



## **#PeopleFirst Wishing Well Project Official Rules**

NO PURCHASE IS NECESSARY TO ENTER. A PURCHASE DOES NOT INCREASE THE CHANCES OF BEING SELECTED.

**1. Eligibility:** The Choice Bank Wishing Well Project is open only to those who sign up at the Wishing Well webpage located at <https://bankwithchoice.com/wishing-well/> or by physical submission in one of the eight wishing wells located in Belfield, Ellendale, Grafton, LaMoure, Langdon, Medina, Steele, and Walhalla, ND. Submissions are welcome for all ages. The Wishing Well Project is only open to legal residents of the United States and is void where prohibited by law. Employees of Choice Bank and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are eligible to submit wishes, as well as have wishes granted. The Wishing Well Project is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Choice Bank, as final and binding as it relates to the content. The Wishing Well Project is subject to all applicable federal, state and local laws. By entering, you are granting Choice Bank permission to publicly share the submission story. Participants whose wishes have been granted will be notified following the conclusion of the wish submission period. If the selected winner cannot be contacted, is ineligible or fails to claim the granting of their wish within five business days, the wish will be forfeited and an alternate wish will be granted. Choice Bank reserves the right, in its sole discretion to cancel, terminate, modify or suspend the project at any time.

**3. Submission Period:** Entries will be accepted online and in-person. Winning wishes will be selected throughout the year and granted within an appropriate time frame.



**4. How to Submit a Wish:** The Wishing Well Project must be entered by submitting a wish using the online form provided on the Wishing Well Project's site, located at <https://bankwithchoice.com/wishing-well/> **OR** by physical submission in one of the eight wishing wells located in Belfield, Ellendale, Grafton, LaMoure, Langdon, Medina, Steele, and Walhalla, ND. The wish must fulfill all Wishing Well Project requirements, as specified, to be eligible for granting. An entry does not guarantee your wish will be granted. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Choice Bank. You may submit more than one wish. You may also submit a wish on another's behalf provided they agree to The Wishing Well Project's official rules. Submitting a single wish multiple times will not increase the odds of your wish being granted. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Choice Bank.

**5. Wishes:** The wish is nontransferable. Any and all wish related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. Acceptance of granted wish constitutes permission for Choice Bank to publicly share the participants' story and use their name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Wish selection and notification:** The wishes that will be granted will be selected by the Wishing Well Project committee established by Choice Bank. Participants whose wishes have been granted will be notified following the selection of the granted wishes. If the selected participant cannot be contacted, is ineligible, fails to claim the granted wish within five business days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, granted wish may be forfeited and an alternate wish selected.

The receipt by participant of the wish granted in this Wishing Well Project is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE



OFFICIAL RULES BY ANY PARTICIPANT (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH PARTICIPANT'S DISQUALIFICATION FROM THE WISHING WELL PROJECT.

**7. Rights Granted by you:** By entering the Wishing Well Project, you understand that Choice Bank, anyone acting on behalf of Choice Bank, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Wishing Well Project, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**8. Terms:** Choice Bank reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Wishing Well Project should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the project. In such case, Choice Bank may select the wish recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Choice Bank. Choice Bank reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Wishing Well Project or website or violates these Terms & Conditions.

Choice Bank has the right, in its sole discretion, to maintain the integrity of the Wishing Well Project, to void entries for any reason, including, but not limited to;

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Wishing Well Project may be a violation of criminal and civil laws and should such an attempt be made, Choice Bank reserves the right to seek damages from any such person to the fullest extent permitted by law.



**9. Limitation of Liability:** By entering you agree to release and hold harmless Choice Bank and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Wishing Well Project and/or his/her acceptance, possession, use, or misuse of any granted wish or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**10. Disputes:** THIS PROJECT IS GOVERNED BY THE LAWS OF THE UNITED STATES AND EACH INDIVIDUAL STATE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Project, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Project, shall be resolved individually, without resort to any form of class action, exclusively before a court located in any state in the United States having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Project), and participant further waives all rights to have damages multiplied or increased.

**11. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Choice Bank Website. To read the Privacy Policy, <https://bankwithchoice.com/privacy-policy/> [click here](#).

**12. Sponsor:** The Sponsor of the Wishing Well Project is Choice Financial Group.



**13.** This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Pinterest, LinkedIn or Google. You understand that you are providing your information to the owner of this project and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Pinterest, LinkedIn or Google.