

FLAGSTAR BANK BEDFORD-STUYVESANT GRAND OPENING SWEEPSTAKES

OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.
A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

The Flagstar Bank Bedford-Stuyvesant Grand Opening Sweepstakes (the "Sweepstakes") is a game of chance sponsored by Flagstar Bank, 102 Duffy Avenue Hicksville, NY 11801 (the "Sponsor") and administered by Flagstar Bank (the "Administrator"). The below rules are the official rules (the "Official Rules") of the Sweepstakes. By participating, Entrants (defined below) accept and agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

1. **ELIGIBILITY:** The Sweepstakes is open to anyone who is a legal resident of the United States and at least 18 years of age or the age of majority at the time of entry (the "Entrant(s)"). The Sweepstakes is void wherever prohibited by law. No deposit, purchase of a service or product, payment or bank transaction is necessary to enter or win and such activity will not increase your odds of winning. All employees, officers, directors, agents, third party service providers (and their immediate families or any members of their households, regardless of relationship), of Flagstar Bank or Sponsor, Administrator or any advertising agency or other company involved with the design, production, execution or distribution of this Bedford-Stuyvesant Grand Opening Sweepstakes are ineligible to participate.

2. **PERIOD:** The Sweepstakes begins at 9:00 am on Thursday, August 1, 2024 and ends at 5:45 pm on Friday, August 30, 2024 (the "Sweepstakes Period"). Sponsor is the official time keeper of this Sweepstakes.

3. **DRAWING DATE:** There will be one prize drawing for the below prize (the "Prize(s)"). The prize drawing will take place on Friday, August 30, 2024 shortly before 6:00 pm. Winner will be contacted after the drawing. Entrants do not need to be present to win.

| Drawing Period Number: | Entry Period begins at 9:00 a.m. ET | Entry Period ends at 5:45 p.m. ET | Anticipated drawing date: | Drawing Prize: |
|------------------------|-------------------------------------|-----------------------------------|---------------------------|---------------------------|
| Drawing #1 | August 1, 2024 | August 30, 2024 | August 30, 2024 | (4) New York Mets tickets |
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4. HOW TO ENTER: There is one method of entry. The Sponsor is not responsible for lost, late, ineligible, damaged or misdirected entries or any typographical or other errors in the entry, printing of the offer, administration of the Sweepstakes or in the announcement of the Prize. Incomplete entry forms will be considered void. Limit one (1) entry per Entrant.

4.1. METHOD OF ENTRY:

- a) Visit the Flagstar branch located at 1911 Atlantic Avenue, Brooklyn, NY 11233 and complete an entry form in its entirety
- b) An eligible entry must comply with these Official Rules
- c) No entry will be judged, as this is a random drawing sweepstakes

Follow these steps to enter

- 1. Visit the Flagstar branch located at 1911 Atlantic Avenue, Brooklyn, NY 11233 and complete an entry form in its entirety
- 2. Entrants will need to enter a name, email address, zip and phone number
- 3. Once all form fields have been entered, the Entrant drops the entry into the ballot box located inside the branch

5. SELECTION OF WINNER(S): One potential winner(s) will be randomly selected to receive a Prize by Sponsor on or about August 30, 2024 from among all eligible entries received. Potential winner(s) will be notified by phone or e-mail. In the event of a dispute concerning the identity of an Entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the phone number. Sponsor and the Administrator are not responsible for notifications that are misdirected because of incorrect phone numbers or email addresses.

6. PRIZE ACCEPTANCE: To be eligible to receive the Prize, the selected winner(s) must comply with all terms and conditions of these Official Rules; award of the Prize is contingent upon fulfilling all requirements. Prior to receiving the Prize, the winner(s) must provide a valid tax identification number on a completed W-9 Tax Form, all other information necessary to enable Sponsor to fulfill any tax reporting requirements, and any other information that may be required by law. Winner(s) must also confirm, in writing and in a form reasonably required by Sponsor, that the winner(s) meet the eligibility requirements of Section 1 of these Official Rules. If the winner(s) do not respond in the manner outlined in the notification provided to them by Sponsor or Administrator within 24 hours of the notification having been sent, or if winner(s) fail to provide the information outlined above within that period, Sponsor, at its sole discretion, determines to be reasonable, winner(s) shall be deemed to have forfeited the Prize. In the event a winner is disqualified or forfeits the Prize, for any reason, Sponsor will award the Prize to an

alternate winner by random drawing from all remaining eligible entries. Should the new winner be disqualified or forfeit the Prize, no further winners will be selected and the Prize will be forfeited.

