

FasterMoney® Sweepstakes **Official Rules**

NO PURCHASE OR TAX REFUND NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: FasterMoney Sweepstakes (the "Sweepstakes") is open only residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Pathward®, N.A ("Sponsor") and the tax preparer organizations that partner with Sponsor (except as detailed below in Section 7 for individual tax preparers whose clients win prize who entered through the Sweepstakes as set forth in Section 4 (a)), Merkle Inc., ("Sweepstakes Administrator"), DFS Services LLC and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Pathward, National Association, 5501 S. Broadband Lane, Sioux Falls, SD 57108.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on December 15, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on April 15, 2024 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter the Sweepstakes

(a) During the Promotion Period, visit a tax preparer who is partnered with Sponsor to file your 2023 income taxes (federal, state or both) (a "Sponsor Tax Preparer"). If you are eligible to receive a tax refund and you accept either your federal or state tax (or both) refund to be received on a FasterMoney Discover® Prepaid Card, (the "FasterMoney Card")* you will automatically receive one (1) entry into this Sweepstakes. If you file a joint return, Entrant will be deemed the primary taxpayer.

*The FasterMoney Discover® Prepaid Card is issued by Pathward, N.A., Member FDIC, under a license from Discover Financial Services. Discover and the Discover acceptance mark are service marks used by Pathward, Member FDIC, under license from Discover Financial Services.

Regardless of whether you are eligible for a tax refund, your tax preparer will provide you with these Official Rules. If you have applied for and been approved for a FasterMoney Card and take no action, you are confirming agreement to these Official Rules. At your option, if you select to receive either your federal or state tax refund, or both, onto a FasterMoney Card and would like to opt out of the Sweepstakes because you do not wish to participate or do not want to be bound by these Official Rules take the following actions: send an email to MYFMOPTOUT@pathward.com with "Opt-Out Request" in the subject line and include your full name in the email body requesting to not participate in this Sweepstakes. The opt-out email must be sent no later than April 16, 2024 at 11:59 p.m. ET.

(b) Enter by Mail: To enter without use of a Sponsor Tax Preparer and receipt of a FasterMoney Card for your tax refund, mail in one (1) entry during the Promotion Period. Mail in your entry by printing your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "FasterMoney Discover® Prepaid Card Sweepstakes," c/o Merkle Inc., P.O. Box 5022, Department 860577, Kalamazoo, MI 49003-5022. You will receive one (1) entry into the Sweepstakes. All mail-in entries must be postmarked by 4/15/24 and received by 4/22/24. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending

or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: You may receive one (1) entry during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won.

5. Prize Drawing: Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around April 29, 2024. The potential Grand Prize winner will be notified by Administrator by email soon thereafter. All other winners will be notified by mail or phone by Sponsor. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, where not prohibited a Publicity Release ("Declaration"), and an IRS Form W-9 which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. All other potential winners will be notified by mail or phone by Sponsor. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prizes:

ONE (1) GRAND PRIZE: \$5000. Prize will be added to the FasterMoney Card. If winner does not have a FasterMoney Card (for any reason), winner will receive a check.

TEN (10) FIRST PRIZES: \$500. Prize will be added to the FasterMoney Card. If winner does not have a FasterMoney Card (for any reason), winner will receive a check.

TWENTY (20) SECOND PRIZES: \$250. Prize will be added to the FasterMoney Card. If winner does not have a FasterMoney Card (for any reason), winner will receive a check.

B. Total ARV: The total value of all available prizes in the Sweepstakes is \$15,000.

C. Odds of Winning: The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

For All Prizes: The FasterMoney Discover® Prepaid Card is subject to the [Cardholder Agreement](#). Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Grand Prize Winner will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with

acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after winner confirmation. Limit of one (1) prize per person.

7. Prizes Offered to individual Tax Preparers: The following prizes will be offered to the individual tax preparer ("ERO") whose clients have been selected to win a prize (as described above in Section 6) and received their entry because they received a FasterMoney Discover® Prepaid Card for their federal, state or both tax refund. ***An individual tax preparer may be disqualified from receiving any prize if it does not provide these Official Rules to each and every tax client, regardless of whether they receive a tax refund and if they choose to participate in this Sweepstakes.***

Up to One (1) ERO GRAND PRIZE: ERO who issued the FasterMoney Card to the Consumer Grand Prize winner will receive a \$1,000 check or ACH bank deposit. ERO will be required to complete an IRS W-9 in order to receive the prize.

Up To TEN (10) ERO FIRST PRIZES: Each ERO who issued a FasterMoney Card to a Consumer who was selected to win a Consumer First Prize, will receive a \$250 check or ACH bank deposit.

Up To TWENTY-FIVE (25) ERO SECOND PRIZES: Each ERO who issued a FasterMoney Card to a Consumer who was selected to win a Consumer Second Prize, will receive a \$100 check or ACH bank deposit.

If any Consumer Prize is awarded to an entry who entered by the Mail In method, no prize will be offered to an ERO.

8. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Sponsor Tax Preparer (for any Consumer Prize winner), DFS Services LLC, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes, or to the receipt, use, inability to use, or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, social handle, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes for any reason, including but not limited to, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that

provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency with any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or to the receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

14. Entrant's Personal Information: Information collected from entrants will be shared with Sponsor for purposes of administration of the Sweepstakes and is subject to Sponsor's Privacy Policy: <https://www.pathward.com/privacy-policy/>.

15. Winner List: For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete.