

## **The 2021 TIAA Bank Reach for the Peak Excursion Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND, BUSINESS RELATIONSHIP, OR REQUESTS FOR INFORMATION REQUIRED TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND, BUSINESS RELATIONSHIP, OR REQUEST FOR INFORMATION WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT WON YET.

These Official Rules apply to The 2021 TIAA Bank Reach for the Peak Excursion (the "Sweepstakes").

**1. Participating in the Sweepstakes:** To enter the Sweepstakes, an eligible entrant must follow the instructions described below in "How to Enter."

### **2. Eligibility:**

(A) Basic Requirements: The Sweepstakes is open only to legal 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 TIAA, FSB, including its TIAA Bank division ("TIAA Bank" or "Sponsor"), Vail Valley Foundation, Vail Valley Foundation Partners, or each of their respective parent companies, assigns, successors-in-interest, affiliates, suppliers, advertising, public relations, account or legal firms, and the immediate family members or individuals living in the same house hold of such employees, are not eligible to enter the Sweepstakes or win any prize. For purposes of these eligibility rules, "immediate family members" means spouse, children, parents, parents of spouse, siblings, and spouse's siblings.

(B) Additional Eligibility Requirements: Prior to being eligible to receive any prize, an entrant who has been selected as a potential winner of the Sweepstakes must provide TIAA Bank with any information or certifications needed by TIAA Bank, in its judgment. The person selected as the potential winner of the Sweepstakes must also be able to travel and attend the 2021 Birds of Prey World Cup in Colorado on December 3-5, 2021, as well as comply with all protocols or requirements in place at the time of travel in order to travel and/or attend the Event, which may include proof of vaccination for COVID-19.

Without limiting the foregoing, a person who is selected as the potential winner of the Sweepstakes (or a parent/legal guardian if the potential winner is a minor in his/her state of residence) may be required to sign (1) a copy of these Official Rules, (2) a spectator agreement, (3) a Declaration of Compliance, Liability and Publicity Release, (4) a release and waiver of liability, and (5) any other document that TIAA Bank determines is required, necessary or appropriate, in their sole judgment, to confirm the winner's eligibility and for tax reporting or other purposes. If a potential winner is asked to complete and sign any documentation, it must be signed, returned, and received by TIAA Bank within 48 hours of the date notice or attempted notice is sent.

By entering the Sweepstakes or receiving any prize, each entrant fully and unconditionally agrees to be bound by these Official Rules, and TIAA Bank's decisions, which are final and binding in all matters related to the Sweepstakes, and acknowledges that Federal, state and local public officials may be subject to ethics laws, rules or policies that restrict receipt of this Prize. Each entrant further acknowledges that TIAA makes no warranty or guarantee that receiving a prize is allowed pursuant to such laws, rules or policies if applicable to entrant or prize winner. Being eligible to participate in the Sweepstakes and/or to receive a prize is contingent upon compliance with these Official Rules and fulfilling all requirements set forth herein.

This Sweepstakes is subject to all applicable federal, state, territorial, municipal, and local laws and regulations. The Sweepstakes is void where prohibited.

**3. Sponsor and Administrator:** TIAA, FSB, 301 West Bay Street, Jacksonville, FL 32202.

**4. Sweepstakes Period:** The Sweepstakes begins on September 20, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on October 29, 2021 at 11:59 p.m. ET (the "Sweepstakes Period"). TIAA Bank's computer is the official time-keeping device for this Sweepstakes.

**5. How to Enter:**

(A) Basic Requirements: To enter the Sweepstakes, visit [www.tiaabank.com/reachforthepeak](http://www.tiaabank.com/reachforthepeak) (the "Sweepstakes Homepage") during the Sweepstakes Period and fully complete and submit the registration form, including a valid email address, as described on the Sweepstakes Homepage.

Each entrant who successfully submits a completed registration form will automatically receive one (1) entry into the Sweepstakes.

(B) Limit: Subject to the "Bonus Sweepstakes Entries" section below, each person meeting the above eligibility requirements may submit an entry form and thereby receive one (1) entry into the Sweepstakes only one (1) time per day during the Sweepstakes Period, regardless of the method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries 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 will result in disqualification. TIAA Bank is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

(C) Bonus Sweepstakes Entries: An entrant may also receive bonus Sweepstakes entries by meeting the conditions described in the two (2) methods below.

