

2024 BOOM Debit Card Sweepstakes

Official Rules

NO PURCHASE, PAYMENT OR OBLIGATIONS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. BY ENTERING INTO THE SWEEPSTAKES AND OR ACCEPTING ANY PRIZE, YOU AGREE TO THESE OFFICIAL RULES (THESE "RULES"), WHICH ARE A CONTRACT. YOU ARE RESPONSIBLE FOR READING THESE RULES CAREFULLY BEFORE ENTERING AND/OR ACCEPTING A PRIZE. THESE RULES INCLUDE INDEMNITY OBLIGATIONS AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. YOU ARE ENCOURAGED TO CONSULT WITH YOUR OWN PROFESSIONAL ADVISORS OR LEGAL COUNSEL IF YOU HAVE ANY QUESTIONS REGARDING YOUR RIGHTS OR THESE RULES.

1. **GENERAL.** The 2024 BOOM Debit Card Sweepstakes (the "Sweepstakes") is by The Bank of Old Monroe ("BOOM") and begins on March 1, 2024, at 12:01 a.m., and ends on December 31st, 2024, at 11:59 p.m. (the "Sweepstakes Period"). The sweepstakes will be divided into eleven entry periods (each, an "Entry Period" and collectively, the "Entry Periods"), which Entry Periods are further described on Schedule 1 (attached hereto and incorporated herein by this reference). Each Entry Period will begin at 12:00 a.m. on the commencement date of such Entry Period and will end at 11:59 p.m. on the end date for such Entry Period. All times set forth herein shall be based on Central Time.

The first ten Entry Periods will be for a monthly prize (each, a "Monthly Prize" and collectively, the "Monthly Prizes"). The final Entry Period will be for a grand prize (the "Grand Prize"). The Monthly Prize and Grand Prize may also be individually referred to herein as a "Prize" and collectively, the "Prizes". The Prizes are described on Schedule 2 (attached hereto and incorporated herein by this reference).

The odds of winning will depend on the number of eligible entries received. BOOM's computer system will be the official time-keeping device for the Sweepstakes and will be used to conduct all random drawings as further described below.

The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

2. **ELIGIBILITY.** Each person entering the Sweepstakes (each, an "Entrant" and collectively, the "Entrants") must be in compliance with the terms of eligibility set forth herein both at the time of entry and at the time of the drawing. Entrant agrees to honor the decisions of BOOM and acknowledges that all entries of Entrant which are not eligible or otherwise in accordance with these Rules shall be prohibited and void.

The Sweepstakes is open only to natural persons who are legal residents of both the United States of America and the State of Missouri and are 18 years of age or older as of the date of entry.

Bank of Old Monroe Executive Team members and their immediate family, Bank of Old Monroe employees, Directors and their spouses are not eligible to participate.

If an Entrant is a customer of BOOM, then such Entrant must be in good standing and shall not be in default or breach under any agreement between such Entrant and BOOM. Without limiting the foregoing, no entry will be made or honored to any Entrant whose account(s) is (are) overdrawn or has (have) been closed at the time of entry or the drawing.

BOOM reserves the right, in its sole and absolute discretion, to disqualify Entrants who are ineligible at the time of entry, at the time of drawing, or at any time between, or who otherwise violate these Rules, act with fraud or willful misconduct, or violate any applicable federal or state rules, laws, or regulations. If an Entrant is disqualified for any reason for any Entry Period, BOOM reserves the right, in its sole and absolute discretion, to disqualify such Entrant for other Entry Periods.

By participating in the Sweepstakes, whether by entering or accepting a Prize, all Entrants represent and warrant to BOOM that: (a) such Entrant is eligible to participate in the Sweepstakes in accordance with these Rules; (b) any and all information provided by such Entrant to BOOM in connection with the Sweepstakes is true and complete in all respects; (c) if the Entrant is a customer of BOOM and enters pursuant to the automatic entry method described below, then all accounts of such Entrant are in good standing and such Entrant is not in breach of any agreement with BOOM relating to such accounts; and (d) such Entrant has reviewed, understands and agrees to, and is in compliance with, the terms and conditions set out in these Rules.

