

AbbyBank's \$1,000 Charitable Donation Giveaway
Sweepstakes Rules and Conditions - 2018

1. No purchase necessary to enter. Open to all residents of Wisconsin. There are no age restrictions. By participating, you agree to these Official Rules and to all decisions of Sponsor, which are final and binding in all respects. All winners will need to provide a picture identification and social security or identification number for tax purposes.
2. AbbyBank is the Sponsor of the \$1,000 Charitable Donation Giveaway. The Promotion begins on September 5, 2018 and ends October 19, 2018. All entries can be made at the Appleton AbbyBank location, 1500 N. Casaloma Drive, Appleton WI 54913 during open office hours; Mondays – Fridays 8:30 a.m. through 5:00 p.m. You may also enter to win through our Facebook page under events, by emailing messaging us on Facebook or by calling 920-560-5830. Sponsor reserves the right to modify or terminate the Promotion at any time.
3. **HOW TO ENTER:** Promotion begins September 5, 2018 and ends October 19, 2018. Each contestant will enter their full name and charity of choice on a slip of paper at the Appleton AbbyBank location, go onto Facebook and comment on our event page, message us on Facebook or call 920-560-5830. Charitable winner (not the nominator) must agree to let newspaper use their organization name and photo on all social media platforms and print platforms (newspaper, etc.).
UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED.
4. **RESTRICTIONS:** Each contestant is eligible to participate 1 entry per person for the duration of this contest. Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion, are not responsible for any failure of any electronic equipment, computer transmissions and/or network connections, nor are they responsible for any inaccuracies in information which may be used in the Promotion, or for any technical or human error which may occur in the processing of attempts, including data entered by contestants. Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion, reserve the right to discontinue the Promotion at any time, in which event, only entries received prior to that date will be considered.
5. **PRIZE(S) / ODDS:** The prize is a \$1,000 charitable donation to a local charity in the surrounding Appleton area (need not be non-profit). The estimated odds of the promotion are 1 in 100. Only the prize won will be awarded. **UNCLAIMED PRIZES WILL NOT BE AWARDED.** Prize will only be awarded upon winner validation and verification. Taxes, fees or other charges, if any, are the sole responsibility of winner. By accepting a prize, winner release and discharge Sponsor, its affiliated companies, participating sponsors, information providers, content providers, subsidiaries, advertisers, advertising agencies, promotional and marketing agencies, and any other companies involved with or otherwise providing services related to this Promotion, and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Promotion.
6. **NOTIFICATION AND AWARDING OF PRIZE(S):** Winners, if any, will be required to sign and return an Affidavit of Eligibility and Publicity/Liability Release, within thirty (30) days of notification.

Affidavit of Eligibility must be complete and include winner's social security or identification number. The information in winner's Affidavit of Eligibility must be correct and must mirror the information provided in winner's entry or winner is disqualified. If winner(s) cannot be contacted, is ineligible, fails to claim a prize or fails to return the completed and executed Affidavit/Release as required, or if the Prize Notification or prize is returned as undeliverable, prize will be forfeited. No unclaimed prizes will be awarded. By participating, a winner, except where prohibited by law, grants Sponsor, Sponsor's designee and their affiliated companies the right to use the winner's name, likeness, picture, portrait, hometown, voice, biographical information and written submissions and written or oral statements, for advertising and promotional purposes without additional compensation unless required by law.

7. Each participant, as a condition of participating, releases and agrees to indemnify and hold harmless Sponsor, the prize provider, their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Promotion related activity, or participation in this Promotion. The winner shall bear all risk of loss or damage to his/her prize after it has been delivered.
8. Sponsor reserves the right, at its sole discretion, to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods.
10. **LIMITATIONS OF LIABILITY:**
 - a) Any attempted participation by means other than those permitted by these Rules, is void. Sponsor and any participating promotion agencies or prize providers will not be responsible for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries; or any technical error or failure, or unauthorized human intervention, or for the inaccurate capture of entry or other information, or the failure to capture any such information. Sponsor is not responsible for contacting any participant if that participant has changed contact information and failed to provide Sponsor with the proper contact information when such information is required.
 - b) Neither Sponsor nor any participating promotion agencies or prize providers are responsible for any incorrect or inaccurate information or for any faulty or failed electronic data transmissions, lost, late, damaged, misdirected entries, incomplete or inaccurate capture of entry information (regardless of cause). If, for any reason, the Promotion is not capable of running as planned for any reason which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right to terminate, modify or suspend this Promotion, in whole or in part, and if possible, to select the Contestants from entries received prior to the action taken or as otherwise may be deemed fair and appropriate by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion.

11. IN NO EVENT WILL SPONSOR, ANY PARTICIPATING PROMOTIONAL COMPANIES OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
12. MISCELLANEOUS: This Promotion is subject only to the laws of Wisconsin in the United States. Prizes will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
13. ARBITRATION/CHOICE OF LAW: Except where prohibited, participants in the Promotion agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of Wisconsin, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive 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. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without regard to conflicts of law doctrine.
14. Winner list: For the name of the winner, send a self addressed stamped envelope, postmarked by December 31, 2018 to "AbbyBank \$1,000 Charitable Donation Winner's List", AbbyBank, 401 E. Spruce Street, PO Box 648, Abbotsford, WI 54405. All local, state, and federal taxes are of sole responsibility of the winner(s).