

The Bankers' Bank of the West Mastercard Debit Card Acquisition Incentive Program Contest Official Rules ("Official Rules")

NOT OPEN TO THE GENERAL PUBLIC

--- Open only to eligible Bankers' Bank of the West Bank employees ---

No Purchase or Payment Necessary To Enter Or Win. A Purchase or Payment Will Not Increase Your Chances of Winning.

THESE OFFICIAL RULES ARE NOT AN EMPLOYMENT CONTRACT and do not create any binding agreement for future or continued employment for any eligible employee (or anyone else). These are the terms and conditions that are applicable to the Contest (defined below), which may be revoked by Sponsor, including the reduction or elimination of prizes, at any time, for any reason, with appropriate notice to the eligible employees. PARTICIPATION IN THIS CONTEST IS ENTIRELY VOLUNTARY AND YOU MAY ONLY PARTICIPATE/ENTER DURING YOUR NORMAL WORKING HOURS.

Contest Period: The Bankers' Bank of the West Mastercard Debit Card Acquisition Incentive Program Contest ("**Contest**") begins at 12:00:01AM Mountain Time ("**MT**") on 1/1/23 and ends at 11:59:59PM MT on 3/31/23 ("**Contest Period**") within participating affiliates ("**Affiliate**") and the Participating Affiliate Branches ("**Branch**") as described below. The Contest is intended to incentivize employees to increase Mastercard Debit credit card applications at their Branches.

Eligibility: The Contest is open only to full-time and part-time employees of participating Branches (*listed in chart below*) who are legal permanent residents of one (1) of the fifty (50) United States or the District of Columbia, and eighteen (18) years of age or older as of 1/2/23. The following are deemed to be "**Released Parties**": The Bankers' Bank of the West ("**Sponsor**" or "**BBW**"), Mastercard International Incorporated ("**Mastercard**"), teamDigital Promotions, Inc. ("**Administrator**"); and each of their respective parent companies, affiliates, retailers, distributors, subsidiaries, prize providers and advertising/promotion agencies. To be eligible to win a prize, you must be employed by Bankers' Bank of the West participating affiliate as listed below and be an employee in good standing during the entirety of the Contest Period, at time of winner selection and at time any prize earned is awarded. Void where prohibited by law. By participating in this Contest, participants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; and (b) acknowledge compliance with these Official Rules.

How to Participate:

- Thirty-seven (37) Branches will compete within the existing two (2) Affiliates during the Contest Period. Affiliate and Branch assignments will not be changed during the Contest Period (Participating Affiliate and Branch assignments are described below). Each Branch will be

assigned a Mastercard debit credit card application sales goal (referred to herein after as “highest % to sales goal”).

- Two (2) prize award opportunities are available for the Contest, as follows:

Affiliate Employee Awards:

One (1) Branch employee from each Branch listed in Affiliate Category 1 (“**Affiliate Category 1**”) (*listed in chart below*) with the highest % to sales goal measured from 1/2/23 – 3/31/23 will receive the following award:

Five (5) First Prizes: Each Branch employee in the winning Branch will receive one (1) \$100 Mastercard Prepaid® card.

Affiliate Branch Awards:

Branches listed in Affiliate Category 2 (“**Affiliate Category 2**”) (*listed in chart below*) will compete during the Contest Period. One (1) Branch from each Branch listed in Affiliate Category 2 (“**Affiliate Category 2**”) (*listed in chart below*) with the highest % to sales goal from 1/2/23 – 3/31/23, will receive the following award:

Six (6) First Prizes: Each Branch will receive one (1) \$500 Mastercard Prepaid® card.

Winner Selection/Notification: After the Contest Period, on or about 4/14/22, the top performing employee at each Branch within Affiliate Category 1, and the top performing Branches within Affiliate Category 2 will be identified by Bankers’ Bank of the West’s designated representative(s). Winners will be announced by email communication to the Branch Managers from Bankers’ Bank of the West.

Prizes: There will be a total of five (5) Affiliate Employee Awards First Prizes, and six (6) Affiliate Branch Awards:

PRIZE LEVEL	PRIZE
<i>Affiliate Employee Awards</i>	
Five (5) First Prizes	\$100 Mastercard Prepaid® card
<i>Affiliate Branch Awards</i>	
Six (6) First Prizes	\$500 Mastercard Prepaid® card

The *Affiliate Employee Awards* will be awarded to winning Branch employees via Bankers’ Bank of the West, and the *Affiliate Branch Awards* will be awarded to the Branch Manager at each Affiliate Branch location. A winning employee will only receive the prize if they are still employed with Sponsor when the prize is awarded. No transfer, assignment, cash redemption or substitution of prizes except

by Sponsor due to prize unavailability, or other reasons determined by Sponsor, and then for a prize of equal/greater value. Mastercard Prepaid cards awarded to winning Affiliate Branches will be fulfilled to the care of the applicable Branch Manager as designated by authorized Sponsor representatives(s), and the Branch Manager will use the Prepaid Card at his discretion for the benefit of the branch.

Participants shall not receive any overtime pay or other compensation for any work performed in connection with the activities in connection with the Contest and participants should not expect to receive any compensation other than their normal pay. Prizes won in this Contest are not considered a bonus or part of any bonus program that Sponsor may offer, except as may be determined by applicable law.

Miscellaneous: Released Parties not responsible for lost, illegible, incomplete, inaccurate, late, misdirected, mutilated, or stolen entries/points; failure to process account applications or entries; failures or malfunctions of phones, phone lines or telephone systems; interrupted or unavailable network, server or other connections, miscommunications, failed computer hardware/software or other technical failures; any error, omission, interruption, defect or delay in transmission, communication; technical or mechanical malfunctions; printing errors appearing within these Official Rules or in any Contest-related ads/materials; human-processing error; failures of electronic equipment, computer hardware/software; point, entry tabulation errors or other errors or problems of any kind whether mechanical, human, electronic or otherwise. Sponsor can void any entries that it believes may be an attempt to tamper with or impair Contest administration, security, fairness, or proper play.

