

# TERMS & CONDITIONS

## NSU Tailgate Giveaway Sweepstakes

**Official NSU Tailgate Giveaway Sweepstakes Rules:** This promotion is subject to all applicable federal, state and local laws, and regulations, and is void where prohibited. Sweepstakes promotion shall be governed by, and construed in accordance with, the laws of the State of South Dakota. By participating in the sweepstakes all entrants agree to these terms and conditions.

**Eligibility:** No purchase necessary to win and will not improve the chances of winning. Prize is non-transferable, non-returnable and cannot be sold or redeemed for cash. Must be 18 years of age or older to be eligible for this sweepstakes. Plains Commerce Bank employees, employee family (immediate family members including a spouse, siblings, children, and parents including foster and step-relations), employee households (those living in the same house, whether related or not) and Plains Commerce Bank Board of Director members are not eligible. Sweepstakes rules subject to change at the discretion of Plains Commerce Bank at any time

**How to Enter:** One (1) winner will be drawn to receive one (1) set of bean bag boards on the following dates: Sept 2, Sept 19, Oct 10, Oct 24, Oct 31 and Nov 14, 2022. Verifiable retail value per set \$300.00. Prize must be picked up at Plains Commerce Bank 524 S. Dakota Street, Aberdeen, SD no later than Nov 30, 2022.

Entrants can also mail in a submission to Plains Commerce Bank, Attn: Chad Hatzenbuhler, 524 S. Dakota Street, Aberdeen, SD 57401. Mailed entries must include: First and last name, mailing address, phone number and the name of the sweepstakes to be entered; NSU Tailgate Giveaway Sweepstakes. Mailed entries must be postmarked no later than the Thursday prior to each drawing. Outside of the prize awarded, there will be no additional fees paid by the Bank to participants for submission entry.

**Miscellaneous and Conditions of Participation:** Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Drawing Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the state of South Dakota and North Dakota without regard to conflicts of law. All suits or claims brought in connection with the Drawing must be brought in a state or federal court in South Dakota or North Dakota. Taxes and fees, if any, are the sole responsibility of the winner. By entering a Drawing, entrants fully and unconditionally agree to be bound by these Official Drawing Rules and the decisions of the Sponsor, which will be final and binding on all matters relating to the Drawing, and warrant that (s)he is eligible to participate in the Drawing. The Sponsor reserves the right to disqualify any entrant if these Official Drawing Rules are not followed, change, alter, or amend these Official Drawing Rules or alter, modify, suspend, or terminate a Drawing, as necessary, in its sole discretion, to ensure the fair administration of the Drawing or to comply with applicable law.

**Release:** Each entrant agrees, except where prohibited by law, to release and discharge, hold harmless, and indemnify the Sponsor, its employees, agents and representatives, officers and directors and their immediate families, successors and assigns, and all others associated with the development and execution of the Drawing, from any and all tax liability that may be imposed or associated with receipt or use of the Prize, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury, or losses sustained in connection with the receipt, ownership, use, or misuse of the Prize or while traveling to, preparing for, or participating in any drawing-related activity.

**Publicity:** Except where prohibited by law, by entering a Drawing or by winning, entrants grant to the Sponsor the right to publicize the entrant's name, photograph, image, likeness, voice, statements, and biographical information in all manner and media, worldwide, in perpetuity, for advertising, trade, and promotion purposes without compensation and without opportunity for review.

**Limitations of Liability:** The Sponsor, its employees, agents and representatives, officers and directors and their immediate families, successors and assigns, and all others associated with the development and execution of a Drawing shall have no responsibility or liability for (i) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in a Drawing; (ii) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in telephone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or a Drawing; (iv) technical or human error which may occur in the administration of a Drawing; or (v) failed, incomplete, garbled, jumbled, corrupted, or delayed computer transmissions which may limit an individual's ability to enter a Drawing, including any injury or damage to entrant's or any other person's computer relating to or resulting from entering a Drawing or downloading any materials related to a Drawing.

**Entrant's Personal Information:** Information collected from entrants will be maintained by the Sponsor and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.

**Copy of Rules/List of Winners:** For a copy of these Official Drawing Rules and/or a list of winners' names, send your request and a self-addressed envelope to the address listed below.

**Sponsor:** Plains Commerce Bank, 524 S Dakota Street, Aberdeen, SD 57401

Participants agree and acknowledge an IRS form 1099-MISC may be filed for the winner.

