



America's Most Convenient Bank®

TD BANK "Greenville Drive Fan Package Sweepstakes" – OFFICIAL RULES / AWARD RULES

NO PURCHASE OR TRANSACTION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

Sponsored by TD Bank, N.A. ("Sponsor"), 1701 Route 70 East, Cherry Hill, NJ 08034.

- 1. Eligibility.** The *TD Bank Greenville Drive Fan Package Sweepstakes* (the "**Promotion**") is open only to legal residents of the United States residing in South Carolina and North Carolina who are at least 21 years of age. Employees, officers, and directors of Sponsor, its corporate parent, and each of their respective affiliates, subsidiaries, advertising/promotion agencies, partners, and sweepstakes prize suppliers (collectively, the "**Promotion Entities**"), and each of their immediate family members (parents, spouse, children, and siblings) and/or those living in the same household (legally related or not) are not eligible to enter or win. Entrants need not be current customers of Sponsor. Sponsor's decisions on eligibility and Sponsor's interpretation of these Official Rules will be final and binding in all respects.
- 2. How to Enter.** The Promotion takes place between March 11th-20th, 2024 (the "**Promotion Period**"). To enter, visit any TD Bank store in the Upstate area listed on the attached [Schedule A](#) ("**Participating Locations**") between March 11th-20th, 2024 during regular business hours to complete an official entry form in its entirety, and deposit the completed form in the designated entry box during the Promotion Period. Entries must be received before the end of the Promotion Period and must be complete and legible. Limit one (1) entry per person regardless of method of entry. Entry in the Promotion constitutes acceptance of these Official Rules.
- 3. Prize and Value.** A total of nineteen (19) prize packages will be awarded in this Promotion after confirmation of eligibility. Each of the 19 Participating Locations will conduct a separate drawing to select one winner from each Participating Location. Each prize package will consist of the following: A Greenville Drive voucher that can be redeemed for up to five (5) Tickets for a game or games during Opening Week (April 9-14, 2024) at the Greenville Drive (Fluor Field, 945 South Main Street, Greenville, SC 29601), a "Meet the Team Experience," \$50 Greenville Drive Gift Certificate, a TD Clear Stadium Bag, a TD Bank Baseball Cap, and a TD Bank Lawn Blanket. Approximate Retail Value of each prize package: \$350.00. Prize is non-transferable. No cash redemptions or substitutions except at Sponsor's sole discretion. Winners are responsible to redeem the vouchers for tickets in accordance with the instructions on the vouchers. Game selection subject to availability. Prize details at Sponsor's discretion. In the case of unavailability of any prize or component thereof, Sponsor reserves the right to substitute a prize or portion thereof of equal or greater value. Sponsor is not liable for delays, rescheduling, or cancellation of the prize event and no compensation will be paid in lieu of any cancelled or rescheduled event. Sponsor will not replace any lost, mutilated, or stolen tickets, vouchers, or certificates. Prize event vouchers, tickets, and gift certificates are subject to the terms and conditions as established by the event sponsor/venue. All costs, expenses, charges, and fees associated with use of the prize, travel to the prize venue, and attendance at or participation in the prize event that are not explicitly included in the prize award are the sole responsibility of winner. Taxes on prize value are the responsibility of the winner. Prize awarded "AS IS," without warranty of any kind, express or implied.
- 4. Winner Selection / Prize Claiming; Odds.** There will be nineteen (19) winners selected in this Promotion. Winners will be selected in random drawings conducted by Sponsor at each of the Participating Locations on or around March 25th, 2024 from all eligible entries collected during the Promotion Period at each respective Participating Location. Winners need not be present. Odds of winning depend on the number of eligible entries received at each Participating Location. Odds may be different at each Participating Location depending on number of entries received. Prize claims are subject to verification and compliance with these Official Rules as determined in Sponsor's sole discretion. Entries that are in excess of the stated limits, incomplete, illegible, or otherwise not in compliance with these Official Rules will be disqualified. In the event of a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor will have complete discretion over the administration of the Promotion and selection of the winner. The potential winners will be notified by telephone or by a form of electronic message within a reasonable time after selection. Notification is deemed to have occurred immediately upon placing the call or electronic message. Selected potential winners will be required to respond (as directed) to the notification within forty-eight (48) hours of attempted notification. If the potential winner does not respond or is unable to verify the information submitted with their entry, the entrant will be disqualified and their prize, if any, will be forfeited, and an alternate winner will be drawn. Verified winners will be given instructions on how to claim the prize. If the selected winner does not accept the prize, the prize will be forfeited and an alternate winner will be drawn from the remaining eligible entries. Prize winners will be required to complete, sign, and submit an affidavit of eligibility/liability release, tax ID documents, and (where legal) a publicity release ("**Documents**") and return to Sponsor within seven (7) days of receipt or else forfeit the prize. Winners are solely responsible for all federal, state and local taxes and all fees and costs associated with the prize. An IRS Form 1099 MISC will be issued in the name of winner for prize values in excess of \$600. If legitimately claimed, all prizes will be awarded. Unclaimed prizes, or unaccepted/ unused portions of a prize, will be forfeited. Winners may be required to execute additional waiver and release documents, including any waiver or release required by the prize Suppliers or event sponsors.
- 5. Publicity Release.** To the full extent permitted by law, winner irrevocably grants Sponsor the right, license, and permission to use winner's name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Promotion or in connection with any other Sponsor products, services, advertising and promotional materials, worldwide, in perpetuity, with no obligation, prior notice or approval, or consideration in addition to awarding of the prize to winner. Entrants agree not to issue any publicity concerning Promotion Entities.
- 6. Tampering with Promotion.** Promotion Entities are not responsible for actions of entrants or other third parties, including any attempts to circumvent the Official Rules or otherwise interfere with the administration, security, integrity, or proper conduct of the Promotion. Persons found tampering with or interfering with the proper conduct of the Promotion, or whom Sponsor believes to be causing any malfunction, error, disruption, or damage will be disqualified. Any attempt to cheat the Promotion, as determined at the sole and absolute discretion of the Sponsor will result in entrant's immediate disqualification, and other possible consequences, including legal action and disqualification from all existing and future promotions. ANYONE ATTEMPTING TO DEFRAUD SPONSOR OR TAMPER WITH, DAMAGE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE DISQUALIFIED AND MAY BE SUBJECT TO LEGAL ACTION. SPONSOR RESERVES RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7. Suspension / Modification / Termination.** In the event Sponsor is prevented or substantially hindered from continuing with the Promotion or awarding a prize by any cause or 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, interference with the Promotion 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 control, then Sponsor has the right to modify, suspend, or terminate the Promotion or the award of any prize. Without limiting the foregoing, Sponsor reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Promotion for any reason if Sponsor determines that the Promotion cannot be administered in a fair, proper, secure and lawful manner. The terms of these Official Rules take precedence over any conflicting Promotion materials. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prize will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

