First Liberty Bank's Grateful Giveaway - Official Rules

NO PURCHASE IS NECESSARY. YOU DO NOT HAVE TO BE A CUSTOMER OF FIRST LIBERTY BANK TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: First Liberty Bank's Grateful Giveaway (the "Giveaway") is open to individuals who visit the Norman First Liberty Bank branch during the Giveaway period and who are 21 as of the date of entry. No purchase is necessary to enter or win. You do not have to be a customer of First Liberty Bank to enter or win. Employees of First Liberty Bank (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Giveaway.
- 2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of First Liberty Bank, as final and binding as it relates to the content. The Giveaway is subject to all applicable federal, state and local laws.
- 3. Giveaway Period: Entries will be accepted in our drive-thru or lobby starting on 10/21/2020 and ending 11/17/2020. All entries must be received by 11/17/2020 at 5:30PM CST.
- **4. How to Enter:** The Giveaway must be entered by visiting our Norman Branch during the giveaway period. In order to enter in the Giveaway, you will be required to provide your name and contact information. You may participate by visiting through the drive-thru or lobby. You may enter only once.
- **5. Prize:** Winner will receive the Grateful Giveaway Gift Basket. The gift basket includes the following: a signed football by Barry Switzer, OU Bleacher Cushion, OU Sweatshirt Blanket, Siskiyou Oklahoma Sooners 3 in 1 BBQ Tool, Etched OU 21oz Boulder Stemless Wine Glass, Etched OU Pint Glass, 4 assorted koozies, \$50 gift certificate for Hal Smith Restaurants, mixed 6 Pack of beer from Black Mesa Brewing, and Billy Sims BBQ Sauce. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for First Liberty Bank to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- **6. Winner selection and notification:** The winner of the Giveaway will be selected in a random drawing under the supervision of the Sponsor. The winner will be notified via email/phone to the email address/phone number they provided when entering the Giveaway within five (5) business days following the winner selection. The winner must pick up the Grateful Giveaway Basket from the Norman Branch during regular business hours. First Liberty Bank shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 5 business days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.
- 8. Rights Granted by you: By entering this content you understand that First Liberty Bank, anyone acting on behalf of First Liberty Bank, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- 9. Terms: First Liberty Bank reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, First Liberty Bank may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by First Liberty Bank. First Liberty Bank reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Terms & Conditions.
- 10. Limitation of Liability: By entering you agree to release and hold harmless First Liberty Bank and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
- 11. Disputes: this giveaway is governed by the laws of the United States of America and Oklahoma, without respect to conflict of law doctrines. As a condition of participating in this Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Oklahoma having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway), and participant further waives all rights to have damages multiplied or increased.
- **12. Privacy Policy**: Information submitted with an entry is subject to the Privacy Policy stated on the First Liberty Bank Web Site. To read the Privacy Policy, https://myfirstliberty.com/privacy-and-security click here.
- 13. Sponsor: The Sponsor of the Giveaway is First Liberty Bank, 3500 24th Ave NW, Norman, OK, 73069.