

# TD Retail Card Services TAILGATE SWEEPSTAKES: High Point Fall Market

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

**1. ELIGIBILITY.** The TD Tailgate Sweepstakes (the “Sweepstakes”) is only open to High Point Fall Market October 14–18, 2023 guests who, as of the entry date, are United States citizens who are at least eighteen (18) years old. The Sweepstakes is void outside the eligible Sweepstakes territory; and where prohibited or restricted by law. Employees, officers and directors of TD Bank, N.A. (“Sponsor”) and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

**2. TIMING.** The Sweepstakes will be conducted at a single trade show (a “Show”) at which Sponsor maintains a booth/table and at which the Sweepstakes is offered by Sponsor. The Sweepstakes will be unique to such Show and not part of any other sweepstakes, contest, giveaway or promotion offered by Sponsor. Regardless of whether the Show is a single or multiple day, the Sweepstakes will be a single Sweepstakes for such individual Show with a drawing for the prize offered at such specific Show as described in Section 6 below.

**3. HOW TO ENTER.** During the Entry Period, go to the TD Bank, N.A. booth at the Show during the booth’s staffed hours. At the booth there is signage directing you to “Scan a QR code and enter for a chance to win.” Using your smart phone, scan the QR code and fully complete the Official Entry Form by typing in all requested information on the form and clicking the “submit” button. If you do not wish to enter via a QR Code on a smartphone, you may obtain a paper copy Official Entry Form (available while supplies last) at the booth; fully complete the Official Entry Form by legibly hand printing all requested information on the form and answering all questions and handing the completed form to a staff member at the booth. Staff member will then deposit the paper copy Official Entry Form into an Official Entry Form file.

Entries will only be accepted at the booth during the booth’s staffed hours. No facsimiles photocopied, or mechanically reproduced entries allowed. LIMIT: One (1) entry per person in the Sweepstakes, regardless of method of entry and/or number of days of the Show. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

**5. DRAWING; ODDS; NOTIFICATION.** At the end of the Show, Sponsor will randomly select one (1) potential winner from among all eligible entries received by Sponsor during the Show. Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Sweepstakes. A selected entrant must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. A selected entrant does not need to be present to win. A potential winner will be notified in person, by phone, mail, courier, and/or email using the information provided in the potential winner's Official Entry Form. A potential winner may be required to execute and return to Sponsor an Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. The form may be required to be notarized at the election of Sponsor. If applicable, the Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a potential winner cannot be contacted within five (5) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Show. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule.

**6. PRIZE.** Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in the Sweepstakes for the Show. The prize consists of and is limited to the Sweepstakes prize displayed and/or described at Sponsor's booth at the Show. Approximate retail value of a prize shall be as described at Sponsor's booth at the Show. A PRIZE CONSISTS OF AND IS LIMITED ONLY TO THE UNIT AND OTHER ITEMS WHICH ACCOMPANY A BASE MODEL UNIT IN ITS BOX. ADDITIONAL SERVICES AND/OR ITEMS ARE OR MAY BE REQUIRED TO USE A PRIZE, AND THOSE SERVICES AND ITEMS ARE NOT INCLUDED WITH THE PRIZE BUT MUST BE PURCHASED OR OTHERWISE OBTAINED AT THE WINNER'S TIME AND EXPENSE IN ORDER TO USE THE PRIZE. Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if a prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of a prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 for the actual retail value of the prize. Winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

**7. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, attribution, notice, review or consent.

**8. GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. 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 these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any 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 damages and other remedies 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 or any other provision of these Official Rules.

**9. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

**10. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

**11. DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Wilmington, Delaware; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Delaware for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) 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 (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES,

SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Delaware, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

**12. DATA COLLECTION.** Entrants provide personal information to Sponsor and its designees when they enter the Sweepstakes. Sponsor and its designees collect this information and use it to administer this Sweepstakes. In the event of any conflict between any Sponsor Privacy Policy and these Official Rules, these Official Rules shall govern.

**13. OFFICIAL RULES.** These Official Rules are available at Sponsor's booth at the Show during staffed hours.

**14. WINNER'S LIST.** To request a list of the Sweepstakes winner, send a self-addressed postage-stamped envelope to TD Bank, N.A., 1313 N. Market Street Wilmington, DE 19801. Requests must be received within ninety (90) days after the end of the Show.

**15. SPONSOR.** The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is TD Bank, N.A., 1313 N. Market Street Wilmington, DE 19801.