



FIFTH THIRD BANK

**THE FIFTH THIRD MOMENTUM™ SWEEPSTAKES**  
**OFFICIAL RULES**

**CONSUMER DISCLOSURE: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**PRIZE WINNERS MAY BE REQUIRED TO EXECUTE A PRIZE ACCEPTANCE RELEASE AS MORE FULLY DETAILED BELOW. VOID WHERE PROHIBITED BY LAW.**

***BY ENTERING THE SWEEPSTAKES, YOU MUST AGREE TO THESE "OFFICIAL RULES", WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.***

**HOW TO ENTER:**

The Momentum Sweepstakes (the "Sweepstakes") begins on December 27, 2018. All Fifth Third Bank debit card customers who have downloaded the Fifth Third Momentum mobile app and completed enrollment as of February 15, 2019, as well as any new or existing debit card customers who download the Fifth Third Momentum mobile app and completed enrollment throughout the Sweepstakes Period (December 27, 2018 – February 15, 2019) will be automatically entered for a chance to win. To open a Fifth Third Bank checking account, please visit [53.com/checking](http://53.com/checking) or visit your nearest banking center. Please note it may take up to 7-10 business days to receive your Fifth Third Bank debit card.

To enter without downloading the app, mail a postcard including the sweepstakes name, your full name, contact phone number, and email to: Fifth Third Bank, PO Box 62837, Cincinnati, OH 45262. Postcard entries must be received by 5 p.m. EDT on February 15, 2019, in order to be eligible.

**Only one (1) Entry per person will be accepted.** If there is more than one account holder, the winner will be the primary account holder, as designated in Fifth Third's system of record. By submitting an Entry to the Sweepstakes, all entrants are affirming their agreement to the Official Rules. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor will be disqualified. If you do not wish to be included in the Sweepstakes, please call 1-800-487-4762 to have your account removed from consideration

Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one campaign, contest or sweepstakes does not constitute entry into any other. All Entries that are in excess of the stated limits, late, illegible, incomplete, received with postage due, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Sponsor reserves the right to void all Entries made through any robotic, automatic, mechanically programmed or similar entry duplication method and to disqualify any individual using such a method.

Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries. Assurance of delivery of Entries is the sole responsibility of the entrant. All



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Entries become the physical property of Sponsor and will not be returned. Sponsor reserves the right to permanently disqualify from this Sweepstakes any person it believes has violated these Official Rules.

**WHO MAY ENTER:**

The Sweepstakes is open to all U.S. residents who are **at least 18** as of their entry date, and who have personal student loan debt. Employees of the Sponsor and each of its parents, divisions, affiliates, subsidiaries, advertising agencies or promotional partners associated with this Sweepstakes, and relatives of and those living in the same household of such employees (whether legally related or not) are not eligible to enter or win a prize. For the purpose of this Sweepstakes, relatives are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Void where prohibited.

By participating in the Sweepstakes, each entrant represents and warrants that he or she meets these eligibility requirements and has read, accepts and will comply with these Official Rules and each entrant acknowledges that any violation thereof may disqualify entrant from the Sweepstakes.

**SELECTION OF WINNER(S):**

Winner will be selected by a random drawing of all eligible entries received within five business days after the end of the Sweepstakes Period. Any Entries received after the Sweepstakes Period will not be considered. The entrant(s) selected by this drawing will be “**Winner(s)**” subject to confirmation of eligibility and full and timely completion and return of Prize claiming requirements described below. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the Winner(s). Decisions of the Sponsor as to the administration of the Sweepstakes, interpretation of the Official Rules, and the selection of the Winner(s) will be final. If, for any reason, more bona fide winners come forward seeking to claim the Prize(s), the Winner(s) may be selected in a random drawing from among all persons making purportedly valid claims for the Prize(s). Inclusion in such drawing shall be each entrant’s sole and exclusive remedy under such circumstances.

**ODDS:**

Odds of winning a Prize will depend upon the total number of eligible Entries received during the Sweepstakes Period.