8. Waivers / Disclaimers / Releases. In consideration of participation in the Promotion and a chance to win the prize, ENTRANTS HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS ("RELEASED PARTIES") FROM AND AGAINST ALL CLAIMS, LIABILITY, COSTS, LOSSES, DAMAGES, INJURIES AND EXPENSES OF ANY KIND (INCLUDING ATTORNEY FEES AND LEGAL EXPENSES) ARISING OUT OF OR RELATED TO PARTICIPATION IN THE PROMOTION AND/OR RELATED TO THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE OR TRAVEL IN CONNECTION WITH THE PROMOTION OR PRIZE AWARD. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS RELEASE, DISCHARGE AND HOLD HARMLESS AGREEMENT EXTENDS TO CLAIMS OF PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RELATED TO OR ARISING FROM PARTICIPATION IN THE PROMOTION AND RECEIPT OR USE OF THE PRIZE, AND CLAIMS OF VIOLATION OF PROPRIETARY RIGHTS OR RIGHTS OF PUBLICITY OR PRIVACY, INCLUDING CLAIMS OF PORTRAYAL IN A FALSE LIGHT, WHETHER OR NOT CAUSED BY THE ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. Sponsor is not responsible for any typographical, human or other error in the printing, offering, selection, operation, or announcement of any Promotion activity and/or prize. Except as prohibited by applicable law, each entrant irrevocably waives any right to trial by jury in any litigation directly or indirectly arising out of or in connection with this Promotion, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby. EACH ENTRANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND LIABILITY RESULTING OR ARISING FROM THE ENTRANT'S AND ENTRANT'S GUESTS' ACTS OR OMISSIONS IN CONNECTION WITH THE PROMOTION, INCLUDING ANY VIOLATION OF LAW OR THESE OFFICIAL RULES, OR ANY MISCONDUCT IN CONNECTION WITH THE USE OF A PRIZE OR ATTENDANCE AT A PRIZE EVENT. Releases and indemnities hereunder are intended to be as broad as the law allows and apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

Without limiting the generality of the foregoing, entrants acknowledge and agree that the RELEASED PARTIES: (A) HAVE NEITHER MADE NOR WILL BE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, IN CONNECTION WITH THE PROMOTION AND/OR WITH RESPECT TO ANY PRIZE, INCLUDING, WITHOUT LIMITATION, TO ANY PRIZE'S QUALITY OR FITNESS FOR A PARTICULAR PURPOSE; (b) maintain no control over the personnel, equipment or operation of any person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with the Promotion; and (c) 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. Entrants agree that the Released Parties shall have no responsibility or liability for discontinued prizes or delayed or canceled events; human error; incorrect or inaccurate transcription of registration and/or account information; late or misdelivered mail; any technical malfunctions of the telephone network, wireless communication system, mobile network, computer system, computer equipment, software, or Internet service provider utilized by Sponsor or other Promotion Entities; interruption or inability to access any website of Sponsor or other Promotion Entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Promotion; any lost or delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the alleged negligence of the Released Parties.