3. **HOW TO ENTER.** Entrants may enter into the Sweepstakes using any of the following described methods of entry. For purposes of these Rules: (i) the term “Eligible Card” means a BOOM Debit MasterCard®; (ii) “Eligible Account” means a personal checking account at BOOM which is linked to an Eligible Card; (iii) “Eligible Cardholders” means an eligible Entrant who is the holder of an Eligible Card that is linked to an Eligible Account; and (iv) “Eligible Purchase(s)” means, subject to any other limitations or exclusions set forth herein, one or more PIN, signature-based or contactless point-of-sale purchase transactions, regardless of amount, using an Eligible Card, and which purchase transactions post to an Eligible Account. Each Entrant, regardless of entry method, is limited to one entry per Entry Period. All entries shall become the property of BOOM.

- a. **Monthly Prize Automatic Entry Method.** During the Sweepstakes Period, Eligible Cardholders who make at least 30 Eligible Purchases in an Entry Period, will be automatically entered by BOOM for the Entry Period in which such 30 Eligible Purchases were made for the Monthly Prize for such Entry Period. All automatic entries will be deemed to be submitted by the primary person in whose name the Eligible Card used to enter the Sweepstakes was issued.

Account adjustment transactions, returns, cash advances, ATM transactions or similar cash withdrawals, balance transfers, and payment of late fees, NSF fees or overdraft fees to BOOM or any affiliate of BOOM, are excluded from automatic entry. Eligible Cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for participation in the Sweepstakes.

- b. **Grand Prize Automatic Entry Method.** During the Sweepstakes Period, Eligible Cardholders who make at least 30 Eligible Purchases in any two Entry Periods, will be automatically entered by BOOM for the Grand Prize. All automatic entries will be deemed to be submitted by the primary person in whose name the Eligible Card used to enter the Sweepstakes was issued.

Account adjustment transactions, returns, cash advances, ATM transactions or similar cash withdrawals, balance transfers, and payment of late fees, NSF fees or overdraft fees to BOOM or any affiliate of BOOM, are excluded from automatic entry. Eligible Cards or card numbers

that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for participation in the Sweepstakes.

- c. ***Mail-In Alternative Entry Method.*** During the Sweepstakes Period, and for each Entry Period, eligible Entrants, which include both customers and non-customers of BOOM, may legibly print the eligible Entrant's name, address, city, state, ZIP Code, telephone number, e-mail address, and date of birth on a 3" X 5" card and mail the card in a hand-addressed, stamped envelope to 2024 BOOM Giveaway Sweepstakes, Bank of Old Monroe, Attention: Operations, PO Box 188, Old Monroe, MO 63369. Mailed entries must be postmarked by the "Mail-In Postmarked by Date" and received by the "Mail-in Received by Date" listed in the chart in Schedule 1 to be eligible for the corresponding Entry Period drawing. Each Entrant is eligible for only one entry for each Entry Period. Entrants are responsible for ensuring that each entry submitted is complete, legible, and contains true and accurate information and are otherwise in compliance with these Rules. Mechanically reproduced, photocopied, illegible, incomplete, or inaccurate entries are automatically void.
4. **RANDOM DRAWING.** BOOM will conduct a total of 11 random drawings on or about the days set forth in Schedule 1 from among all eligible entries timely received during the applicable Entry Periods set forth in Schedule 1. One Monthly Prize winner will be selected for each Monthly Prize Entry Period. Winners of a Monthly Prize will not be eligible to win any other Monthly Prize. One Grand Prize winner will be selected for the Grand Prize Entry Period. BOOM decisions are final and binding on all Entrants with regards to any and all matters relating to the Sweepstakes.

