U.S. Bank Financial Genius Scholarship Program Official Rules

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

- 1. ELIGIBILITY: The U.S. Bank Financial Genius Scholarship Program (the "Program") is only open to entrants who, as of the entry date, are permanent legal residents of the United States and the District of Columbia (excluding residents of New York and Florida, Puerto Rico, Guam, and other U.S. Territories) who are at least thirteen (13) years old. Entrants under the age of 18 years must obtain the consent of their parent or legal guardian to enter. Entrants must be a high school senior or current undergraduate college student enrolled by September 1, 2015 at an eligible two- or four-year college or university. To be eligible for the Financial Genius Scholarship, in addition to the entry criteria above, entrants must also complete all eight Financial Genius education modules. Visit https://atwork.everfi.net/usbankscholarship for course details. The Program is void outside the eligible Program territory and where prohibited or restricted by law. Employees, officers and directors of U.S. Bank National Association ("Sponsor") [and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Program, and any webs pages and advertisements relating thereto, is intended for viewing only within the eligible Program territory, and entrants must be present in the eligible Program territory at the time they enter.
- 2. ENTRY PERIOD. The Promotion begins at 5:00 p.m. CT on March 5, 2015 and ends at 5:00 p.m. CT September 17, 2015 (the "Entry Deadline"). All Program entries must be received by the Entry Deadline to be eligible.
- 3. HOW TO ENTER: During the Entry Period, go to www.usbank.com/scholarship and follow the links and instructions for online entry.

\$5,000 Financial Genius Scholarship: For a chance to win one of five \$5,000 scholarship prizes, completely fill out the online application/entry form and submit it in accordance with the on-screen instructions. You may also print on a 3 x 5 inch piece of paper your full name, complete home address, day and evening phone numbers, email address (if any), your age, and the eligible college or university at which you will be enrolled, and send it by United States mail in a sealed envelope no larger than 9 1/2" x 4 1/4" (a #10 envelope) with correct postage to "U.S. Bank Scholarship Program - Entry," c/o U.S. Bank Office of Corporate Citizenship, 1420 Kettner Blvd, 7th Flor, San Diego, CA 92101. All mail-in entries must be received by Sponsor during the Entry Period. Limit one entry per person. No facsimiles, photocopied or mechanically reproduced entries allowed. Then proceed to <u>https://atwork.everfi.net/usbankscholarship</u> and complete all eight Financial Genius education modules. Each learning module is approximately 10-15 minutes long and contains a series of videos, animations, activities, and knowledge checks.

All Entries. All entries described above must be received by Sponsor during the Entry Period. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Limit one entry per person. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. See Section 12 below ("Data Collection") regarding data collected online in connection with an entrant's entry.

- 4. SCHOLARSHIP PRIZE DRAWING: After the Entry Deadline Sponsor will hold a random drawing to determine the winners. Five (5) winners of the \$5,000 Financial Genius Scholarship prize will be chosen from all eligible entries received by the Entry Deadline. Winners will be notified by telephone and will be confirmed by registered mail or other traceable form of delivery. Non-winners will not be notified. Odds of winning depend on the number of eligible entries received. Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Program.
- 5. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Program, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the scholarship prize), which are final and binding in all respects.
- 6. SCHOLARSHIP PRIZES: Each of five winners of the Financial Genius Scholarship will receive a \$5,000 scholarship prize. Prizes are not transferable. Federal, state, and local taxes and any expenses relating to the acceptance or use of the prize are the sole responsibility of the winners. Winners must take delivery of the prize within sixty (60) days of notification or it will be forfeited to an alternate winner randomly drawn from the original pool of entries.
- 7. Receipt of Prize: The winner must verify eligibility to Sponsor within 15 days of notification and execute any release of liability, eligibility, or other forms requested by Sponsor or the prize will be forfeited. Where permitted by law, winner grants Sponsor the right to use and publish his or her proper name and likeness in connection with the Program with no additional compensation due winner. Sponsor is not responsible and accepts no liability for injury, harm, loss, or damages of any kind resulting from the acceptance, receipt, or use of any prize. By accepting the prize, winner further agrees to release and hold harmless Sponsor, its subsidiaries, affiliates and related companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents harmless from all liability, claims, or damages arising out of their participation in the Program, the receipt or use of the prize, and use of their name or likeness for media or advertising purposes without compensation, except where prohibited.
- 8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Program if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Program, or if viruses,

bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Program or to be acting in violation of these Official Rules. Any attempt by any person to deliberately damage and website or undermine the legitimate operation of this Program is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

- 9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Program partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Program and/or entrant's award, receipt or use of any prize awarded in the Program.
- 10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Program; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Program or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Program, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.
- 11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Program, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Minneapolis, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Program but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Program shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, eranges, any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.
- 12. DATA COLLECTION. Entrants provide personal information to Sponsor when they enter the Program. Sponsor and its designees collect this information and use it to (a) administer this Program and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at https://www.usbank.com/privacy/.
- **13. CANCELLATION.** If for any reason beyond the control of Sponsor the Program is unable to be held, or for any cause affecting the Program's operability, fairness, integrity, or accuracy, Sponsor reserves the right to modify, suspend, or cancel the Program without notice.
- 14. WINNER'S LIST: A list of all prize winners will be posted online at <u>www.usbank.com/scholarship</u> on or about October 30, 2015. For the names of the prize winners, mail a self-addressed stamped envelope to U.S. Bank Financial Genius Scholarship Program, c/o U.S. Bank Office of Corporate Citizenship, 1420 Kettner Blvd., 7th Floor, San Diego, CA 92101.
- **15. SPONSOR:** U.S. Bank National Association is the official sponsor of this promotion.