

## 1<sup>st</sup> Franklin Financial Corporation Contest and Drawing Official Terms and Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** Any 1<sup>st</sup> Franklin Financial Corporation (“1FFC”) contest or drawing (“Contest”) is open only to those who participate in the manner advertised in each particular contest and are at least 18 years of age as of the date of entry. The Contest is only open to legal residents of the United States of America and is void where prohibited by law. Employees of 1FFC (the “Sponsor”), its respective affiliates, subsidiaries, advertising and promotion agencies, and suppliers (“employees”) are not eligible to participate in the Contest. In addition, the immediate family members and those living in the same household of Employees are likewise not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**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 1FFC as final and binding as it relates to the content. The Contest is subject to all applicable federal, state and local laws.

**3. Contest Period:** Entries will be accepted in the manner advertised for each contest starting and ending on the dates and times advertised for each Contest. Unless another time is stated on the advertisement for each Contest, all entries must be received by 11:59PM EST on the last date advertised for entry of that particular Contest.

**4. How to Enter:** The Contest must be entered by submitting an entry in the manner stated in each Contest advertisement. The entry must fulfill all contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of 1FFC. Unless otherwise stated on the Contest advertisement, you may enter only once, and you must fill in the information requested. In addition, and unless otherwise stated on the Contest advertisement, you may not enter more times than indicated by using multiple addresses, email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of 1FFC.

**5. Prizes:** Winners will receive prizes as advertised on the Contest advertisement. In the event that the prize is a non-cash prize and the advertised prize is unavailable at the time of the Contest, 1FFC reserves the right to substitute a prize of similar value or give cash in an amount equal to the approximate value of the unavailable advertised prize. The specifics of the prize will be solely determined by 1FFC. 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 will be the sole responsibility of the winner. No substitution of prize or assignment of prize to others or request for the cash

equivalent by winners is permitted. Acceptance of prize constitutes permission for 1FFC to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds will be the same for entrants to each individual contest. Odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** Unless otherwise stated on the Contest advertisement, winners of the Contest will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered the Contest with within five (5) days following the winner selection. 1FFC will have no liability for a winner's failure to receive notices due to winners' 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 fifteen (15) 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.

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Terms:** In the event that a virus, bug, non-authorized human or artificial intervention, fraud, or other causes beyond 1FFC's control corrupts or affects the administration, security, fairness, or proper conduct of the Contest, 1FFC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest. In such case, 1FFC may select the recipients from all eligible entries received timely by 1FFC. 1FFC further reserves the right, at its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Contest or violates these Terms & Conditions.

As Sponsor, 1FFC has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason. Any attempt by an entrant to deliberately damage or undermine the legitimate operation of the contest may be a violation of criminal and civil laws and should such an attempt be made, 1FFC reserves the right to press criminal charges, seek restitution, or seek civil damages from any such person as permitted by law.

By entering the Contest you agree to receive email newsletters periodically from 1FFC. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

**9. Limitation of Liability:** By entering you agree to release and hold harmless 1FFC 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 contest or his or 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.

**10. Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND GEORGIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes and causes of action arising out of or connected with this Contest which cannot be resolved between the parties, will be resolved individually, without resort to any form of class action, exclusively before a court located in Stephens County, Georgia 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 Contest, if any), and participant further waives all rights to have damages multiplied or increased.

**11. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on 1FFC's Web Site. To read the Privacy Policy, [click here](#).

**12. Winners List:** To obtain a particular Contest winner(s)' name or a copy of these Official Rules, please mail a self-addressed stamped envelope to 1st Franklin Financial Corporation: ATTN: Contest Rules, P.O. Box 880, Toccoa, Georgia 30577

**13. Sponsor:** The Sponsor of the Contest is: 1<sup>st</sup> Franklin Financial Corporation, a Georgia Corporation, with principal offices located at 135 E. Tugalo Street, Toccoa, GA 30577.

