

## Official Rules

Monthly Madness (“Sweepstakes”) will begin at 10:00 a.m. Central Time (“CT”) on Wednesday, May 28, 2014 (“Sweepstakes Period”). Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to these Official Rules, and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. The Sweepstakes is sponsored and administered by First State Bank, 115 West Washington Avenue, Union City, TN 38261 (“Sponsor”). Sponsor is responsible for all aspects of this Sweepstakes.

### **Eligibility:**

Sweepstakes is open only to individuals who are legal U.S. residents, are able to take delivery of the prize at the advertised First State office, and 18 years of age or older as of May 28, 2014. Employees, officers and representatives of First State and any of its affiliates, franchisees, licensees, subsidiaries, advertising/promotion agencies (collectively, “Released Parties”) and members of the immediate family (mother, father, sisters, brothers, daughters, sons and spouse, regardless of where they reside) and/or those living in the same household each or any of the foregoing are not eligible to participate. Winning a prize is contingent upon fulfilling all guidelines, restrictions, and requirements set forth herein. Void where prohibited, or restricted by law. No purchase necessary.

### **How to Enter:**

Enter by May 28th at 4:00pm CST.

By joining Facebook, you indicate that you have read and agree to accept the Facebook Terms of Service and Privacy Policy. Membership in Facebook.com is free. Normal Internet access and usage charges imposed by your online service will apply to tweets. If you opt to receive Sponsor’s Facebook posts via your wireless mobile device (which may only be available via participating wireless carriers), standard text messaging rates, airtime and carrier charges will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. You understand that by participation in this Sweepstakes via mobile phone or text message, if you are a potential winner, the Sponsor may contact you via mobile phone or text message, which will be subject to the charges pursuant to your carrier’s rate plan. It is your sole responsibility to notify the Sponsor in writing if you change your Account. Limit one (1) entry per person regardless of e-mail address, Facebook account and/or mailing address, during the Promotion Period. Winner will be determined by the First State marketing department. Facebook’s clock will be the official timekeeping device for the Sweepstakes.

### **Submission Guidelines:**

Each entry must comply with the Submission Guidelines listed below. If Sponsor determines, in its sole and absolute discretion, that an entry violates the Official Rules or the Submission Guidelines, the entry will be disqualified and will not be eligible to win a prize.

- The Submission may be in an email to facebook@first-state.net;

- The Submission must be in English;
- The Submission must include name, address and phone number and
- The Submission must be entrant's original work

**Content Restrictions:** The entry MUST NOT, in the sole and absolute discretion of the Sponsor:

- Contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights (including without limitation, trademark or copyright infringement);
- Disparage Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
- Contain company names, product names, brand names or trademarks other than those of Sponsor, which entrant has limited license to use exclusively for the purpose of incorporation into his/her Submission for this Contest;
- Contain text that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created; and
- Contain language with which the Sponsor does not want to be associated.

All submitted entries must be received by the close of each designated entry period during the Sweepstakes Period. All entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who submits more than the stated maximum limit of entries by using multiple/different Facebook accounts, e-mail addresses, identities, registrations and logins, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Sweepstakes. Sponsor may reject any submitted entry that it determines, in its sole and absolute discretion, fails to meet any of the eligibility or other requirements, Submission Guidelines or Content Restrictions contained herein. Sponsor is not responsible for lost, late, incorrect, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. Proof of sending or submission will not be deemed proof of receipt by Sponsor. Use of any automated system to submit entries is prohibited and will result in disqualification of all such entries as well as the entrant. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. By entering this Sweepstakes, entrants agree that each entry becomes the property of Sponsor and that the Sponsor may use such entry for any proper purpose. Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.first-state.net/about-us/privacy-policy>.

### **Internet Limitations of Liability:**

Sponsor reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the Sweepstakes, or any part of it, at any time, without notice, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award prizes by a random drawing from all non-suspect eligible entries received as of the termination/suspension date, if any infection, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond Sponsor's control, affects the integrity or proper conduct of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process or the operation of the Sweepstakes or is determined to be acting in violation of these Official Rules or in a disruptive manner. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries; theft, destruction or unauthorized access to, or alteration of, entries; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem, including but not limited to any injury or damage to any person's computer related to or resulting from Sweepstakes participation; typographical, printing or other errors or omissions in these Official Rules, in any Sweepstakes-related advertisements or other materials, or other problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, in the processing of entries, in the selection or announcement of winners or in the awarding of prizes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor is not responsible for any damage to an entrant's system, which is occasioned by participating in this Contest or by downloading any information necessary to participate in the promotion. Sponsor also is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error, which may occur in the processing of the entries in the Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute regarding the identity of an individual who actually submitted an online entry, the entry will be deemed submitted by the authorized account holder of the Facebook account. Potential winner may be required to show proof of being the authorized account holder.

### **Prizes:**

One winner will receive #2 one day passes to the Fed Ex St. Jude Golf Tournament June 2<sup>nd</sup> – 8<sup>th</sup> and a dozen golf balls. The value of this prize is \$95.

### **Winner:**

There will be one total winner during the Sweepstakes Period. Winners will be randomly selected from a pool of eligible individuals who enter a correct submission in compliance with the Submission Guidelines and all other provisions of these Official Rules during the Contest Period. Odds of winning will depend on the number of entries received during the Contest Period. Individual may only win one (1) time during the contest period. Within two business days after the end of the Contest Period, the winner will be announced. The winner will be notified by email, Facebook post, telephone and/or USPS mail, or other delivery service of Sponsor's choice. Prize Conditions: All taxes, if applicable, are the sole responsibility of the winners. Upon initial notification and verification of a winner, confirmation will be sent to winner(s) as noted above. Prize winners may be required to sign an Affidavit of Eligibility and Liability/Publicity Release and be required to sign upon receiving of prize. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential winner fails to return requisite documents within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected by random drawing from a pool of all eligible entries. The potential winner is subject to verification before any prize will be awarded.

### **Other Terms & Conditions:**

The Sweepstakes is subject to all applicable federal, state, and local laws. By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and agree that: 1) Sponsor and its designees and assigns shall have the right and permission to use (unless prohibited by law) the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without further notice, permission or compensation; 2) Sponsor and its designees and assigns and all of their respective officers, directors, employees, representatives and agents ("Released Parties") shall have no liability and entrant will indemnify, defend and hold Released Parties harmless from any liability, loss, injury, or damage to entrant themselves or any other person or entity, including personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize (including any prize activity or travel related thereto) or participation in this Sweepstakes; and (3) Released Parties are not responsible for typographical or other errors in the offer or administration of any Sweepstakes, including but not limited to errors in the advertising, Official Rules and selection and announcement of the winner. Entrants further acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Sponsor reserves the right, in its sole discretion, to disqualify any entry and to modify, terminate or suspend this Contest should a virus, bugs, non-authorized human intervention, action of entrants, or other causes beyond the

reasonable control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, if the Sweepstakes is modified, terminated or suspended, at Sponsor's discretion, select winners by a random drawing from those eligible, non-suspect entries. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose.

**Disputes:**

By entering the Sweepstakes, entrants agree that 1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Tennessee. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts of Tennessee, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prize(s) set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**Winners List:**

Winners will be posted on First State's social media pages at the end of each giveaway.

**Sponsor:** First State Bank, 115 West Washington Avenue, Union City, TN 38261.