

INCOMM VANILLA® GIFT GET GIFTING! SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.

The InComm Vanilla® Gift Get Gifting! Sweepstakes (“Sweepstakes”) is sponsored by Interactive Communications International, Inc. (“Sponsor”), 250 Williams St., 5th Floor, Atlanta, GA 30303 and is administered by PrizeLogic, LLC, 25200 Telegraph Rd., Southfield, MI 48033 (“Administrator”).

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on October 7, 2019 at 12:00 PM Eastern Time (“ET”) and ends on December 15, 2019 at 11:59:59 PM ET (“Sweepstakes Period”) and includes ten (10) weekly entry periods as set forth in the chart below (each an “Entry Period”):

ENTRY PERIOD	Start Date (at 12:00 AM ET except on 10/7/19)	End Date (at 11:59:59 PM ET)	Mail-in Entry Post Mark Date	Mail-in Entry Received By Date	Drawing Date (on or about)
1	10/7/2019 (at 12:00 PM ET)	10/13/2019	10/14/2019	10/21/2019	10/22/2019
2	10/14/2019	10/20/2019	10/21/2019	10/28/2019	10/29/2019
3	10/21/2019	10/27/2019	10/28/2019	11/4/2019	11/5/2019
4	10/28/2019	11/3/2019	11/4/2019	11/11/2019	11/12/2019
5	11/4/2019	11/10/2019	11/11/2019	11/18/2019	11/19/2019
6	11/11/2019	11/17/2019	11/18/2019	11/25/2019	11/26/2019
7	11/18/2019	11/24/2019	11/25/2019	12/2/2019	12/3/2019
8	11/25/2019	12/1/2019	12/2/2019	12/9/2019	12/10/2019
9	12/2/2019	12/8/2019	12/9/2019	12/16/2019	12/17/2019
10	12/9/2019	12/15/2019	12/16/2019	12/23/2019	12/26/2019

Non-winning entries carry over into each subsequent Entry Period. The Administrator’s computer is the Sweepstakes official clock.

- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (excluding Hawaii) and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, The Bancorp Bank, MetaBank®, Sutton Bank, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Sweepstakes Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void in Hawaii and where prohibited or restricted by law. The Bancorp Bank, MetaBank and Sutton Bank do not sponsor the sweepstakes and are issuers of the Card only.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address after entry.

3. HOW TO ENTER THE SWEEPSTAKES: There are two (2) ways to enter the Sweepstakes as described below:

A. Purchase Method of Entry: During the Sweepstakes Period, begin the entry process by purchasing a new Vanilla® Mastercard® Gift Card or Vanilla® Visa® Gift Card (in any denomination) from a participating retailer or at VanillaGift.com (“Qualifying Purchase”). The purchaser is eligible to receive one (1) Sweepstakes entry per Qualifying Purchase after completing one of the following registration processes.

(a) After making a valid Qualifying Purchase at a retail location, the purchaser should visit Get-Gifting.com (“Website”) during the Sweepstakes Period and complete and submit the registration form including, but not limited to: his/her complete first and last names (no initials); valid e-mail address; and phone number (including area code). Upon successful submission of the registration information, the purchaser must upload a photograph of the original retailer register receipt showing the Qualifying Purchase(s) OR enter his/her online order number. It is recommended that the purchaser first print his/her complete name on the original register receipt; sign and date the receipt; and circle the Qualifying Purchase(s) on the receipt before uploading the receipt. The uploaded file must be in .JPG, .JPEG, .PNG, or GIF format and may not exceed 8 MB. Receipts must be submitted by 11:59:59 PM ET on December 15, 2019 to be valid. It is strongly recommended that the entrant maintain possession of the original receipt or its photocopy. The entrant should not give a receipt to any store employee.

(b) After making a valid Qualifying Purchase at VanillaGift.com, the purchaser should select the Sweepstakes entry check box after completing the purchase.

Up to ten (10) gift cards, i.e., ten Qualifying Purchases, may be purchased in any single transaction to receive up to ten (10) Sweepstakes entries per day. Qualifying Purchases must be made during the Sweepstakes Period.

Vanilla Mastercard Gift Card is issued by The Bancorp Bank and MetaBank pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Vanilla Visa Gift Cards are issued by The Bancorp Bank, MetaBank and Sutton Bank, Members FDIC, pursuant to their respective licenses from Visa U.S.A. Inc. See the back of your gift card for its issuing bank. Gift cards may be used in the U.S. and District of Columbia everywhere Visa debit cards or Debit Mastercard are accepted. See your gift card’s Cardholder Agreement for details.

B. Mail-in Free Method of Entry Without Purchase: To receive Sweepstakes entries without making a purchase, an eligible entrant may hand-write his/her complete first and last name (no initials), valid e-mail address, valid street address (P.O. Boxes not accepted), city, state, ZIP Code, telephone number, and date of birth (MM/DD/YYYY) on a 3½”x5” card (“Mail-In Entry”) and mail it with sufficient postage to: Vanilla Gift Get Gifting!, P.O. Box 251328, West Bloomfield, MI 48325. Entrants who submit a Mail-In Entry will receive ten (10) entries into the Sweepstakes per Mail-In Entry request, per day. All Mail-In Entries must be postmarked and received by the dates in the chart in Section 1 in order to be eligible.