**PRIZE(S):**

One Winner will receive **up to** \$39,000.00 toward repayment of his/her personal student loan debt, plus **up to** \$12,315.79, to contribute toward payment of associated federal income taxes. To claim a Prize, you will be required to complete a W-9 form. Sponsor will not replace any stolen Prize(s). Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor’s sole and absolute discretion. Winner must provide Sponsor with information necessary to confirm Winner’s student loan debt. In the event that the Winner’s total student loan debt is less than \$39,000.00, the prize value will be reduced to correspond to the total outstanding student loan balance, plus associated federal income taxes on that amount. In the event that the Winner’s outstanding student loan balance exceeds \$39,000.00, the value of this Prize will NOT increase.



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Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive. The total approximate retail value ("**ARV**") of all the Prize(s) awarded in the Sweepstakes is listed above and the value of any Prize awarded to a Winner may be reported for tax purposes as required by law. The Winner(s) must provide Sponsor with a valid social security number for tax reporting purposes before the Prize will be awarded. An IRS Form 1099 may be issued in the name of Winner(s), or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the Prize(s) received. Unclaimed Prize(s) will be forfeited.

### **WINNER NOTIFICATION AND PRIZE CLAIMING:**

The potential Winner(s) will be notified by e-mail and/or telephone and/or mail within five business days after the drawing. Notification is deemed to have occurred immediately upon sending of an e-mail, placing of a phone call, one (1) day after sending via a delivery service or two (2) days after mailing. A potential Prize Winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. Each potential Winner of the Sweepstakes may (in Sponsor's sole discretion) be required to execute an affidavit of eligibility/release of liability/prize acceptance agreement (the "**Prize Acceptance Release**") and return the Prize Acceptance Release before being eligible to receive his or her Prize. If any potential Prize Winner fails or refuses to sign and return such Prize Acceptance Release within **three (3) days** of the first (1st) notification attempt or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Prize Winner, such potential Prize Winner (in Sponsor's sole discretion) may be disqualified and an alternate may (in Sponsor's sole discretion) be selected. If any potential Prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules, he or she may be disqualified in Sponsor's sole discretion, and an alternate potential Prize Winner may then, in Sponsor's sole discretion, be randomly selected from all remaining eligible Entries. The Prize Acceptance Release is subject to verification by Sponsor.

Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted misdirected, or unsuccessful efforts to notify the potential Winners. When a potential Winner is contacted, he/she will have a stated period of time within which to respond to the notification, or he/she will be disqualified and his/her Prize forfeited, and an alternate potential Winner may be selected. If a potential Winner changes his/her e-mail address or other contact information after he/she registers, it is his/her sole responsibility to update his/her registration information notifying the Sponsor. Failure to update such registration information may affect a potential Winner's ability to receive a Prize. Winners may be required to submit to a background check in order to accept Prizes. Sponsor reserves the right to disqualify any individual whose background check reveals information that is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (which may be determined by Sponsor, at their sole and absolute discretion).

### **PUBLICITY RELEASE:**

Subject to applicable law, Winner(s) irrevocably grant Sponsor and its licensees, and its and their successors, assigns and sublicensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for



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the awarding of the Prize(s) to the Winner(s). Entrants agree not to issue any publicity concerning Sponsor.

**TAMPERING WITH SWEEPSTAKES:**

Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. **ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE SWEEPSTAKES WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, at its sole and absolute discretion, to disqualify any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Additionally, if, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to terminate the Sweepstakes and conduct a random drawing to award the Prizes using all non-suspect Entries received as of the termination date.

