), US Sweepstakes & Fulfillment Company (the “Sweepstakes Administrator”), Financial Institutions, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

\*Primary cardholder may contact the ScoreCard cardholder support line at 1-800-854-0790 to confirm if their Financial Institution is participating in the Sweepstakes.

**HOW TO ENTER:** There are three (3) ways to enter.

**Method #1: Purchase Entry.** During the Sweepstakes Period, for every purchase transaction that earns Score Card Bonus Points or Cash Back using your eligible Financial Institution account will receive one (1) entry into the Sweepstakes (the “Purchase Entry”). **Purchase Entries must be received between Saturday, August 1, 2020 at 12:00:01 AM ET and Saturday, October 31, 2020 at 11:59:59 PM ET.** Entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.scorecardrewards.com/#!/privacy>.

**Method #2: ScoreCard Account Entry.** Eligible participants will receive one (1) entry into the Sweepstakes if he/she has an eligible Financial Institution account in good standing at the time of statement production for the month of August, September, or October, respectively (each, a “ScoreCard Account Entry”), for a maximum of three (3) ScoreCard Account Entries. **ScoreCard Account Entries must be received between Saturday, August 1, 2020 at 12:00:01 AM ET and Saturday, October 31, 2020 at 11:59:59 PM ET.** Entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.scorecardrewards.com/#!/privacy>.

**Method #3: Alternate Method of Entry (“AMOE”) / Mail-in Entry.** To enter without making a points purchase, mail a postcard (the “Mail-In Entry”), including your name, complete address, email address, name of Financial Institution participating in the Sweepstakes, and phone number to the following address to receive one (1) entry into the Sweepstakes: The FIS ScoreCard® Rewards ScoreBIG Sweepstakes, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437. **Each Mail-In Entry must be mailed separately and must be postmarked between Saturday, August 1, 2020 and Saturday, October 31, 2020, and received by Saturday, November 7, 2020.** Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the

Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

**PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS.** Odds of winning will depend upon the total number of eligible entries received.

**Grand Prize:** There is one (1) Grand Prize available to be won. Grand Prize is one million (1,000,000) ScoreCard points. **The ARV of Grand Prize is: \$10,000.00.**

**First Prize:** There is one (1) First Prize available to be won. First Prize is three-hundred fifty thousand (350,000) ScoreCard points. **The ARV of First Prize is: \$3,500.00.**

**Second Prize:** There is one (1) Second Prize available to be won. Second Prize is one-hundred fifty thousand (150,000) ScoreCard points. **The ARV of Second Prize is: \$1,500.00.**

**Third Prizes:** There are five (5) Third Prizes available to be won. Third Prize is sixty-five thousand (65,000) ScoreCard points. The ARV of Third Prize is: \$650.00 each. **The total ARV of all Third Prizes is: \$3,250.00.**

**Fourth Prizes:** There are seven (7) Fourth Prizes available to be won. Fourth Prize is twenty-five thousand (25,000) ScoreCard points. The ARV of Fourth Prize is: \$250.00 each. **The total ARV of all Fourth Prizes is: \$1,750.00**

**The total ARV of all prizes available to be won: \$20,000.00.**

**RANDOM DRAWING:** The winners will be selected in a random drawing on or about **Wednesday, November 11, 2020** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:**

Potential winners will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the winners to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Fourth Prize winners will not be required to complete an IRS W-9. Winners will also be required to provide a government issued photo identification. Noncompliance will result in disqualification and an alternate winner may be selected. The prize will be awarded within approximately 45 days after the winner is verified.

ScoreCard points will be deposited in the winners account associated with the winning entry.

If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return the Releases on minor's behalf, as applicable.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Only two (2) alternate winners may be determined through this process, after which the prize may remain un-awarded.

In the event of a dispute over the identity of an Entrant, the entry will be deemed as entered by the name of the primary cardholder listed on the card account on the date the entry was earned. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the primary account holder.

**PRIZE CONDITIONS:** Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (A) agree to be bound by these official rules, including all eligibility requirements, and (B) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (y) permanently disqualify from any Sweepstakes it sponsors any person it believes has violated these official rules; and (z) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment or to cancel any or all Promotions without awarding any prizes, as Sponsor determines in its sole discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE

SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:**


All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Pinellas County, Florida and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Pinellas County, Florida. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Pinellas County, Florida. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.scorecardrewards.com/#/privacy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <http://hq.scorecardrewards.com/scorebig> or send a self-addressed, stamped envelope by November 11, 2020, to: **The FIS ScoreCard® Rewards ScoreBIG** Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.



