



Handcrafted Cedar Swing with Frame and Side Tables Giveaway

Official Terms and Conditions

Springs Valley Bank & Trust Company (“**Sponsor**”) is sponsoring a Handcrafted Cedar Swing with Frame and Side Tables Giveaway (the “**Giveaway**”). Unless specifically noted otherwise by Sponsor, these terms and conditions shall serve as the “**Official Rules**” for the Giveaway. The terms “**you**,” “**your**,” and “**participant(s)**,” all refer to the person entering and/or participating in the Giveaway.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. GIVEAWAY IS VALID ONLY IN THE STATE OF INDIANA, UNITED STATES; VOID WHERE PROHIBITED.

1. GIVEAWAY DATES: The Giveaway will begin at 8:30 a.m. (EST) on Monday, September 30, 2024, and end at 1:00 p.m. (EST) on Saturday, December 28, 2024 (“**Giveaway Period**”). The Sponsor’s clock will be the official timekeeper for the Giveaway.

2. SPONSOR AND PROMOTER: Springs Valley Bank & Trust Company, 1500 Main Street, Jasper, Indiana 47546 is the sponsor and promoter of the Giveaway. The Sponsor may terminate, extend, suspend or alter the Giveaway at any time in its sole discretion. Blackstone is not a sponsor of, nor affiliated with this Giveaway.

3. ELIGIBILITY: This Giveaway is open only to legal U.S. residents who are eighteen (18) years of age or older and reside in the State of Indiana as of date of entry. Employees of Sponsor, its parent company, and any affiliate of either, are not eligible to participate in the Giveaway.

4. HOW TO ENTER: During the Giveaway Period, participants may register by one of the following ways:

1. Completing the registration ticket in each below mentioned banking center:
 - a. Valley Banking Center, 8482 W. St. Rd 56, French Lick, IN 47432
 - b. Jasper Main Street Banking Center, 1500 Main Street, Jasper, IN 47546
 - c. Jasper Third Avenue Banking Center, 865 3rd Avenue, Jasper, IN 47546
 - d. Paoli Banking Center, 867 North Gospel Street, Paoli, IN 47454
 - e. Princeton Banking Center, 1501 West Broadway, Princeton, IN 47670
 - f. Washington Banking Center, 1717 South State Road 57, Suite A, Washington, IN 47501
2. Mail a postcard, including your name, complete address, daytime phone number and eMail address to: **Springs Valley Bank & Trust Company, Attention: Marketing Department, P.O. Box 830, 1500 Main Street, Jasper, Indiana 47547-0830. The postcard must be postmarked between Monday, September 30, 2024, and Saturday, December 28, 2024, and received by Thursday, January 2, 2025 (the “Mail-in Entry”).** Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or

acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

5. LIMIT AND ENTRY FREQUENCY: Participants are only allowed one (1) entry during the Giveaway Period. Any attempt by any participant to obtain more than one (1) entry, regardless of means, will void that participant's entries and that participant shall be disqualified. Illegible and incomplete entries are void.

6. WINNER SELECTION & NOTIFICATION One name will be selected from all entries received at all Springs Valley Banking Centers via a Springs Valley representative at random within thirty (30) calendar days of the conclusion of the Giveaway (the "**Selection Date**"). Drawing will be held on Thursday, January 2, 2025. The winner of the Prize (as defined below) (the "**Winner**") will be notified via telephone no later than thirty (30) calendar days following the Selection Date. If the Winner does not respond to Sponsor's first attempted contact within forty-eight (48) hours, he or she will be disqualified. In the event that the Winner is disqualified for any reason, the Sponsor will award the Prize to an alternative winner as determined by a random draw from the remaining eligible entries and such person shall be deemed the Winner. The Winner may be asked to provide confirmation as to identity. Further, the Winner may be required to sign and return an Affidavit of Eligibility, Liability Release, Publicity Release (where legally permissible), and/or provide other personal or tax information. If requested by the Sponsor, the Winner will have seven (7) business days to provide all such information and to execute such documents. The failure to comply with the foregoing requirements may cause the Winner to forfeit the Prize and, in such event, Sponsor reserves the right to select an alternate winner. All decisions of the Sponsor as to the administration and operation of the Giveaway and the selection of the Winner are final and binding in all matters related to the Giveaway.