BOOM will make no less than two reasonable attempts to contact each winner using the contact information provided to BOOM. For all mail-in Entrants, this will be the information provided to BOOM with the mail-in entry. For all Eligible Cardholders, this will be the information on record with BOOM in connection with the Eligible Card and Eligible Account. Entrants are responsible for notifying BOOM in writing of any change to such information. BOOM reserves the right to make additional attempts to contact a winner, but shall have no obligation to make more than two attempts (the "Minimum Attempts"). **Provided that BOOM makes the Minimum Attempts to contact a winner, the winner shall have a period, not to exceed 7 days after the final Minimum Attempt is made, to respond to the Prize notification and claim his, her, or their Prize (the "Claim").** If a winner fails to timely make his, her, or their Claim, or refuses to accept a Prize, then BOOM may, in its sole and absolute discretion, randomly choose an alternate winner from the remaining eligible entries for the same Entry Period.

Winners must meet all eligibility requirements and, at the request of BOOM, must deliver to BOOM their Social Security number, and complete and deliver to BOOM an Affidavit of Eligibility, W-9 tax form and Publicity and Liability Release (subject to applicable law), each in form and substance acceptable to BOOM (collectively, the "Required Documents"), and each of which must be completed, signed and delivered within 7 days from the date of issuance by BOOM.

Each Monthly Prize winner will receive the Prize described in Schedule 2 for the month corresponding to the Entry Period for which they have won. Prize substitution, cash substitution, or transfer or assignment of Prizes are not permitted except as otherwise agreed to in writing by BOOM, in its sole and absolute discretion.

All winners are solely responsible for all applicable federal, state and local taxes, including, without limitation, taxes imposed on his/her/their income and BOOM recommends that each winner consult with his/her/their professional advisor accordingly. BOOM will report to the Internal Revenue Service the value of the Prizes as required by and in accordance with applicable law.

At any time that an alternate winner is selected pursuant to these Rules, the original winner shall have no further right to Claim a Prize and all rights of the original winner under these Rules shall be automatically terminated with no further notice to such original winner necessary.

- 5. PRIZE/ODDS:** The aggregate and approximate retail value of all Monthly Prizes awarded for the Sweepstakes is approximately \$24,100. The approximate retail value of each Monthly Prize is as set out in Schedule 2. The Grand Prize is worth approximately \$18,600. Odds of winning will depend on the number of eligible entries timely received for each Entry Period.

Distribution of each Prize ("Prize Distribution") will be made as follows: (i) for physical items, BOOM will make such items available for pick-up at a BOOM location of the winner's choosing and convenience. Prize Distribution shall occur within the latter of: (a) 30 days after the date the drawing for such Prize occurs, or (b) 7 days after winner Claims the Prize and completes and delivers to BOOM all required Documents.

Expenses not stated in these Official Rules, including but not limited to, taxes on Prizes and any other expense related to the acceptance of Prizes, are solely the responsibility of the winners. If applicable, winners will be issued an IRS 1099 tax form for the Prize value. Any other Prize details will be at the sole discretion of BOOM. Prizes will not be fulfilled where the drawing is void.

- 6. ADDITIONAL AGREEMENT OF ENTRANTS:** Entrants further agree: (a) To abide by these Rules and all decisions of BOOM, which shall be final in all respects relating to the Sweepstakes; (b) Except where legally prohibited, and hereby grant (and agree to confirm that grant in writing) permission for BOOM, and those acting under its authority, to use his/her/their name, photograph, voice, and likeness for advertising, trade and/or publicity purposes without compensation in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval; (c) Winners may be required to complete, sign, and return Required Documents or other documentation as BOOM may require to verify such winner's eligibility and that if all such documents are not returned on a timely basis, or if a winner is found to be ineligible, or not in compliance with these Rules, his or her Prize will be forfeited and an alternate winner may be randomly selected from among the remaining eligible entries timely received for the same Entry Period; and (d) BOOM may disqualify anyone from participating in the Sweepstakes or winning a Prize if, in its sole and absolute discretion, it determines that such person is attempting to undermine, tamper with, or abuse any aspect of the Sweepstakes, including, without limitation, by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other Entrant or BOOM representatives.

ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, BOOM RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES, TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING, WITHOUT LIMITATION, CRIMINAL PROSECUTION.

