

## **BankAtlantic ATM "Access To Music" Sweepstakes Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** The odds of winning depend on the number of entries received. Open only to Florida residents who are also legal United States residents or citizens, 21 years of age or older. Void where prohibited or restricted by law. Participants agree to these Official Rules. Other restrictions apply.

1. Entry Period: The ATM "Access to Music" Sweepstakes (the "Giveaway") starts March 09, 2010 and ends at 5:00 p.m. EST, April 6, 2010 (the "Giveaway Period").

2. Prizes: BankAtlantic (the "Sponsor") will give away one (1) Grand Prize. The Grand Prize consists of: (i) two (2) ADT Club tickets to five (5) concerts selected by Sponsor and held at the BankAtlantic Center from April 1, 2010 to Sept 30, 2010; (ii) a backstage tour for two (2) at the five concerts listed above, including one (1) special tour merchandise gift bag; and (iii) a meet and greet with one (1) artist backstage from one concert listed above as selected by Sponsor. TOTAL MAXIMUM VALUE OF THE GRAND PRIZE AWARDED DURING THE GIVEAWAY PERIOD: \$3,750. No other prizes will be awarded.

3. To Enter: No purchase is necessary to enter or win this Giveaway. You may enter by visiting [www.bankatlantic.com/ATM](http://www.bankatlantic.com/ATM) (the "Web Site") and filling out an entry form. You may also enter the Giveaway by legibly printing your name, home street address, home telephone number, and e-mail address (if applicable) on a 3" x 5" post card and mailing it to BankAtlantic ATM "Access to Music" Sweepstakes, c/o BankAtlantic, PO Box 8608, Ft. Lauderdale, FL 33310. Mail in entry forms must be post-marked and received no later than 5:00 p.m. EST on April 6, 2010. Entrants who fail to properly complete the entry form, as determined in the sole discretion of the Sponsor, will be disqualified and will not be notified by the Sponsor. All entry forms are the exclusive property of the Sponsor and will not be returned.

4. Eligibility and Other Conditions of Entry: Only one (1) entry per person. This Giveaway is open only to natural persons who: (i) are Florida residents, (ii) are legal United States residents and citizens, (iii) are twenty-one (21) years of age or older at the time of entry, and (iv) have agreed to these Official Rules, and for online entries, agreed to the Terms of Use (if any) posted at the Web Site. Employees of Sponsor and their respective immediate family members, including household members, agents of Sponsor and the Sponsor's respective affiliates and subsidiaries are not eligible to participate in this Giveaway. Before receiving a prize and as a condition of receiving such prize, the winner must provide a valid government-issued identification with photo featuring his or her name, date of birth, and address as it appeared on the entry form supplied, provide his or her social security number, offer proof of proper age, and sign an affidavit of eligibility and release supplied by the Sponsor which, among other disclaimers, releases the Sponsor and its parent, subsidiaries, and affiliates and its respective directors, agents, agencies, affiliates, advertisers, promoters, officers, directors, employees and related persons from any and all liability related to this Giveaway and the receipt and use of the prize. Failure to sign and return the affidavit of eligibility and release prior to claiming the prize, without making changes, or a finding that such winner is an ineligible entrant, will result in the disqualification or forfeiture of the prize and lead to the selection of an alternate winner from the remaining eligible entries, all in the sole discretion of the

Sponsor. The winner may also be required to sign other legal documents (including tax forms). The winner will be solely responsible for all applicable taxes.

Any use of robotic, mechanical, automatic, programmed or like methods of participation will void each entry made by such methods. The Sponsor will not verify receipt of entries. The Sponsor is not responsible for lost, late, stolen, incomplete, illegible, damaged or misdirected entries. Any attempted form of entry into this Giveaway other than as described herein, and any incomplete entry, is void. Entries that are in violation of these Official Rules or the Terms of Use posted at the Web Site (if any) will be disqualified.

5. Odds of Winning: The odds of winning depend on the number of entries received.

6. Selection of Winner: Subject to these Official Rules, one (1) Grand Prize winner will be randomly drawn from among all eligible entries on or about April 6, 2010. The winner will be notified by telephone at the phone number, or mail at the address, indicated on the entry form. The prize winner must claim his or her prize within three (3) days after the date of either Sponsor's first notification attempt, which shall be the date the notification is sent if by regular mail, or the date the call was placed to the winner, if by phone. The Sponsor will provide the details about how to claim the prize upon notification to the prize winner or when each such prize winner contacts the Sponsor to claim his or her prize. If a potential prize winner fails to claim his or her prize within the three (3) day period of time and fails to act as the Sponsor reasonably instructs, is found to be ineligible, or fails to comply with these Official Rules or the Terms of Use posted at the Web Site (if any), or fails to comply with any of the requirements, the potential prize winner will be disqualified and an alternate potential prize winner, randomly selected from the remaining eligible entries at the Sponsor's sole discretion, will be contacted and awarded the prize. Decisions made by the Sponsor with respect to each prize winner, the prize(s), and other matters pertaining to this Giveaway shall be final.