7. PRIZE: One (1) Handcrafted Cedar Swing with Frame and Side Tables will be awarded. The verifiable retail value of the prize is \$425.00. The Prize may not be substituted, transferred or assigned, except at Sponsor's sole discretion. The Prize includes only what is specified in the aforementioned description. The Prize is awarded "AS IS." The Winner must pick up the Prize from any Springs Valley Banking Center during normal business hours within thirty (30) business days of being notified by Sponsor that the Prize is available for pickup.

8. ODDS: A total of one (1) Prize will be awarded pursuant to this Giveaway. Odds of winning the Prize are dependent on the number of eligible entries received by the Sponsor during the Giveaway Period.

9. TAXES & COSTS: Federal, state, and local taxes on the Prize, if any, and all other associated costs or expense are the sole responsibility of the Winner. An IRS Form 1099 and other tax-related forms and documents may be issued by the Sponsor if required by law.

10. RELEASE & INDEMNIFICATION: BY ENTERING THIS GIVEAWAY, YOU AGREE TO RELEASE AND SAVE, DEFEND, HOLD HARMLESS, AND INDEMNIFY SPONSOR, ITS PARENT COMPANY, THEIR DIRECT AND INDIRECT SUBSIDIARY COMPANIES, COMPANIES UNDER COMMON CONTROL WITH ANY OF THE FOREGOING, AFFILIATES AND ASSIGNS, AND ITS AND THEIR PAST, PRESENT, AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AGENTS, EMPLOYEES, MANAGERS, REPRESENTATIVES, ASSIGNS AND SUCCESSORS IN INTEREST, AND ALL PERSONS ACTING BY, THROUGH, UNDER OR IN CONCERT WITH THEM (COLLECTIVELY, THE "**RELEASED PARTIES**"), FROM, AND SHALL PAY, ANY AND ALL LIABILITIES, OBLIGATIONS, DEFICIENCIES, DEMANDS, DAMAGES, CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, ASSESSMENTS, FINES, TAXES, FORFEITURES, PENALTIES, LOSSES, FEES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, CONTINGENT OR

VESTED, MATURED OR UNMATURED, AND WHETHER OR NOT RESULTING FROM DIRECT OR THIRD PARTY CLAIMS, WHICH DIRECTLY OR INDIRECTLY RESULT FROM, RELATE TO, ARISE OUT OF, ARE IN CONNECTION WITH, OR ARE ATTRIBUTABLE TO ANY OF THE FOLLOWING: (A) THE ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE; AND/OR (B) PARTICIPATION IN THE GIVEAWAY OR ANY GIVEAWAY RELATED ACTIVITY (WHICH SHALL EXPRESSLY INCLUDE, BUT NOT BE LIMITED TO, ANY MISREPRESENTATION MADE BY YOU IN CONNECTION WITH THE GIVEAWAY, ANY NON-COMPLIANCE WITH THESE OFFICIAL RULES, ANY THIRD PARTY CLAIMS RELATING TO YOUR INVOLVEMENT WITH THE GIVEAWAY). THE FOREGOING INCLUDES, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY, PROPERTY LOSS, DAMAGE, OR DEATH ARISING IN ANY WAY IN CONNECTION WITH THE GIVEAWAY.