7. **PRIVACY.** Personal information provided by Entrants to BOOM in connection with the Sweepstakes may be collected, processed, stored and used by BOOM subject to its privacy rules which can be found and located at:

<https://www.bankofoldmonroe.com/privacy-policy/>

8. **LIABILITY AND INDEMNIFICATION.** By entering and/or participating in the Sweepstakes, all Entrants and winners, on behalf of themselves, their executors, heirs and assigns hereby: (a) Release BOOM and its shareholders, affiliates, officers, directors, representatives, agents, successors and assigns (collectively, the "Released Parties") from any and all liability, claims, damages, actions, costs and expenses of any kind whatsoever (including, without limitation, for injuries, death and bodily injuries, damages or losses of any kind to persons or property) which arise from, are related to, or may be sustained in connection with the conduct or outcome of the Sweepstakes or the receipt, ownership or use or misuse of any Prizes awarded, and (b) Indemnify and hold harmless Released Parties from and against any and all liability, claims, damages, actions, costs and expenses (including, without limitation, attorneys' and legal fees) arising from or relating to the foregoing and/or the acts or omissions of the Entrant or winner. Under no circumstances shall Released Parties be liable for punitive, incidental, consequential, or special damages (including, without limitation, lost profits) or any other damages in excess of actual out-of-pocket costs incurred (if any) not to exceed \$50, but in no event will attorneys' fees be awarded or recoverable. Entrants assume all risk of loss, damage, destruction, delay or misdirection of any Sweepstakes information, materials or documents submitted to BOOM, and all risk of loss, damage, or destruction arising from or relating to the use or misuse of Prizes.

Without limiting the generality of the foregoing, Released Parties shall have no liability and are not responsible for: (a) illegible, lost, late, delayed, deleted, damaged, incomplete, postage due, misdirected, undeliverable, mutilated, destroyed, or stolen mail entries; or (b) for the incorrect, delayed or inaccurate entry information whether caused by system issues, site users, inaccurate records, human processing, tampering, hacking, theft or destruction, or by equipment or programming used in this Sweepstakes; or (c) for any error, interruption or unavailable network, server, satellite, or other connections; or (d) for miscommunications, failed computer, telephone or cable transmissions, lines, or technical failure; or (e) for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or (f) for any other errors of any kind, whether human, mechanical, electronic or network. Should any portion of the Sweepstakes be, In BOOM's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of BOOM, corrupt or impair the administration, security, fairness or proper play, or submission of entries, BOOM reserves the right at its sole and absolute discretion to suspend or terminate the Sweepstakes, and select winners from entries received prior to action taken or as otherwise deemed fair and appropriate by BOOM. ENTRANTS ACKNOWLEDGE AND AGREE THAT BOOM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), AS TO THE SWEEPSTAKES, THE ODDS OF WINNING, OR ANY PRIZES, INCLUDING, WITHOUT LIMITATION, ANY SERVICES OR PRODUCTS INCLUDED WITH ANY PRIZES. BOOM EXPRESSLY DISCLAIMS, TO THE

MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOMER OF TRADE, AND ALL WARRANTIES OF TITLE OR NON-INFRINGEMENT.

9. **MISCELLANEOUS.** BOOM reserves the right to terminate the Sweepstakes at any time that it determines, in its sole and absolute discretion, that the Sweepstakes is contrary to or in violation of any applicable local, state or federal rules, regulations, statutes or laws, that the Sweepstakes exposes BOOM to a material risk of loss, or if any state or federal regulatory authority of BOOM recommends or requires termination of the Sweepstakes.

The Sweepstakes and these Rules are governed by and construed in accordance with the laws of the State of Missouri. Any litigation arising under or relating to the Sweepstakes and/or these Rules shall be brought and prosecuted only in those state or federal courts having geographic jurisdiction over Lincoln County and, to the maximum extent permitted under applicable law, Entrants agree to the exclusive jurisdiction of such courts. To the maximum extent permitted under applicable law, Entrants waive the right to a jury in any litigation arising under or relating to the Sweepstakes and/or these Rules.

Time shall be of the essence hereof. Notwithstanding the foregoing, any delay on the part of BOOM in the exercise of any right or remedy shall not operate as a waiver thereof.

All schedules attached to these Rules are incorporated herein and made a part hereof by reference. Such schedules are in addition to, and not in lieu of, the other terms contained herein.

