

United Bank Card (“UBC”) Million Dollar Giveaway Official Rules

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

1. Eligibility – Restricted to Trade

United Bank Card Million Dollar Giveaway (the “Promotion”) is open only to the authorized signatory of a United Bank Card, Inc. Independent Sales Organizations Agreement (“ISO”) or United Bank Card, Inc. Resellers (“Reseller”) (“collectively “Sales Associates”) that are located in the fifty (50) United States (including District of Columbia) who are 18 years or older at the time of participation and operating under the terms of a valid ISO Agreement as of the Drawing Date. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Registered ISO’s which hold themselves out as a standalone entity from United Bank Card, Inc., employees of United Bank Card, Inc. or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. All entries are non-transferrable. If an ISO or a Reseller decides to sell its residual stream from its portfolio of merchants to a third party the entries shall remain with the ISO who originally obtained the entries (subject to other eligibility and entry requirements). The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor’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”).

2. Sponsor

United Bank Card, Inc., PO Box 4006, Clinton, NJ 08809.

3. Timing

The Promotion begins on September, 1, 2009 at 12:00 a.m. Eastern Time (“ET”) and ends on August 31, 2010 at 11:59 p.m ET or as soon as 27,000 valid entries are received (the “Promotion Period”). Sponsor is the official time keeper for this Promotion.

4. How to Enter

If you are not already an ISO you first must become one. Becoming an ISO is free. To become an ISO contact Brian Jones at 1800-201-0461 ext 136. If you are not already a Reseller you must first become one. Becoming a Reseller is free. To become a Reseller contact Jim Surber at 1-800-201-0461 ext 124. Once you are an ISO or a Reseller you will be able to earn entries into the Sweepstakes in connection with your efforts as an ISO or Reseller for United Bank Card, Inc. You will automatically receive one valid (1) Sweepstakes entry for each New Customer that signs up with United Bank Card, Inc. (by submitting a completed and approved United Bank Card, Inc. Merchant Transaction Processing Agreement which is represented by a unique Merchant Identification Number) during the Promotion Period that meets the following guidelines: 1) The New Customer must not have previously been a customer of United Bank Card, Inc. with the same merchant location in the prior (12) twelve months; 2) Must not be a Seasonal Merchant (a Seasonal Merchant is one that presents transactions less than six months in a calendar year); 3) After the New Customer signs up and is approved by United Bank Card, Inc. they must remain at Active status (a Merchant who is processing transactions through UBC and is not in default of the Terms and Conditions of the Merchant Transaction Processing Agreement)at the time of the drawing; and 4) You (the entrant) cannot be the owner or have any financial interest in the New Customer. Limit one entry per New Customer Merchant Identification Number.

5. Winner Selection

On or about October 19, 2010, Sponsor or an independent auditing agency will select one (1) entry for the prize described below in Section 8 in a random drawing of all entries received. The entrant will be contacted using the

ISO's or Resellers contact information that the Sponsor has on file and may be awarded the prize subject to verification of eligibility and compliance with the terms of these rules. Prize will be given to the individual who is the party to the ISO or Reseller Agreement. Individual sales associates will not be paid directly from Sponsor. Winners will be about 7 days after the drawing. Failure to respond to the initial contact within seven (7) days of notification will result in disqualification.

6. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION, INCLUDING THE ADMINISTRATION, OPERATION, AND SELECTION OF POTENTIAL WINNER.

7. Verification of Potential Winner

Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be required to provide the Sponsor with documentation that shows he or she was an eligible participant and the Entry was a valid Entry. The potential winner will be notified by email, telephone, or mail after the date of random drawing. The potential winner will be required to sign and return to Sponsor, within seven (7) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize.

8. Grand Prize

One (1) Grand Prize will be awarded. The Grand Prize winner will receive One Million Dollars (\$1,000,000.00). Grand prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning depending on the number of entries received during the Promotion Period but will be no more than 1 in 27,000.

9. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Sweepstakes judges which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor and each of its respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes and Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Sweepstakes and Promotion and/or entrant's acceptance, use or misuse of prize. Any attempt by any participant 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 participant's plays and that participant 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, 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 who is the authorized signatory of the Reseller or ISO Agreement. All entries become the sole and exclusive property of Sponsor and will not be returned.

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. At the Sponsor's sole discretion, and with consent of the winner, winner also agrees to be featured in a television special that will document the day to day life of the winner subsequent to winning the Promotion.

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, as determined by Sponsor in its sole discretion. Sponsor, at its discretion, may elect to hold a random drawing from among all legitimate, eligible entries received up to the date of discontinuance for any or all of the prize offered herein. 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 any other promotion 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, 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 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 prize offered herein. No more than the stated prize will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prize 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

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, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New Jersey State Court located in Hunterdon County, New Jersey; (iii) 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 (iv) 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 LIMITATIONS 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 the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of

the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

14. Promotion Results

For Promotion results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to UBC Million Dollar Giveaway, Winners List, PO Box 4006, Clinton, NJ 08809. Requests for the winners list must be received by December 3, 2010.