**WAIVERS, DISCLAIMERS AND RELEASES:**

By participating, entrants agree to be bound by the Official Rules and the decisions of the Sponsor (including, without limitation, regarding qualification of entrants and Prize Winners and interpretation of these Official Rules). By participating in the Sweepstakes, entrants agree to release, discharge and hold harmless Sponsor and each of its parents, and each of its subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize providers and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"): from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Sweepstakes and/or related to any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize). Without limiting the generality of the foregoing, entrants agree that 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 Sweepstakes and/or with respect to Prizes, 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 entity furnishing services, products or



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accommodations (“**Suppliers**”) as a part of the Prizes provided in connection with the Sweepstakes; 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: (1) 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, (2) 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, (3) 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 (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued Prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access Sweepstakes Website or Sponsor or affiliated entities’ respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant’s (or any third person’s) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a Supplier that may be sent along with a Prize. Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. By participating in this Sweepstakes, entrants hereby agree to irrevocably release and hold the Released Parties harmless from and against all losses, damages, liabilities, claims, actions, proceedings, or judgments arising out of or relating to entrants’ Entry or participation in this Sweepstakes or in connection with (including any use or misuse) of any Prizes awarded hereunder. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California (“**Section 1542**”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to 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.

### **SUSPENSION / MODIFICATION / TERMINATION:**

Sponsor reserves the right, in its sole discretion, to extend the Sweepstakes Period by posting notice on the Sweepstakes Website. In the event Sponsor is prevented from continuing with the Sweepstakes by any 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 (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a “**Force Majeure**” event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes. Sponsor additionally reserves the right, in its sole discretion: (1) to modify, suspend or





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terminate the Sweepstakes should anything corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes (including, without limitation, holding an alternative drawing of entrants Sponsor believes to be eligible that it does not determine should be disqualified); or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Sweepstakes; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner. Entrants agree to check the Sweepstakes Website prior to the end of the Sweepstakes Period for any changes, and to ensure that there is no need to re-enter.

**GOVERNING LAW / LIMITATION OF LIABILITY:**

VOID WHERE PROHIBITED BY LAW. All federal, state and local laws and regulations apply. By participating, entrants agree to be bound by the Official Rules, the Sweepstakes Website Terms of Use (if any), and the decisions of the Sponsor and Judges which are final and binding in all respects. The Sweepstakes will be construed and evaluated only according to United States law. The Sweepstakes and these Official Rules shall be construed and governed in accordance with the laws of the **State of Ohio**. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the **State of Ohio**, 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.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT 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 TWO HUNDRED FIFTY DOLLARS (\$250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of



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reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

**IDENTIFICATION OF SPONSOR:**

This Sweepstakes is produced and sponsored by **Fifth Third Bank, 38 Fountain Square Plaza, Attention: Marketing Department MD 1090K1, Cincinnati, OH 45263.** Reference to third parties in connection with Prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.

**LIST OF SWEEPSTAKES WINNER(S)/OFFICIAL RULES REQUESTS:**

To receive a list of Winner(s), send a stamped self-addressed envelope to: Fifth Third Momentum Sweepstakes Winners List, Fifth Third Bank, 38 Fountain Square Plaza, Attention: Marketing Department MD 1090K1, Cincinnati, OH 45263 – Attention: Momentum Sweepstakes. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: Fifth Third Momentum Sweepstakes Official Rules, Fifth Third Bank, 38 Fountain Square Plaza, Attention: Marketing Department MD 1090K1, Cincinnati, OH 45263, prior to the end of the Sweepstakes Period. Vermont residents may omit return postage with Official Rules requests.

**PRIVACY POLICY AND TERMS OF USE:**

If you enter the Sweepstakes, Sponsor will have access to your personal information. By entering the Sweepstakes, you accept Sponsor's **Privacy Policy** ([www.53.com/privacy-security](http://www.53.com/privacy-security)). In the event of a conflict between the Official Rules and the Sweepstakes Website's Terms of Use, and/or Privacy Policy, these Official Rules will govern. Each entrant further acknowledges that if s/he is chosen as a Winner, certain of his/her identifying information may be disclosed to third parties as required by law, including, without limitation, on a Winners list. In the event of any conflict between the Official Rules and the Prize Acceptance Release, the Prize Acceptance Release will govern.

**//END OFFICIAL RULES//**

Fifth Third Bank, Member FDIC