Mail-In Entries must be legibly hand-written by entrant. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible valid street address will be deemed incomplete and not valid entries.

Limit: Regardless of the method of entry, there is a limit of ten (10) entries per day during the Sweepstakes Period. If more than the maximum number of entries are received from the same person, telephone number and/or e-mail address, those excess entries will be disqualified. For purposes of this Sweepstakes, a day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET except on October 7, 2019 when the day will start at 12:00 PM ET.

Bonus Sweepstakes Entry: During the Sweepstakes Period, an entrant may obtain one (1) bonus entry by signing up for Sponsor’s marketing e-mails. If entrant has already signed up to receive marketing e-mails he/she will automatically receive one (1) bonus entry. Entrants who obtain an entry via this method may unsubscribe from marketing e-mails at any time by clicking the “unsubscribe” link included in the bottom of the e-mail which they received from the Sponsor. There is a limit of one (1) Sweepstakes entry through this method during the entire Sweepstakes Period.

4. RANDOM DRAWING: On or about the dates set forth in the chart in Section 1 the Administrator will randomly select the potential winner(s) from all eligible entries received. There will be a total of one hundred potential winners selected during the entire Sweepstakes Period. The specific number of winners and the prizes available in each Entry Period are set forth in the chart in Section 5. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING: There are a total of one hundred and twenty-six (126) prizes available in this Sweepstakes. Each prize will be awarded as follows:

Prize Description	Quantity	ARV (each)	Awarding Schedule
DSW Gift Card	50	\$100	5 per Entry Period
Macy’s Gift Card	5	\$1,000	1 per Entry Periods 1, 3, 5, 7, 9
Spa Week Gift Card	10	\$100	1 per Entry Period
Cracker Barrel Gift Card	10	\$50	1 per Entry Period
Go Play Golf Gift Card	10	\$100	1 per Entry Period
AMC Gift Card	10	\$50	1 per Entry Period
Express Gift Card	5	\$100	1 per Entry Periods 2, 4, 6, 8, 10
Bath & Body Works Gift Card	10	\$50	1 per Entry Period
1-800-Flowers Gift Card	5	\$100	1 per Entry Periods, 2, 4, 6, 8, 10
Vanilla Gift Card* (“Grand Prize”)	1	\$10,000	1 per Entry Period 10
Vanilla Gift Card**	10	\$1,000	1 per Entry Period

A. TOTAL ARV: The total ARV of all prizes is \$34,500.

B. Odds of Winning: The odds of winning a prize during each Entry Period will depend on the number of Sweepstakes entries received during the applicable Entry Period. The odds

of winning a prize during the final weekly drawing will depend on the number of Sweepstakes entries received during the Sweepstakes Period.

- C. General Conditions:** There is a limit of one (1) prize per person/household. The use of a gift card is subject to the terms and conditions set forth thereon and the Cardholder Agreement which shall govern the use of the gift card. Use of a gift card constitutes the user's acceptance of the terms and conditions so the winner should read all the gift card terms and conditions carefully. Winners must protect the gift card and treat the gift card as he/she would any other valuable document. The gift cards will not be redeemed or exchanged for cash, except where required by law. The gift cards will not be replaced or replenished if it lost, stolen, damaged, destroyed, or used without the winners' permission and will be voided if altered or defaced.

*\$10,000 Grand Prize will be awarded in the form of twenty (20) individual \$500 gift cards to a single winner.

**\$1,000 prizes will be awarded in the form of two (2) individual \$500 gift cards to each winner.

- 6. HOW TO CLAIM A PRIZE:** After each random drawing, Administrator will notify the potential winner by e-mail sent to the e-mail address provided at the time of registration. Before being declared a winner the potential winner of any prize valued at or over \$600 is required to sign and execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). Each potential winner (if applicable) must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) calendar days from the date it is postmarked as having been sent to the potential winner or the prize may (in Sponsor's sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event the potential winner fails to return a fully executed and notarized Affidavit within the ten (10) calendar day deadline (if applicable), the prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

Sponsor will attempt notification of each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes-related e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange, or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, each entrant agrees that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any

technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrant's or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than stated in these Official Rules, a random drawing among them will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS 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 OR NON-INFRINGEMENT.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO**

ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **PRIVACY:** Sponsor's privacy policy is available at <https://www.incomm.com/policies/privacy/>

Issuing Bank privacy policy is available at http://fscarddisclosures.com/Bancorp_Privacy_Policy.pdf
http://www.fscarddisclosures.com/Meta_Privacy_Policy.pdf
http://www.fscarddisclosures.com/WK_Privacy_Disclosure_1218.pdf

10. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render

the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, mail a self-addressed stamped business envelope to: Winners List, InComm Vanilla Gift Get Gifting! Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received no later than February 15, 2020.

Customer Service inquiries may be made at [Contact Us](#).

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