**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after November 11, 2020), send a stamped, self-addressed envelope (no later than December 9, 2020), to:

**The FIS ScoreCard® Rewards ScoreBIG Sweepstakes Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

**SPONSOR:** Fidelity Information Services, LLC., 11601 Roosevelt Boulevard, TA-60, St. Petersburg, Florida 33716.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044.

**Void outside the US, in Puerto Rico, Guam, the U.S. Virgin Islands and wherever else prohibited by law.**

## FAQs – The ScoreCard Rewards ScoreBIG Sweepstakes 2020

### **Q. What are the costs to our financial institution?**

#### **A. There are no enrollment fees for you to participate.**

FIS developed this sweepstakes and all related marketing materials. TBS and BASE2000 clients will be billed for the August insert. Normal insertion fees will apply for August. Pass-Through and external clients will be billed for shipping and handling costs in August and your processor may apply insertion fees during this time. FIS will conduct the drawing, coordinate winner notification and eligibility certification. If you choose to guarantee a winner from your pool of eligible ScoreCard accounts, your financial institution will be responsible for any costs associated with the local prizes and/or Bonus Points awarded to winner(s). Once your local winner(s) have completed the certification process, FIS will bill your financial institution for the prizes you have chosen to award.

### **Q. How can I ensure that one of our cardholders is a winner?**

#### **A. Complete the Local Drawing Request Form attached to this Marketing Update and fax to 727.570.4861 or e-mail Helpdesk.ScoreCard@fisglobal.com, Attn: ScoreBIG Sweepstakes. The form must be received by June 15, 2020 to participate and add your own local prizes.**

If you wish to use this promotional tool to guarantee that one or more of your cardholders is a winner, your financial institution will be responsible for any costs associated with the local prizes and/or Bonus Points awarded. At the completion of the prize drawing and winner certification process, if you have chosen to award local prizes, we will hold an additional drawing from among your institution's ScoreCard accounts to select a local winning entry.

### **Q. Who pays for our local in-branch marketing and promotion?**

#### **A. We recommend that you promote the sweepstakes in branches, on your web site, through social media and in any publications, such as newsletters; any costs associated with your promotions are your responsibility.**

FIS has developed collateral marketing materials that can be purchased for a nominal cost to help you promote the sweepstakes in all your branches. Any promotional material or text associated with ScoreCard that you develop must be approved in advance by the FIS Loyalty Services marketing team.

### **Q. How can I get marketing materials for use in my branch offices?**

#### **A. Please visit [www.LoyaltyMarketingOnline.com](http://www.LoyaltyMarketingOnline.com) to view and purchase marketing materials for ScoreBIG 2020.**

Web and video graphics are free. Printed marketing materials have a nominal cost associated with them.

### **Q. What if our financial institution does not want to participate in “The ScoreCard Rewards ScoreBIG Sweepstakes?”**

#### **A. Any financial institution with a Bonus Point or CashBack program that DOES NOT want to participate is required to complete a 2020 Opt-Out Form no later than June 15, 2020 and email it to Helpdesk.ScoreCard@fisglobal.com, Attn: ScoreBIG Sweepstakes. You may also fax the completed form to 727.570.4861.**

### **Q. When is the prize drawing?**

#### **A. Prize drawings will take place on or about Wednesday, November 11, 2020.**

Potential winners will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an *Affidavit of Eligibility*, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the winners to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Fourth Prize winners will not be required to complete an IRS W-9. Winners will also be required to provide a government issued photo identification. Noncompliance will result in disqualification and an alternate winner may be selected. The prize will be awarded within approximately 45 days after the winner is verified. ScoreCard points will be deposited in the winners account associated with the winning entry.

### **Q. Will there be anything on the ScoreCardRewards.com Web site about the “ScoreBIG Sweepstakes”?**

#### **A. Yes.**

ScoreCardRewards.com will feature information about the sweepstakes, promotional advertising, and Official Rules and details.

**Q. What can the cardholders win?**

**A: Grand Prize:** There is one (1) Grand Prize available to be won. Grand Prize is one million (1,000,000) ScoreCard points. **The Approximate Retail Value (ARV) of Grand Prize is: \$10,000.00.**

**First Prize:** There is one (1) First Prize available to be won. First Prize is three-hundred fifty thousand (350,000) ScoreCard points. **The ARV of First Prize is: \$3,500.00.**

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**The total ARV of all prizes available to be won: \$20,000.00.**

**Q. What if one of my CashBack cardholders is a Winner?**

**A. If a CashBack cardholder wins a prize, ScoreCard will create an online account with a balance of winning point total so that the cardholder can redeem for any items within the standard merchandise catalog.**

**WHERE TO GO FOR MORE INFORMATION**

If you have any questions about the content of this *Bulletin*, please submit a **Client Portal** ticket or contact **FIS Loyalty Client Relations**.