

## **UB DIRECT DEPOSIT SWEEPSTAKES**

670 Cascade W Parkway SE Grand Rapids, MI 49546 800.974.3273 | ubmich.com

## **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE, OPENING AN ACCOUNT, OR KEEPING AN ACCOUNT BALANCE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

CONSUMER DISCLOSURE: Five (5) potential winners of the Sweepstakes will be selected by a random drawing within fifteen (15) days following each calendar quarter (on or about October 15, 2025, January 15, 2026, April 15, 2026 and July 15, 2026) (each a "Drawing Date") from all eligible entries received during the prior calendar quarter. Subject to verification of eligibility and compliance with the terms of these Official Rules, each potential winner will be declared an official winner (each, a "Winner") of the Sweepstakes. The decisions of Sponsor/Bank are final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the total number of eligible entries received.

**PRIZE:** Five (5) Winners each quarter will be awarded a \$1,000.00 deposit into the UNION BANK account linked to the qualified direct deposit entry.

PRIZE CONDITIONS: All prize details shall be determined in the sole and absolute discretion of Sponsor. Prizes listed as cash may be awarded as an account credit, gift card, or currency at the sole discretion of the Sponsor. Winner is fully responsible for any and all applicable federal, state, territory, and local taxes (including income and withholding taxes). The prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. The prize may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever.

**SWEEPSTAKES PERIOD:** Sweepstakes begins July 1, 2025 at 12:00 AM EST and ends June 30, 2026 at 11:59 PM EST ("Sweepstakes Period").

**SPONSOR:** UNION BANK, 670 CASCADE W PARKWAY SE, GRAND RAPIDS, MI 49546 ("Sponsor" or UNION BANK) is the sponsor of the Sweepstakes.

**ELIGIBILITY:** Sponsor employees, directors, and members of their immediate families are not eligible to participate in the Sweepstakes. To qualify for the Sweepstakes, all entrants must be at least 18 years of age and an active customer of UNION BANK in good standing at the time of entry. Entrant must have or set up one or more recurring qualifying direct deposits totaling at least \$500 in the aggregate per month into a UNION BANK checking or savings account. These qualifying direct deposits must occur in at least three (3) consecutive months prior to the end date of the Sweepstakes Period to receive automatic entry into Sweepstakes. A "qualifying direct deposit" is a direct deposit of regularly scheduled income made electronically via ACH from an employer or other payer to an entrant's UNION BANK account using a UNION BANK account and routing number; however, deposits into a Fresh Start Checking account do not count as a "qualifying direct deposit." Previously selected Winners are ineligible for the remainder of the Sweepstakes Period and any subsequent Direct Deposit Pays Sweepstakes. Winners are limited to one (1) Sweepstakes prize per household every 90 calendar days. By entering this Sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of the Sponsor. Sweepstakes void where prohibited by law.



HOW TO ENTER: Eligible customers may enter the Sweepstakes during the Sweepstakes Period by setting up or having one or more recurring "qualifying direct deposit(s)" (see above) totaling at least \$500 in the aggregate per month into a UNION BANK checking or savings account for at least three (3) consecutive months prior to the end date of the Sweepstakes Period to receive automatic entry into the Sweepstakes. Once an entrant has successfully submitted an entry during the Sweepstakes Period, the entrant will receive one (1) entry in the Sweepstakes per qualifying direct deposit (i.e., for each \$500 of direct deposits during a month), with a limit of two (2) entries per person per month. All entries will be reset to zero (0) on each Drawing Date. Each entrant agrees to be bound by the Arbitration Agreement included in these Official Rules, unless he/she opts-out in accordance with the terms of said Arbitration Agreement.

ALTERNATIVE METHOD OF ENTRY: Eligible customers may legibly print their name, address (including zip code), telephone number (including area code), and email address (optional) on a 3X5" card and mail to: UNION BANK, Attn: Marketing – Direct Deposit Pays Sweepstakes, 670 Cascade W Parkway SE, Grand Rapids, MI 49546. Limit one mailed-in or in-person entry per person. If a write-in entry form or card is drawn, but judges are unable to determine the winner because of illegible writing, that entry form or card will be disqualified. No copies, mechanical reproductions, or metered mail accepted. Mail-in entries must be received by the last day of the calendar quarter to be eligible for that quarterly drawing. Proof of mailing does not constitute proof of delivery. The Sponsor is not responsible for lost, late, stolen, incomplete, inaccurate, undelivered, delayed, misdirected, damaged, postage-due, or illegible entries or mail. Once submitted, entries become the sole property of the Sponsor and will not be acknowledged or returned.

**SELECTION OF WINNER(S):** Winner selection is at the sole discretion of the Sponsor. For this Sweepstakes, Sponsor will randomly select five (5) Winners each calendar quarter, as detailed above, from all eligible entries during the prior calendar quarter. Each entry has an equal chance of being drawn.

**NOTIFICATION:** Each potential Winner will be notified at the e-mail address, postal address, telephone number, and/or social media account (in the sole discretion of Sponsor) provided at the time of entry (the "Prize Notification"). In the event that any potential Winner does not respond to any such Prize Notification within 48 hours of the time of initial attempted Prize Notification, or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be selected from among all remaining eligible entries. Each potential Winner will be required to verify his/her identity by any method as determined by Sponsor, including but not limited to submitting his/her valid Social Security Number. Failure to submit any identification required by Sponsor within the specified time period may result in disqualification and Prize forfeiture and, at Sponsors sole discretion and time permitting, may cause an alternate potential Winner to be randomly selected from among all remaining eligible entries.