If any provision of these Rules is prohibited by any applicable laws or regulations, such provision shall not be enforceable, but the remainder of these Rules shall remain fully enforceable, and any unenforceable provision shall be deemed to be amended to the extent necessary to be enforceable.

The paragraph headings of these Rules are for convenience only and shall not limit or define the meaning or content thereof. All pronouns and variations thereof shall be deemed to refer to masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

The name and address of the Sweepstakes sponsor is The Bank of Old Monroe, PO Box 188, Old Monroe, MO 63369. All notices or other communications required, or permitted to be delivered, hereunder to BOOM shall be in writing, delivered personally or forwarded by certified mail, postage prepaid, or by a nationally recognized courier service, to the address set forth above and shall be deemed delivered when received.

SCHEDULE 1

Monthly Prizes

Entry Period	Deadline to Enter Drawing	Mail-in Postmarked by Date	Mail-in Received by Date	Drawing Date (1 winner randomly selected for each Entry Period)
3/1/24 – 3/31/24	3/31/24; 11:59 p.m. CT	4/2/24	4/9/24 by 3:00 p.m. CT	4/9/24 at 4:00 p.m. CT
4/1/24 – 4/30/24	4/30/24; 11:59 p.m. CT	5/2/24	5/9/24 by 3:00 p.m. CT	5/9/25 at 4:00 p.m. CT
5/1/24 – 5/31/24	5/31/24; 11:59 p.m. CT	6/4/24	6/11/24 by 3:00 p.m. CT	6/11/24 at 4:00 p.m. CT
6/1/24 – 6/30/24	6/30/24; 11:59 p.m. CT	7/2/24	7/10/24 by 3:00 p.m. CT	7/10/24 at 4:00 p.m. CT
7/1/24 – 7/31/24	7/31/24; 11:59 p.m. CT	8/2/24	8/9/24 by 3:00 p.m. CT	8/9/24 at 4:00 p.m. CT
8/1/24 – 8/31/24	8/31/24; 11:59 p.m. CT	9/4/24	9/11/24 by 3:00 p.m. CT	9/11/24 at 4:00 p.m. CT
9/1/24 – 9/30/24	9/30/24; 11:59 p.m. CT	10/24/24	10/9/24 by 3:00 p.m. CT	10/9/24 at 4:00 p.m. CT
10/1/24 – 10/31/24	10/31/24; 11:59 p.m. CT	11/4/24	11/12/24 by 3:00 p.m. CT	11/12/24 at 4:00 p.m. CT
11/1/24 – 11/30/24	11/30/24; 11:59 p.m. CT	12/3/24	12/10/24 by 3:00 p.m. CT	12/10/24 at 4:00 p.m. CT
12/1/24 – 12/31/24	12/31/24; 11:59 p.m. CT	1/3/25	2/10/25 by 3:00 p.m. CT	1/10/25 at 4:00 p.m. CT

Grand Prize

Entry Period	Deadline to Enter Drawing	Mail-in Postmarked by Date	Mail-in Received by Date	Drawing Date (1 winner randomly selected)
3/1/24 – 12/31/24	12/31/24; 11:59 p.m. CT	1/3/25	1/10/25 by 3:00 p.m. CT	1/10/25 at 4:00 p.m. CT

SCHEDULE 2

Prize Descriptions

Monthly Prizes awarded based on corresponding Entry Period (in Schedule 1)

March – \$1,000 Visa Card

April – \$1,600 Outdoor grill from Old Monroe Lumber

May – \$2,000 towards a Cardinal vs Cubs Chicago trip

June – \$3,500 outdoor patio set from Suburban Leisure

July – \$3,000 Vacation Voucher

August – \$1,500 worth of fuel from Fastlane

September – \$2,000 voucher to Child's Tire

October – \$3,000 voucher to Troy Furniture

November – \$5,000 4-Wheeler from Lincoln County Power Sports

December (Monthly Prize) - \$1,000 Visa Card

December - **GRAND PRIZE!** 2024 Polaris Ranger valued at \$18,600