

DIGITAL EXPERIENCE PROMOTION OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN.

All entries, whether submitted through completion of the survey as described below or by mail, have an equal chance of winning.

2. HOW TO ENTER: Sweeps begins on September 14, 2021 at 12:00:01 AM Central Time and ends on October 4, 2021 at 11:59:59 PM Central Time. There are two (2) ways to enter, as follows:

- (1) **Via Completion of Survey:** click on the link sent via email for the Digital Experience Promotion or via the link on broadway.bank and follow the on-screen entry instructions. Fill in all required information. You may enter only once. Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.
- (2) **Via Mail:** On a piece of 3" x 5" paper, print your name, email address, complete address (no P.O. Boxes), daytime phone number, and date of birth. Mail to: Broadway National Bank, Attn: iNext c/o Nicky Stump, 1177 NE Interstate 410 Loop Building 1, San Antonio, TX 78209. You may enter only once. Entries must be postmarked by October 4, 2021 and received by Sponsor on or before October 18, 2021 to be eligible.

3. ELIGIBILITY: Open to residents of the 50 United States and D.C., 18 years of age and older as of September 14, 2021, except for employees of Broadway National Bank ("**Sponsor**"), and their affiliates, subsidiaries, and agencies, and members of their immediate family or persons living in the same household. Void where prohibited.

4. DRAWING: A random drawing will be conducted on October 25, 2021 by Sponsor at the address stated in Section 10 to select the winner from among all eligible entries received. Odds of winning depend on the number of entries received. Potential winners will be notified by email and phone within two (2) business days from the date of the drawing, and must sign and return the required Affidavit of Eligibility and Release within ten (10) calendar days of the date notice is sent or such other date set by Sponsor. Failure to respond within the applicable time period will result in forfeiture of prize and Sponsor shall have the option to award the prize to an alternate winner. The return of any prize notification or prize as undeliverable may result in disqualification and an alternate winner may be selected. An IRS Form 1099 will be issued in the name of the winner. All income taxes resulting from acceptance of prize are the responsibility of winner. By entering this sweepstakes, entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters. Acceptance of a prize also constitutes permission to the Sponsor to use winner's name, likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.

5. LIMITATION OF LIABILITY: By entering this sweepstakes, entrants waive all rights to, and hold Sponsor harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this sweepstakes or the acceptance, use, or misuse of any prize. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR**

EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Sponsor will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, or announcement of the prize. If, in the Sponsor's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel or modify this sweepstakes in a manner deemed appropriate by the Sponsor. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the entry form.

- 6. PRIZE:** One (1) Grand Prize: 128 GB iPhone 12. Approximate retail value \$849. Total approximate prize value: \$925 Prize consists of only the item specifically listed as part of the prize, and the Sponsor is not responsible for any additional charges, costs or fees, including but not limited to data charges, roaming charges, service fees, or billing fees, incurred by winner. Limit one prize per family or household. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.
- 7. CHOICE OF LAW AND FORUM:** Entrant agrees that all matters arising out of or relating to this sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Texas, without giving effect to any of its conflict of laws provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in San Antonio, Texas.
- 8. PRIVACY:** Information submitted with an entry is subject to the Privacy Policy stated on broadway.bank. To read the Privacy Policy, [click here](#). To read the California Consumer Privacy Act (CCPA) Notice and Policy, [click here](#).
- 9. WINNER LIST:** For the name of the prize winner, available after 12/6/2021, send a self-addressed, stamped envelope to: Broadway National Bank, Attn: iNext c/o Nicky Stump, 1177 NE Interstate 410 Loop Building 1, San Antonio, TX 78209.
- 10. SPONSOR:** Broadway National Bank, 1177 N.E. Loop 410, San Antonio, Texas.