9. Entry Information. As a condition of entering, each entrant consents to the collection, use, and sharing of entrant's personal information by and with Promotion Entities for purposes of administering the Promotion and to comply with applicable laws, regulations and rules. Any information provided to Sponsor may be used to communicate with entrant regarding the Promotion or included on a winner's list. Sponsor reserves the right to use personal information collected in connection with this promotion in accordance with Sponsor's privacy policy, located at: http://tdbank.com/exc/pdf/privacy_shareinformation.pdf <https://epc.td.com/td-epm-public-site/#/USA/permissions>

10. Governing Law / Limitation of Liability. All issues concerning construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or Released Parties and all other matters in connection with the Promotion will be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws, and all disputes will be resolved in the state or federal courts located in South Carolina. If any provision of the Official Rules or the Documents is found invalid or otherwise unenforceable or illegal, all other provisions will remain in effect and be construed in accordance with their terms. Sponsor's failure to enforce any term of Official Rules will not constitute a waiver. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event of discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and 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. In the event there is a discrepancy or inconsistency between the English language version and any translated version of these Official Rules, unless otherwise provided by law, the English language version shall prevail and govern. This Promotion is void outside of the area specified in the Eligibility section of these Official Rules and where prohibited or restricted by law.

ENTRANT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW: (1) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) NO ENTRANT WILL BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO MULTIPLIED OR ENHANCED DAMAGES; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE/EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW LIMITATION/EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

11. Social Media Promotion; No Sponsorship; Waiver of Liability: Although the Promotion may be featured on Facebook, X (Twitter), and/or other social media platforms, the Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, X (Twitter) and/or such other social media platforms. By participating in the Promotion, all entrants expressly acknowledge and agree that Facebook, X (Twitter) and all other social media platforms on which the Promotion may be featured are not liable in any way for any claims, damages, or losses associated with the Promotion and are deemed "Released Parties" for purposes of the Waiver, Disclaimer, and Release provisions of the Official Rules.

12. List of Winner(s)/Official Rules Requests. For a winners list or a copy of these Official Rules, send a self-addressed, stamped envelope to: "TD Bank Greenville Drive Fan Package Sweepstakes [Winners List] [Official Rules]," Attn: Marketing Dept., TD Bank, N.A., 12000 Horizon Way, Mt. Laurel, NJ 08054, within 60 days of the Promotion Date. VT residents may omit return postage.

Sponsor: TD Bank, N.A., 1701 Route 70 East, Cherry Hill, NJ 08034

Attachment: Schedule A – Participating Locations

Schedule A

Participating TD Store Locations – Greenville Drive Fan Package Sweepstakes

TD Branch Location Designation	Address
Anderson North -- 7482	2918 N Main Street, Anderson, SC 29621
Anderson South -- 7485	2808 S. Main Street , Anderson, SC 29621
Augusta Road -- 9886	2303 Augusta Street, Greenville, SC 29605
Easley Main -- 3526	200 S Pendleton St, Easley, SC 29640
Fairview Road -- 9884	640 Fairview Rd, Simpsonville, SC 29680
Greenville Main -- 3547	102 S. Main Street, Greenville, SC 29601
Greer -- 9885	516 W Wade Hampton, Greer, SC 29650
Haywood Road -- 1576	917 Haywood Road, Greenville, SC 29615
Mauldin -- 1603	305 New Ferry Rd, Mauldin, SC 29662
N. Harper/ Laurens - 3545	508 North Harper Street, Laurens, SC 29360
Pickens -- 3541	333 E Main St., Pickens, SC 29671
Seneca -- 3542	104 Mill Rd, Seneca, SC 29678
S. Broad- Clinton -- 1544	819 S. Broad St, Clinton, SC 29325
Summit -- 3543	5041 Calhoun Memorial Hwy, Easley, SC 29640
Thornblade -- 5580	6 Elmshorn Dr, Greenville, SC 29650
Travelers Rest -- 9881	6514-B State Park Rd, Travelers Rest, SC 29690
Wade Hampton -- 1588	1450 Wade Hampton Blvd, Greenville, SC 29609
Woodruff Rd -- 1605	1216 Woodruff Road, Greenville, SC 29607
Spartanburg -- 9883	340 E. Main Street Ste 210, Spartanburg, SC 29302