## **Official Rules**

## Why I Love Independent Bank Social Media Contest

These rules apply to the "Why I Love Independent Bank Social Media Contest," including the contest described below ("contest"), being conducted by Independent Bank, 4200 E. Beltline, Grand Rapids, MI 49525 ("Sponsor"). This contest begins Monday, May 1, 2017 at 9 am EST and ends Wednesday, May 31, 2017 at 5 pm EST ("Promotional Period"). NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE (I.E., OPENING AN ACCOUNT WITH INDEPENDENT BANK) DOES NOT INCREASE YOUR CHANCES OF WINNING. By entering the contest, participants agree to accept and be bound by all terms of these Official Rules.

Rules and disclosures pertaining to the Why I Love Independent Bank Social Media Contest prize: Visit <u>https://www.IndependentBank.com/why-I-love-IB</u>, and upload a photo, add a frame and stickers, and describe why you love Independent Bank. All entries must be received no later than 5 pm EST on Wednesday, May 31, 2017. Entrant agrees to be bound by the contest Official Rules. Odds of winning determined by the total number of entries received. Contest open only to legal Michigan residents who are eighteen (18) years of age or older as of Wednesday, May 31, 2017. Employees of Independent Bank Corporation, its affiliate banks, and subsidiaries are not eligible to participate in this contest. All federal, state, and local rules and regulations apply. Void where prohibited. There is no limit to the number of entries one (1) person can submit. The Sponsor reserves the right to modify, cancel or suspend this promotion.

One (1) winner will receive a \$100 VISA gift card, retail value (ARV) of \$100 and will be selected on Thursday, June 1, 2017, at 9 am EST by a random drawing from all eligible entries received. Need not be present to win.

Winner will be notified by telephone or email and (unless waived by Sponsor in its sole discretion) may be required to complete an affidavit of eligibility, release of liability, and a signed W-9 form to confirm his or her Social Security number (used for reporting the winnings to the Internal Revenue Service), all of which must be returned to Sponsor within fourteen (14) business days after notification, or an alternate winner may be selected. Any prize notification or prize returned to Independent Bank as undeliverable will be rewarded to an alternate winner. No prize substitutions, transfers or assignment of prizes allowed.

Additional rules and conditions applicable to the contest: By entering the above contest, each person consents to the use by the Sponsor and its affiliates of such person's name and photograph for publicity purposes, without compensation. The Sponsor reserves exclusive discretion to interpret and apply these Official Rules. All decisions made by Sponsor are final and binding on all parties. Limitation of Liability: By participating in the contest, entrants agree to release, indemnify and hold harmless Sponsor and all of its subsidiaries, affiliates, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Releasees") from and against any injuries, losses, damages, claims, actions, and any liability of any kind resulting from or arising out of participation in the contest or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded. Entrants agree that the laws of the state of Michigan will govern any and all disputes. Releasees are not responsible for computer, printing, typographical, human, or other errors, including, without limitation, errors that may occur in the administration of the contest, the announcement of the prize, and/or the processing of any contest-related materials. If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the contest, or if unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the contest, the Sponsor reserves the right at its sole discretion to disgualify any individual, to modify or suspend the contest, or to terminate the contest. As a condition of entering or participating in the contests participant agrees that: (a) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (b) all causes of action arising out of or connected with the contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys fees. Sponsor reserves the right to modify prize award procedures.



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