- a. **Facebook Share Method:** After successfully submitting a completed registration form, each entrant will be invited to click on the "Facebook" button to share on Facebook a unique registration link and message about the Sweepstakes. Subject to the one-registration per person, per day limitation described in Section 5(B) above, an entrant will receive (1) bonus entry into the Sweepstakes for each successfully submitted completed registration form, including a valid e-mail address, that results from clicking on the unique registration link on Facebook.
- b. **Tweet via Twitter Method:** After successfully submitting a completed registration form, each entrant will be invited to click on the "Twitter" button to tweet a unique registration link and message about the Sweepstakes. Subject to the one-registration per person, per day limitation described in Section 5(B) above, an entrant will receive (1) bonus entry into the Sweepstakes for each successfully submitted completed registration form, including a valid e-mail address, that results from clicking on the unique registration link on Twitter.

**6. Sweepstakes Drawing– Selection of Potential Winner:** TIAA Bank will randomly select the potential Sweepstakes winner by means of a random drawing from all eligible entries for the Sweepstakes on or around November 2, 2021. The potential winner of the Sweepstakes will be notified by email or phone after the date of the random drawing, using the information provided to TIAA Bank by such person when entering the Sweepstakes and must respond to TIAA Bank within 48 hours. If a potential winner doesn't respond to TIAA Bank within 48 hours of receiving notice that they have won, or if the potential winner cannot or does not satisfy the conditions described in the "Eligibility" section above, an alternate potential winner will be selected in the same manner as the first potential winner was selected. If necessary, at least three (3) alternate drawings will be

held, after which, in TIAA Bank's sole and absolute discretion, the prize may remain un-awarded. TIAA Bank's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes.

**7. Verification of Potential Winners: FOLLOWING THE DRAWING, OR DRAWINGS (IF NECESSARY), FOR THE SWEEPSTAKES, AS DESCRIBED ABOVE, THERE WILL BE ONE (1) WINNER WHO WILL BE ELIGIBLE TO RECEIVE THE PRIZE. THE POTENTIAL WINNER IS SUBJECT TO FINAL VERIFICATION OF ELIGIBILITY BY TIAA BANK, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF THE SWEEPSTAKES OR PRIZE EVEN IF THE DRAWING AND THE PRELIMINARY ORAL VERIFICATION SHOULD SO INDICATE, UNLESS AND UNTIL (1) THAT ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED, (2) THAT ENTRANT HAS COMPLETED ALL NECESSARY FORMS AND DOCUMENTS, AND (3) THE POTENTIAL WINNER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. TIAA BANK WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.**

Without limiting the forgoing, at any time, if (i) TIAA Bank determines that a person whose name is drawn in the Sweepstakes is not eligible to participate in the Sweepstakes, or (ii) a person whose name is drawn refuses to accept the selection as a winner, or (iii) a person whose name is drawn cannot or does not complete the eligibility requirements described in the "Eligibility" section above, or (iv) a person cannot be located or contacted using the information provided by the person on that person's entry form, or (v) a prize winner's prize is returned as undeliverable, then that person will be ineligible to win the Sweepstakes and the prize. In the event that a potential winner is disqualified or ineligible for any reason, that potential winner forfeits the prize and TIAA Bank will award the prize to an alternate winner by random drawing from among all remaining eligible entries for that Entry Period, as described above in "Sweepstakes Drawing - Selection of Potential Winner."

#### **8. Prizes:**

**ONE (1) SWEEPSTAKES GRAND PRIZE.** A trip for two (2) to Colorado for the 2021 Birds of Prey World Cup. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by TIAA Bank in its sole discretion) to Beaver Creek, Colorado; four (4) nights' accommodations at a hotel determined by TIAA Bank in its sole discretion (single room, double occupancy); ground transportation to and from airport and hotel; and two (2) VIP tickets per race day to the Birds of Prey World Cup from December 3, 2021 – December 5, 2021. If in the judgment of TIAA Bank air travel is not required due to the winner's proximity to prize location, ground transportation will be substituted for round trip air travel at TIAA Bank's sole discretion.