Should a potential winner decide to decline his/her prize for any reason whatsoever Sponsor shall have no further obligation to that potential winner and an alternate winner may be randomly selected from among all remaining eligible Contest entries. By participating, entrants agree to be bound by these Official Rules and agree that Released Parties and their designees and assigns and all of their respective officers, directors, employees, shareholders, representatives, agents, and the franchisees of any of them shall have no liability and entrant will defend, indemnify and hold harmless Sponsor and the other Released Parties from and against any liability, loss, injury, or damage of any kind (including attorney's fees) to any person or entity, including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of: (i) entrant's participation/entry in the Contest, (ii) any materials he or she may submit in connection herewith; (iii) the acceptance, possession, use or misuse of a prize or participation in any activities associated with the Contest or any prize awarded in connection herewith; (iv) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize. The Released Parties are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with

the administration, security, fairness, integrity or proper conduct of the Contest. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Contest and to modify, suspend, and/or terminate this Contest (or portion thereof) should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Contest and, in the case of termination, at its discretion, select winners via a random drawing from all eligible, non-suspect entries received prior to the event that required such termination. In the event Sponsor and/or Administrator is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's and/or Administrator's control (each, a "**Force Majeure**" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor and Administrator additionally reserve the right, in their sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's or Administrator's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. CAUTION: Any attempt to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor and the applicable Released Parties reserve the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. Released Parties make no warranty, guaranty or representation of any kind concerning prize and disclaim any implied warranty. Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) maintain no control over the personnel, equipment or operation of any manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prize provided in connection with the Contest; and (b) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of New York. All issues and

questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state of New York without giving effect to any choice of law or conflict of law rules. 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, including attorney’s fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.

Names of Winners: Each Branch Manager will have available the list of winners after 6/9/23.

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Sponsor: Bankers’ Bank of the West, 1099 18th St., Denver, CO 80202.

Full List of Participating Affiliate Branches:

Affiliate Category 1:

Bank Name	M/C Number	Street Address	City	State	Zip
Boelus State Bank	164373	523 Delaware St.	Boelus	NE	68820
Commercial Bank	155214	401 W Main St.	Nelson	NE	68961
First National Bank	111602	201 N Logan Ave.	Fleming	CO	80728
Lusk State Bank	108641	445 S Main St.	Lusk	WY	82225
Thayer County Bank	106148	402 Lincoln Ave.	Hebron	NE	68370

Affiliate Category 2:

Bank Name	M/C Number	Street Address	City	State	Zip
Chambers State Bank	117935	104 E Main St.	Chambers	NE	68725

Farmers State Bank Branch		220 E Nebraska St.	Ewing	NE	68735
Champion Bank	151882	16790 Centre Ct.	Parker	CO	80134
Tuscon LPO Branch		6890 S. Tuscon Way	Centennial	CO	80112
Equitable Savings & Loan Association	114080	221 N. 3rd St.	Sterling	CO	80751
Equitable Savings & Loan Assn.		201 Main Ave.	Akron	CO	80720
Equitable Savings & Loan Assn.		300 Clayton St.	Brush	CO	80723
Equitable Savings & Loan Assn.		1420 Lowell Ave.	Burlington	CO	80807
Equitable Savings & Loan Assn.		300 E. Horsetooth Rd.	Fort Collins	CO	80525
Equitable Savings & Loan Assn.		331 Main St.	Fort Morgan	CO	80701
Equitable Savings & Loan Assn.		120 Cedar St.	Julesburg	CO	80737
Equitable Savings & Loan Assn.		888 Main St.	Limon	CO	80828
Equitable Savings & Loan Assn.		300 Main St.	Wray	CO	80758
Equitable Savings & Loan Assn.		222 S. Main St.	Yuma	CO	80759
Lincoln FSB of Nebraska	251084	8400 Maddox Dr.	Lincoln	NE	68520
Lincoln FSB of Nebraska		720 4th Ave.	Holdrege	NE	68949
Lincoln FSB of Nebraska		631 West 2nd	Hastings	NE	68901
Lincoln FSB of Nebraska		1002 South Dewey	North Platte	NE	69101
Lincoln FSB of Nebraska		221 Norris Ave.	McCook	NE	69001
Lincoln FSB of Nebraska		524 Chief St.	Benkelman	NE	69021
Lincoln FSB of Nebraska		7005 O. St.	Lincoln	NE	68510
Lincoln FSB of Nebraska		415 East Sixth St.	Fremont	NE	68025
Lincoln FSB of Nebraska		1822 Washington St.	Blair	NE	68008
Lincoln FSB of Nebraska		2810 Copper Ridge Dr., Ste 1	Lincoln	NE	68516
Lincoln FSB of Nebraska		673 N 132nd St.	Omaha	NE	68154
Lincoln FSB of Nebraska		5705 S 86th Dr.	Lincoln	NE	68526
Lincoln FSB of Nebraska		2401 Superior St.	Lincoln	NE	68521
North Valley Bank	116743	9001 Washington St.	Thornton	CO	80229
Broomfield Town Center Branch		1210 East First Ave.	Broomfield	CO	80020
RG Bank, A Savings and Loan Association	111788	901 1st Ave.	Monte Vista	CO	81144
Mariposa Street Branch		3416 Mariposa St.	Alamosa	CO	81101
80 Piedra Road Branch		80 Piedra road	Pagosa Springs	CO	81147