7. Limitation of Liability: By entering this Giveaway, you agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Giveaway, or any prizes awarded, shall be resolved individually with the Sponsor, without resort to any form of class action, and shall be resolved exclusively in the federal or state courts of record in Broward County, Florida; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by you, including costs associated with entering the Giveaway; and (iii) under no circumstances will you be permitted to obtain any award for, and you hereby agree to waive all rights to claim punitive, incidental or consequential damages against the Sponsor, and any and all rights to have damages multiplied or otherwise increased and any other damages, other than your actual out-of-pocket expenses incurred in entering the Giveaway. **Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply.**

Sponsor is not responsible for: (i) concert scheduling, delay, cancellation, or rescheduling; (ii) inclement weather or the effects thereof; (iii) electronic, human, United States Postal Service, equipment programming or other error, omission, interruption, defect or delay which may occur in the administration of this Giveaway or the processing of any entry, any prize, in the Official Rules, or in any

other materials related to the Giveaway; (iv) technical failures of any kind, including but not limited to, the malfunctioning of any electronic equipment, computer, Internet, Web site, network, hardware or software, a computer virus, bug or other technical problem; (v) unauthorized human intervention in any part of the entry process or this Giveaway; (vi) any entrant's conduct in connection with this Giveaway; (vii) any printing, typographical, technical errors in any materials associated with the Giveaway or any prize; (viii) incorrect, inaccurate, late, lost, stolen, illegible, incomplete, or misdirected entries, or entries received through impermissible or illegitimate channels; or (ix) any death, injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from an entrant's entry or participation in this Giveaway or the use or possession of any prize.

8. Construction: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and the Sponsor in connection with the Giveaway, 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 or provisions that would cause the application of the laws of any jurisdiction other than the State of Florida. Void where prohibited. All Florida state and local laws and regulations apply. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. General Release and Indemnification: By entering this Giveaway, each entrant releases the Sponsor and its parent, subsidiaries, and affiliates and its respective affiliated companies, equity holders, directors, officers, managers, employees, attorneys, assigns, licensees, co-branders, associated marketing firms, advertisers, sponsors, representatives, and agents (collectively, including the Sponsor, the "Released and Indemnified Parties") from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Giveaway or with the acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, libel, defamation, or portrayal in a false light).

Each entrant agrees to defend, indemnify and hold each of the Released and Indemnified Parties harmless from and against any and all rights, demands, losses, liabilities, damages, claims, fines, penalties, causes of action, actions, and suits of any kind whatsoever (no matter whether at law or equity), fees, costs, and attorneys' fees (including at the appellate level) whatsoever brought or asserted by any third party against any of the Released and Indemnified Parties arising out of or in connection, directly or indirectly, with the entrant's entry into the Giveaway, participation in the Giveaway, the Giveaway, any prize, and/or use or possession of any and all of the prizes.

10. Miscellaneous: Sponsor shall be entitled to interpret and change these Official Rules as needed or desired and without notice — including but not limited to rules regarding entries, selection of the winner, deadlines, restrictions on prizes, and eligibility — and all of Sponsor's decisions are final. By entering the Giveaway, entrants agree to these conditions. The Sponsor reserves the right to cancel,

terminate or suspend this Giveaway, or any part of this Giveaway, should any causes beyond its control corrupt or impair the security, administration, fairness and/or operation of this Giveaway as determined by the Sponsor in its sole discretion. The Sponsor reserves the right, at its sole discretion, to disqualify any individual they reasonably suspect or believe to be tampering or have tampered with the entry process, the award mechanism, or individuals they believe are acting or who have acted in violation of these Official Rules, or who are committing or have committed fraud with regard to any aspect of the Giveaway. Any person attempting to defraud or tamper with this Giveaway in any way will be ineligible for prizes and may be prosecuted to the full extent of the law. The Grand Prize is non-transferable, and may not be substituted, except by the Sponsor, who reserves the right to substitute the prize with another prize of comparable or greater value. The Sponsor will not enter into correspondence, including email, regarding this Giveaway.

11. Copy of Official Rules and Winners' Names: To receive a copy of these Official Rules, or to learn the identity of the winner (available after April 6, 2010), send a self-addressed stamped envelope to: BankAtlantic ATM "Access to Music" Sweepstakes, c/o BankAtlantic, PO Box 8608, Ft. Lauderdale, FL 33310. Please specify whether you are requesting the name of the prize winner or a copy of the Official Rules. Requests received more than ninety (90) days after the end of the Giveaway Period will not be honored.

12. Consent to Publicity and Use of Information: Entrants specifically acknowledge and agree that the Sponsor may utilize information obtained from the entrant's entry form in order to contact entrant and/or to offer Sponsor's products or services. Except where prohibited, by entering this Giveaway and/or accepting a prize, each entrant and winner (as the case may be) agrees to Sponsor's use of his or her name, voice, photograph (including on the Sponsor's Web pages), biographical information (including, without limitation, hometown and state), e-mail address, and/or likeness for any promotional and publicity purposes in any media without further payment or consideration.

13. Privacy Notice: Entrants should read Sponsor's privacy statement located at: <https://www.bankatlantic.com/privacyPolicy/default.html> .

14. Sponsor: This Giveaway is sponsored by BankAtlantic, whose decisions regarding the selection of the winners and all other aspects of the Giveaway shall be final and binding in all respects.