

**2019 Customer Survey Promotion (THE “PROMOTION”)  
OFFICIAL RULES (THE “RULES”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. Eligibility: The Promotion is open only to legal residents of the 50 United States (including D.C.) who are at least 18 years old at the time of entry.

The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Your participation constitutes your full and unconditional agreement to these Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion. Winning a prize is contingent on fulfilling all requirements set forth in these Rules. The Promotion is not a product of nor endorsed or sponsored by any federal, state, or local government, including the Department of Treasury and the Internal Revenue Service.

2. Sponsor/Administrator: Southern Bancorp, Inc. Sponsor’s Address: 8924 Kanis Rd., Little Rock, AR 72205.

3. Timing: The Promotion period begins on July 8, 2019 at 8:00 a.m. Central Time (“CT”) and ends on July 26, 2019, at 11:59 p.m. CT (the “Promotion Period”). Sponsor will conduct five random drawings on August 16<sup>th</sup> from all entrants who enter the Promotion through an eligible method on any date during the Promotion Period.

4. How to Enter: There are three ways to enter the Promotion, as outlined below. You may enter one time during the Promotion Period regardless of method of entry. The methods of entry are mutually exclusive. Any attempt by you to obtain more than one entry by any method will void your entries and you may be disqualified.

a. **Southern Bancorp Consumer Customer Email:** Southern Bancorp provides customers with an opportunity to include a valid email address for communications purposes when opening an account. Consumer customers who have provided this valid email address will be sent a link to complete a 10 question survey about their financial health. This survey does not require the disclosure of any personally identifiable information or account information. The purpose is to better understand customer financial health. Southern Bancorp is not responsible for email links being directed to recipients email spam or junk folders. **OR**

b. **Survey link via website:** Southern Bancorp customers may also enter the contest by visiting [www.banksouthern.com/2019customersurvey](http://www.banksouthern.com/2019customersurvey), registering, and then taking the survey.

c. **Mail-In Alternate Method:** To enter without using either of the above methods, you must be a legal resident of the United States or a resident who otherwise has an Individual Taxpayer Identification Number, be at least eighteen (18) years old at the time of entry, and be able to produce at least two forms of identification including a social security number and state issued identification card. You must hand print or type the following information on a 3” x 5” note card and mail it in an envelope with proper postage to “Southern Bancorp Customer Survey Promotion,” c/o Southern Bancorp, Inc., 8924 Kanis Rd., Little Rock, AR 72205: (1) your full name; (2) your e-mail address; (3) your mailing address; (4) your date of birth (mm/dd/yyyy); (5) your home phone number; and the following statement (6) “I have read, reviewed, understand, and agree with the “2019 Customer Survey Promotion” Official Rules , which are located at <https://banksouthern.com/2019customersurvey>, and am eligible to enter the Promotion under the Mail-In Alternate Method rules contained in the Official Rules.”

You will receive one entry into the Promotion based on the applicable Entry Date, which is the date your entry is postmarked that must be within the set Promotion Period.

All entries become the exclusive property of Sponsor and will not be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Photocopies of 3” x 5” notecards will not be accepted. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected, or postage-due entries, which will be disqualified.

5. Prize Drawings: Sponsor will randomly select five (5) potential winners for each Weekly Drawing from all eligible entries entered as of the applicable Entry Date for the receipt of one \$500 Certificate of Deposit at Southern Bancorp (one-year maturity and standard rates and terms apply). Potential winners will be notified by phone, email, or mail delivered by the United States Postal Service. Sponsor will attempt to contact potential winner no more than five (5) times to inform her/him of her/his status as a potential winner.

Except where prohibited, each potential winner (or parent/legal guardian if winner is over the age of 18 but a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release (a "Declaration"), which must be received by Administrator within 96 hours of the last date and time on which Sponsor attempted to contact potential winner.

If a potential winner cannot be contacted via phone, email, or mail delivered by the United States Postal Service or fails to sign and return the Declaration or provide any other requested information within the required time period, or if the prize is returned as undeliverable, s/he will forfeit the prize. Receiving a prize is contingent upon compliance with these Rules. Within two weeks of receiving confirmation by contact by phone, email, or mail delivered by the United States Postal Service from Sponsor that the Declaration has been received and verified, winner will be required to contact Sponsor at the phone number provided by Sponsor to arrange details for establishment of Certificate of Deposit.

Prizes are non-transferable and no substitution will be made. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received. Limit one prize per household. Total value of all prizes: \$2,500.

7. Release: By participating in the Promotion, you agree to release and hold harmless Sponsor, and its respective partners, affiliates, 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 your participation in the Promotion or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, your participation in the Promotion constitutes your consent for Sponsor and its partners, affiliates, associates, and agents to use your name, likeness, photograph, voice, opinions, testimonials, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole 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. 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 Promotion or to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

10. 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 tax returns; (5) late, lost, undeliverable, damaged, or stolen mail; or (6) 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 your entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another entry in the Promotion, if it is 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 the stated number of prizes as set forth in these 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, un-awarded, eligible prize claims. Under no circumstances will you be permitted to obtain awards for, and you hereby waive 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.

11. Dispute Resolution: **You and Sponsor agree that you will not file a class action or collective action against Sponsor, Southern Bancorp Bank, Southern Bancorp, Inc. or any of their affiliates, subsidiaries, agents, partners, or volunteers, and that each will not participate in a class action or collective action against the others. Sponsor does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance. This Dispute Resolution section shall be governed by, and interpreted, construed, and enforced in accordance with the Federal Arbitration Act and other applicable federal law.**

All disputes, claims, and causes of action between you and the Sponsor (including their direct or indirect parents, subsidiaries, affiliates, predecessors, successors, officers, directors, agents, employees, or volunteers of any of them) arising out of or connected with the Promotion or any prize awarded shall be settled by binding individual arbitration administered by the American Arbitration Association

("AAA" or the "Arbitrator"). However, you or the Sponsor may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. This arbitration provision limits your and Sponsor's ability to litigate claims in court, and you and Sponsor each agree to waive your respective rights to a jury trial or trial by state or federal judge, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. The Arbitrator will have sole and exclusive jurisdiction over any dispute between you and the Sponsor. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended), available on the AAA's website [www.adr.org](http://www.adr.org), and as modified by the agreement to arbitrate in this Dispute Resolution section. All arbitrations shall proceed on an individual basis. If a court decides that applicable law precludes enforcement of any of this section's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. Except as set forth above, if any portion of this Dispute Resolution section is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Dispute Resolution section.

12. **Applicable Law:** Subject to and without limiting Section 11 of these Rules, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of you, Sponsor in connection with the Promotion or any prize, shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without giving effect to any choice of law or conflict of law rules. Unless you and Sponsor agree otherwise, any arbitration hearing shall take place in the county of your residence.

13. **Your Personal Information:** By entering the Promotion, you will be opting in to receive future marketing materials and communications from Sponsor or any of its affiliates, subsidiaries, agents, partners, or volunteers to the contact information you provide. You may elect to opt-out of receiving future marketing materials and communications from Sponsor at any time by contacting Sponsor at the Sponsor's Address. Information collected from you is subject to the terms of the Consent Forms you completed if you entered the Promotion via the Free Tax Preparation Method. If you entered the Promotion via the Mail-In Alternate Method, information collected from you will be limited to the information you provided to Sponsor on the 3"x5" note card, which becomes Sponsor's property upon receipt.

14. **Winner List:** For a winner list, visit <https://banksouthern.com/2019customersurvey> or contact Sponsor with your request at the Sponsor's Address. The winner list will be posted after winner confirmation is complete.