11. GENERAL CONDITIONS:

- By entering the Giveaway, you agree (a) to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects; (b) that your submission cannot be used by you (or third parties) for any commercial purpose other than to enter this Giveaway; and (c) to be contacted by Sponsor via telephone or eMail.
- Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this Giveaway any participant it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the Giveaway more than the permitted number of times, or tampered with the submission process, the operation of the Giveaway, or any other aspect of this Giveaway; and (ii) modify, cancel, or suspend part or all of this Giveaway in the event that human or technical errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, or other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness, or proper play of the Giveaway. In the event the Giveaway is cancelled, suspended, or discontinued for any reason, Sponsor may award the Prize based on Giveaway information collected up to the time of the Giveaway's cancellation or suspension.
- The Sponsor shall not have any obligation or responsibility, including any responsibility to award the Prize, with regard to: (i) submissions that contain inaccurate information or do not comply with or violate these Official Rules; (ii) submissions, votes, or prize claims or notifications that are lost, late, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible, or are otherwise not received by the intended recipient, in whole or in part, due to computer, human, or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction, or unauthorized access to, or alteration of, an entry, or any incorrect or inaccurate transcription of submission information; (iv) participants who have committed fraud or deception in entering or participating in the Giveaway or in claiming the Prize; (v) any problems or technical malfunctions of the Sponsor; (vi) any inability of the Winner to accept the Prize for any reason; or (vii) the inability to award all or any part of the Prize due to errors, delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.
- By entering this Giveaway, you release the Released Parties from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from your participation in this Giveaway or in any Giveaway related activity, or resulting from acceptance, possession, use, or misuse of the Prize, or while traveling to and/or from a location as part of or to obtain or use the Prize.
- You acknowledge that the Released Parties have neither made (and are not now making) nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to or relating to the Prize, including, but not limited to, any express warranties provided by the manufacturer or its affiliates, the warranty of merchantability, and/or the warranty of fitness for a particular purposes.

12. GOVERNING LAW: These Official Rules shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law principles, and all claims arising out of or relating to, in any way, these Official Rules, or the breach thereof, whether sounding in contract, tort, or otherwise, shall also be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law principles.

13. VENUE: By entering the Giveaway, you agree that any legal action or proceeding relating to this Giveaway shall be brought in a state court of general jurisdiction, or a federal court, located in Dubois County (or, if federal court, the Southern District of Indiana), and that you consent to the jurisdiction of any such court in any such action or proceeding, and waive any objection to venue based on forum *non conveniens* or any other basis for objecting to venue in such court.

14. JURY WAIVER: BY ENTERING THE GIVEAWAY, YOU HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE GIVEAWAY.

15. DAMAGES: Any and all claims, judgments and/or awards in connection with the Giveaway shall be limited to actual damages incurred in connection with such Giveaway, but in no event attorneys' fees, and 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 actual damages, and hereby waives all rights to have damages multiplied or otherwise increased.

16. ENTIRE AGREEMENT: These Official Rules constitutes the entire agreement between participant and Sponsor and there are no representations, oral or written, relating to the subject matter hereof which have not been incorporated herein.

17. NO WAIVER: No failure on the part of Sponsor at any time to require performance by a participant of any term hereof shall be taken or held to be a waiver of such term or in any way affect Sponsor's right to enforce such term, and no waiver on the part of Sponsor of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

18. SEVERABILITY: Any provision of these Official Rules which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

19 PUBLICITY RELEASE: By entering the Giveaway, you grant Sponsor permission to use your name, identity, title, likeness, appearance, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gestures, mannerisms, personality, performance characteristics, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising, trade, illustration, promotion, art, editorial, or any other purpose whatsoever, in any medium, without attribution, notice, approval, consideration, consent, or compensation, unless prohibited by law. Sponsor reserves the right to edit any of the foregoing for brevity and clarity. By entering the Giveaway, you release the Released Parties from any liability with respect thereto. Sponsor's use of all information collected from you will be in accordance with its privacy policy, found at <https://www.svbt.bank/Privacy-Policy.aspx>.

20. WINNER LIST: For the name of the Winner of the Giveaway, please email marketing@svbt.bank within thirty (30) calendar days following the conclusion of the Giveaway.