

## **\$50K Your Way Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** \$50K Your Way Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Digital Insight Corporation, an Intuit Company (the "Sponsor"), Dailey and Associates Advertising, ePrize, LLC, participating financial institutions, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible for the Sweepstakes Grand Prize of \$50,000. Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**2. Sponsor:** Digital Insight Corporation, an Intuit Company, 26025 Mureau Road, Calabasas, CA 91302. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** The Promotion begins on December 1, 2008 at 12:01 a.m. Eastern Time ("ET") and ends on January 31, 2009 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, go to <http://digitalinsight.eprize.net/50kyourway> and fill out the online entry form. Complete and submit the online entry form including a valid home phone number. If you are a potential Instant Winner you will be required to enter a valid home address. P.O. Boxes are not permitted. After registration you automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each participant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor 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 or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. 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.

**Special Offer: (for Participating Financial Institutions Only)**

**Enroll as a New Online Bill Pay Consumer and Pay Bills Online**

- Earn a \$10.00 Credit: Eligible End Users must enroll as a new Online Bill Pay Consumer with a participating Financial Institution and pay 10 bills using Sponsor's Online Bill Pay Service. All bills must be received and processed by the participating Financial Institution between December 1, 2008 at 12:01 a.m. Eastern Time ("ET") and January 31, 2009 at 11:59 p.m. ET the "Promotion Period").

**GENERAL TERMS AND CONDITIONS**

1. Eligible Online Bill Pay enrollment and bill payments for the Promotion must be received and processed between December 1, 2008 at 12:01 a.m. ET and January 31, 2009 at 11:59 p.m. ET. Enrollments and bill payments processed after January 31, 2009 at 11:59 p.m. ET will not be eligible for this offer. Please refer to your Financial Institution's Processing Schedule for processing dates.
2. One Credit of \$10.00 will apply per eligible End User regardless of the number of End User owned eligible and active checking accounts with Online Bill Pay.
3. A \$10.00 credit will be deposited into End User's eligible checking account on or about March 31, 2009. For End Users with multiple checking accounts used for online bill pay with the participating Financial Institution, the Credit will be deposited into one of your active accounts with Online Bill Pay.
4. Enrollments made under multiple identities or through the use of any agent or other device or artifice to participate multiple times in violation of these Terms and Conditions will be deemed invalid.
5. Credits will not be given to End Users who do not meet these Terms and Conditions and that do not pay ten (10) online bill payments through the Sponsor's Online Bill Pay service during the Promotion Period.
6. Recipient of the Credit is deemed to be the End User whose name appears on the Online Bill Pay registration. A third party vendor will be used by Digital Insight to facilitate the deposit of the Credit. Our contracts with third party vendors outline the appropriate use and handling of your information and prohibit third parties from using any of your personal information for purposes unrelated to the product or service for which they've been contracted. Vendors are required to maintain the confidentiality of the information we provide to them.

Offer expires January 31, 2009 at 11:59 p.m. ET., is not transferable and cannot be combined with any other Sponsor offer. No group or organization requests. Right is reserved to confirm identification of participant before furnishing monetary award. Taxes on monetary award are participant's sole responsibility. Any attempt to defraud Sponsor will result in disqualification for offer and prosecution to the full extent of the law. If for any reason including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor, which corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Offer and renders the Offer incapable of being conducted as described in these Terms and Conditions, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Offer in part or in whole. In such case, Sponsor will provide \$10.00 credit if all eligible Online Bill Pay transactions as per these Terms and Conditions are concluded before and/or after "as appropriate" the action taken by Sponsor. In the event Offer is terminated, notice will be posted on Internet Banking Session at your participating Financial Institution's website within a minimum of 15 days prior to the date of termination.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winner, from all eligible entries on or around February 2, 2009. Instant Win Game: Six hundred and twenty (620) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. There will be ten (10) random, computer-generated winning times each day during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential Sweepstakes winner will be notified by mail, email or phone. The potential Sweepstakes winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to ePrize, within ten (10) days of the date notice is sent, an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required

time period (if applicable), potential winner forfeits prize. In the event that a potential winner of any prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

## **8. Prizes:**

**Sweepstakes Prize:** ONE (1) GRAND PRIZE: \$50,000.00 awarded in the form of a check in winner's name. Approximate Retail Value ("ARV"): \$50,000. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes:** SIX HUNDRED AND TWENTY (620) FIRST PRIZES: \$100.00 award in the form of a check in winner's name. ARV: \$100.00. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by the number of prizes available. Limit: One (1) Instant Win Game prize per person.

For All Prizes: All prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$112,000.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Dailey and Associates Advertising, ePrize, LLC, participating financial institutions, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, 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 Promotion or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, 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 it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and 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.

**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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion 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 in the Sweepstakes or Instant Win Game play, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

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

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.digitalinsight.com/home/privacy> and ePrize's Privacy Policy (<http://www.eprize.com/privacy/privacypolicy.html>).

**15. Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than June 2, 2009. For the Winner List, send an email with subject line: "50K Your Way Sweepstakes, Winner List Request," to [WinListRequests@eprizefulfillment.com](mailto:WinListRequests@eprizefulfillment.com).

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