WAIVER OF LIABILITY: By participating in the Promotion and submitting an entry, each entrant agrees to (a) be bound by these Official Rules, including all entry requirements, and (b) waive any and all claims against Sponsor, the event-hosting location, the Prize issuer, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Promotion, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of the Prize (or any portion thereof) or any travel or activity related to the receipt or use of the Prize (or any portion thereof).



**GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postagedue or garbled entries, transmissions, e-mail or mail; or any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Official Rules, in any Promotion-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Prize or in any Promotion-related materials, or the cancellation or postponement of any event. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to entrants or to any other person's computer and/or wireless device related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website or attempt to undermine the legitimate operation of the Promotion by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by Sponsor and its respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Promotion, and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty or representation of any kind concerning the Prize (or any portion thereof), and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CANCEL OR SUSPEND THE PROMOTION (OR ANY PORTION THEREOF) SHOULD VIRUS, BUGS, UNAUTHORIZED HUMAN INTERVENTION, OR OTHER CAUSES CORRUPT ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER OPERATION OF THE PROMOTION (OR ANY PORTION THEREOF). In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on an e-mail address, the winning entry will be declared made by the Authorized Account Holder of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The Authorized Account Holder is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

**PUBLICITY AUTHORIZATION:** By entering this Promotion, each entrant gives his/her express permission to be contacted by Sponsor by telephone, e-mail and/or postal mail for Promotion purposes. Each Winner, by acceptance of the Prize, grants to Sponsor, and each of its designees the right to publicize the Winner's name, city and state/territory of residence, photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.



USE OF DATA: Sponsor may be collecting personal data about entrants including, without limitation, complete name, zip code, email address, and daytime phone number (including area code) of the entrants and/or Winner. Sponsor is entitled to use personal data contained in all entries in accordance with the Sponsor's privacy policies. By participating in the Promotion, entrants hereby agree to all personal information uses and disclaimers as explained in the following privacy policies, which may be viewed on the Sponsor's website ubmich.com; or by calling 800.974.3273 to request a copy of the following be mailed:

• For all entrants, please review Sponsor's Privacy Policy on their website here: https://www.ubmich.com/privacy-policy

Each entrant agrees that Sponsor, or its designee, has the right to contact entrant by telephone, email or regular mail. Entrant may opt-out of receiving future communications as set forth in Sponsor's privacy policies or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails).

All entry data provided via an entry form is provided to Sponsor voluntarily by the entrant. Sponsor trademarks, service marks and copyrights are proprietary. All rights reserved.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Michigan, without regard to choice of law rules.

**NOTICE OF BINDING ARBITRATION AGREEMENT:** Each entrant and the Sponsor agree that the parties shall attempt to informally settle any and all disputes arising out of, affecting, or relating to this Promotion (hereafter referred to as the "Claims"). If that cannot be done, then the entrant agrees that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Notice of Binding Arbitration Agreement provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either party, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any UNION BANK branch upon request. Either party may elect to resolve a particular Claim through arbitration, even if one of the parties has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER PARTY ELECTS TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, THE ENTRANT WILL GIVE UP HIS/HER RIGHT TO GO TO COURT TO ASSERT OR DEFEND ITS RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent the entrant from submitting any issue relating to his/her accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on the entrant's behalf.

1. **Selection of Arbitrator:** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial



transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if the parties do not agree on a substitute forum, then the entrant can select the forum for the resolution of the Claims.

- 2. **Effective Date:** This Arbitration Agreement is effective upon the date of the entrant's entry in the Sweepstakes ("Effective Date"), unless the entrant opts-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
- 3. Claims Arising Prior to Effective Date: THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.
- 4. Arbitration Proceedings: The arbitration shall be conducted within 50 miles of the entrant's residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Sponsor shall pay for any filing, administration, and arbitrator fees imposed on the entrant by the AAA. However, the entrant will be responsible for its own attorney's fees, unless he/she prevails on its Claim in the arbitration, in which case, Sponsor will pay the entrant's attorney's fees. However, if the Sponsor prevails, then the entrant will not be required to pay Sponsor's attorneys' fees and cost.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- 5. Class Action Waiver: ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. THE ENTRANTUNDERSTANDS AND AGREES THAT HE/SHE IS WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- 6. **Severability:** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.
- 7. Survival: This Arbitration Agreement will survive termination of the Sweepstakes Period.
- 8. **Right to Opt-Out:** The entrant has the right to opt-out of this Arbitration Agreement, provided he/she notifies the Sponsor of his/her intent to do so within sixty (60) days after his/her entry in the Sweepstakes. The entrant's opt-out is only effective if he/she notifies the Sponsor in writing at: UNION BANK Financial Federal Credit Union, Attn: Risk Department, UNION BANK, 670 CASCADE W PARKWAY SE, GRAND RAPIDS, MI 49546 within such sixty (60) day time period. If the entrant fails to opt-out within this sixty (60) day time, he/she will be deemed to have consented to the resolution of his/her Claims through binding arbitration. In the event the entrant opts-out of this Arbitration Agreement for purposes of the Sweepstakes, it shall not affect other terms and conditions of his/her



Account Agreement or his/her relationship with the Sponsor, including any arbitration agreement unrelated to the Sweepstakes.

FOR MORE DETAILS or for questions, call Union Bank or visit a branch. For questions about AAA procedures, visit AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