**Travel and Accommodation Terms.** Winner must travel on or around December 2, 2021 and return on or around December 6, 2021 or prize will be forfeited. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. TIAA Bank will determine the transportation carrier and itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any travel arrangements. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the TIAA Bank's transportation carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. The winner's travel companion must be eighteen (18) years of age or older as of the date of departure, unless the companion is a child of the winner or is a sibling or friend of the winner with the appropriate parental permissions and releases. The winner and the winner's companion must travel on the same itinerary and at the same time. Winner's travel companion must execute liability/publicity releases prior to issuance of

travel documents. Travel restrictions, conditions and limitations may apply. TIAA Bank will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

**Birds of Prey World Cup Event Terms.** TIAA Bank is not responsible if the Birds of Prey World Cup is delayed, postponed or cancelled for any reason. If the event is delayed, postponed or cancelled for any reason prior to the potential winner travelling to Colorado for the event, as described above, the entire Grand Prize may be forfeited in its entirety and no substitution will be provided except as in TIAA Bank's sole discretion. If the event is delayed, postponed, or cancelled for any reason after the potential winner has arrived in Colorado for the event, then only the event portion of the Grand Prize may be forfeited in its entirety and no substitution will be provided except as in TIAA Bank's sole discretion. Tickets may be subject to Birds of Prey World Cup's standard rain-check policies and procedures. By accepting the prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket and all applicable rules, regulations and policies of the venue. TIAA Bank is not responsible if winner does not use ticket on day of event or if the Birds of Prey World Cup is cancelled or delayed for any reasons.

**COVID-19 Disclaimer.** TIAA Bank is not responsible for any cancellations or delays to travel plans and/or event dates that are in any way related to COVID-19. In the event of a COVID-19-related cancellation or delay, the entire Grand Prize may be forfeited or cancelled, and no substitution will be provided except as in TIAA Bank's sole discretion.

**Approximate Retail Value** of the Sweepstakes Grand Prize ("ARV"): \$4,400. Actual value may vary based on airfare fluctuations, substitute ground transportation, and distance between departure and destination. Winner will not receive the difference between actual and approximate retail value.

Odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received during the Sweepstakes Period. One (1) will be selected for the Sweepstakes Grand Prize. The Grand Prize is non-transferable and no substitution will be made except as provided herein at TIAA Bank's sole discretion. There is no cash alternative to the Grand Prize. Winner is responsible for all taxes and fees associated with prize receipt and/or use and will receive an IRS Form 1099 from TIAA Bank for the approximate retail value of the Grand Prize for the calendar year won.

**9. Additional Agreements/Waivers:** By entering the Sweepstakes, each entrant agrees (a) to be bound by these Official Rules and to interpretation of these rules by TIAA Bank and (b) to release and hold harmless TIAA, FSB, including its TIAA Bank division, Vail Valley Foundation, Vail Valley Foundation Partners and each of their respective parent companies, assigns, successors-in-interest, subsidiaries, affiliates, suppliers, distributors, advertising/Sweepstakes agencies and each such company's officers, directors, managers, members, 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 receipt or use or misuse of any prize.

**10. Publicity:** Except as prohibited by law, participation in the Sweepstakes constitutes the winner's consent to TIAA Bank's and its agents' use and publication, without further compensation, of the winner's name, photograph, likeness, voice, opinions, biographical information, and details of winning for advertising, promotional, or regulatory purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** TIAA Bank reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by TIAA Bank in its sole discretion. In such event, TIAA Bank reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. TIAA Bank 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

Sweepstakes 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, TIAA Bank reserves the right to seek damages from any such person to the fullest extent permitted by law. TIAA Bank's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, 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 in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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 receipt or 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 into the applicable Sweepstakes, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, TIAA Bank reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**13. Disputes:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by courts of the State of Florida located in Duval County, Florida or the United States District Court for the Middle District of Florida located in Duval County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the 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 TIAA Bank in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

**14. Entrant's Personal Information:** Information collected from entrants is subject to and will be used in accordance with the TIAA Bank Privacy Policy (located at <https://www.tiaabank.com/legal/privacy>) and these Official Rules.

**15. Winner List:** For a winner list, send a self-addressed, stamped envelope to the TIAA Bank Marketing Department at 301 West Bay Street., Jacksonville, FL 32202. All requests must be received by November 12, 2021.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.

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