7. PRIZE(S): (4) New York Mets vs. Cincinnati Reds tickets (Sunday, September 8 2024 at 1:40 PM Section 123, Row 24, Seats 11-14); ARV: \$498.00

The odds of winning are based on the number of entries received.

8. TAXES AND DELIVERY: Winner(s) are responsible for all federal, state and local taxes and fees and all other expenses associated with Prize receipt and/or use. After a winner's eligibility has been verified prize will be available via mobile ticketing on the MLB Ballpark app. Winner must download the MLB Ballpark app and create an account using a valid email address. Tickets will be delivered to the email address provided. Winner will then follow the prompts to accept and download the tickets to a mobile device.

9. PRIZE RESTRICTIONS: All Prizes subject to availability. No substitution, assignment or cash equivalent of Prize permitted, except at sole discretion of Sponsor. Sponsor may substitute a prize of equal or greater value. Sponsor may change the number of Prizes awarded in its sole discretion. No Prize transfers permitted, except at Sponsor's sole discretion.

10. ODDS: The odds of winning a prize are determined by the number of entries received.

11. PUBLICITY/PRIVACY POLICY:

11.1. Participation in this Sweepstakes constitutes Entrant's consent for Sponsor and any of its agents to use Entrant's personal information for the purpose of administering the Sweepstakes and awarding the Prizes. Sponsor's privacy statement and terms of use can be found at <https://www.flagstar.com/legal-disclaimers/privacy.html>.

The Administrator will assist with collection of personal contact data for the purposes of this sweepstakes, however will not share or distribute this information to anyone other than with the Sweepstakes Sponsor.

11.2. Except where prohibited, participation in the Sweepstakes constitutes the winners' consent to Sponsor to use his/her name, likeness, photograph, voice, opinions associated with the event, hometown and state for promotional purposes in any media outlet without further payment or consideration where permitted by law. Such publicity shall be conducted in accordance with all relevant Flagstar Bank policies.

11.3 Participation in this Sweepstakes constitutes consent to receive marketing communications from Sponsor. Entrant may at any time elect not to receive any marketing communications by contacting Sponsor and/or clicking on the unsubscribe link contained in emailed communications. Opting out of marketing communications will not affect Entrant's eligibility to enter or win.

12. GENERAL CONDITIONS: Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures, force majeure, or any other factor beyond Sponsor's reasonable control appears to impair the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible entries received, up to

the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual Sponsor finds to have tampered with the entry process or the operation of the Sweepstakes or has acted in violation of these Official Rules, or in any manner which violates Flagstar Bank policy or other applicable laws, rules or regulations. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be in violation of a criminal and/or 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.

13. RELEASE/LIMITS OF LIABILITY: BY ENTERING THIS SWEEPSTAKES, EACH ENTRANT AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS, SPONSOR, ADMINISTRATOR, ANY ADVERTISING AGENCY, ANY AND ALL SOCIAL MEDIA PLATFORMS OR OTHER COMPANY **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER OR FACEBOOK. ENTRANT IS PROVIDING INFORMATION TO SPONSOR AND NOT TO TWITTER OR FACEBOOK** (AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES) INVOLVED WITH THE DESIGN, PRODUCTION, EXECUTION OR DISTRIBUTION OF THIS SWEEPSTAKES FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION OF ANY KIND OR OTHER LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES OF ANY KIND, TO ANY PERSON RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITY OR PARTICIPATION IN THIS SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, NEGLIGENCE, AND/OR INVASION OF PRIVACY.

14. DISPUTES: Each Entrant agrees that: (i) 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 exclusively by the courts of appropriate jurisdiction in the State of Michigan; (ii) 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 (iii) under no circumstances will Entrants be permitted to obtain awards for and Entrants hereby waive 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.

15. GOVERNING LAW: 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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

16. WINNER'S LIST AND OFFICIAL RULES: To obtain the names of the winners (available after winner confirmation is complete) or a copy of these Official Rules, send a self-addressed, stamped envelope to 1214 Castleton Ave. Staten Island, NY 10310 Attn: Katelin Quest-Servilio (Please specify Official Winners' List or Official Rules.). Requests for winners' names must be received within forty-five 45 days of close of the Sweepstakes.

Flagstar Bank, N.A. is not affiliated with the New York Mets™ in any way.
The New York Mets™ are not a sponsor of this promotional offer.

