

## **AUTOPAY SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID WHERE PROHIBITED BY LAW.**

#### **1. Eligibility.**

This AutoPay Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States who, at the time of entry, are at least 18 years of age and the age of majority in their local jurisdiction. Void where prohibited by law. Directors, management, staff, employees of Sponsor or NOCO LLC (“Biller”) or any of Sponsor’s or Biller’s parent(s), subsidiaries, affiliates, advertising agencies, suppliers, distributors, retailers or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes and their immediate family (spouse, ex-spouse, de facto partner, parents and step parents, grandparents and step grandparents, siblings and step siblings, uncle, aunt, niece, nephew, brother, sister, step brother, step sister, first cousin and children and stepchildren) 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. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant’s (“Entrant”) full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon selected Entrant fulfilling all requirements set forth herein.

#### **2. Sponsor.**

Sponsor: Paymentus Corporation, 11605 North Community House Road, Suite 300, Charlotte, NC 28277

#### **3. Sweepstakes Entry Period.**

The Sweepstakes Entry Period starts on May 1, 2023 at 12:00:01 a.m. Eastern Time (“ET”) and ends July 31, 2023 at 11:59:59 p.m. ET (the “Sweepstakes Entry Period”). Entries received outside the Sweepstakes Entry Period will be void. Sponsor is the official time keeper for this Sweepstakes.

#### **4. How to Enter the Sweepstakes.**

There are two (2) methods of entry:

- a. Sign Up to AutoPay: During the Sweepstakes Entry Period, to receive one (1) entry in the Sweepstakes, (i) go to the login website located at [www.noco.com/my-account](http://www.noco.com/my-account); (ii) sign in to the portal using your username and password. If you do not already have a login, follow the prompts to sign up; (iii) once signed in, click on the “AutoPay” tab; (iv) click “Add Schedule”; (v) select the account for which you would like to use AutoPay; (vi) select or input your preferred AutoPay payment method; (vii) complete the required fields,

including payment frequency, payment amount, and advance notice preferences; (viii) check the box to confirm your AutoPay preferences; and (ix) click “Create AutoPay” to finalize. Participants must maintain AutoPay enablement through end of sweepstakes entry period to be considered for selection.

- b. Alternative Method of Entry: During the Sweepstakes Entry Period, to receive one (1) entry in the Sweepstakes without making a payment, handprint on a 3” x 5” piece of paper the name of the City/County/Town/Utility that is hosting the Sweepstakes (i.e. NOCO LLC), your name, address, phone number, and email address. Mail your postage prepaid to Paymentus Sweepstakes, 11605 North Community House Road, Suite 300, Charlotte, NC 28277. Limit of one (1) entry request per separately mailed outer envelope. To be eligible, envelopes must be postmarked during the Sweepstakes Entry Period and must be received by Sponsor within five (5) business days thereafter. Mail-in entry card and envelopes must be hand printed by the Entrant only and each request must be mailed individually. Any bulk shipments of entries will not be processed or entered into the Sweepstakes. The Alternative Method of Entry is subject to the maximum number of total Sweepstakes entries below.

All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entries beyond the permitted number are void. Use of a multiple email addresses or any automated system to enter is prohibited and will result in disqualification.

#### **5. Maximum Number of Sweepstakes Entries.**

Limit of one (1) entry per person during Sweepstakes Entry Period, regardless of entry method.

#### **6. Sweepstakes Winner Selection.**

On or about August 7, 2023 (the “Drawing Date”) Sponsor will select four (4) entries in a random drawing among all valid entries received during the Sweepstakes Entry Period. Sponsor will contact the potential prize winner(s) by email using the email address the potential prize winner(s) used to enter the Sweepstakes. Failure by potential prize winner(s) to respond to the initial verification within 48 hours of notification may result in disqualification, and Sponsor may, at its discretion, select an alternate potential prize winner(s) from all remaining valid entries. Odds of winning a prize depends on the number of eligible entries received during the Sweepstakes Entry Period.

#### **7. Prize.**

There are four (4) prizes available in the Sweepstakes. Each verified prize winner (“Verified Prize Winner”) will receive one (1) \$500 Visa Gift Card (each a “Prize”).

THE PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY SPONSOR OTHER THAN WHAT IS EXPRESSLY INCLUDED WITH THE PRIZE.

All non-stated features of the Prizes are in Sponsor’s discretion and subject to availability, including without limitation color, design, and sizing. All expenses and costs not expressly listed

in these Official Rules are the sole responsibility of the Verified Prize Winner(s). Verified Prize Winner(s) will be responsible for all other expenses relating to the receipt and use of the Prize. Prizes are nontransferable and may not be substituted or redeemed for cash by Verified Prize Winner(s). Sponsor reserves the right to substitute a Prize, in whole or in part, for one of equal or greater value. All federal, state, and local taxes are solely the responsibility of Verified Prize Winner(s). Odds of winning a Prize depend on the number of valid and eligible entries received during the Sweepstakes Entry Period. Gift cards are subject to their terms and conditions.

Sponsor is not responsible for any change of email address and/or mailing address of Entrants, nor is Sponsor responsible for any lost or damaged mail.

## **8. Verification of Potential Prize Winner.**

POTENTIAL PRIZE WINNERS' ELIGIBILITY IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Any potential Prize winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Sponsor may run a background check on any potential Prize winner. The potential Prize winner may be required to execute and return to Sponsor for its receipt within five (5) business days of notification, an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") in order to claim his/her Prize. Sponsor may, but is not obligated to, exercise its rights under such Affidavit. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the Prize; (e) potential winner cannot or does not comply with the Official Rules; or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential Prize winner shall be disqualified from the Sweepstakes and an alternate potential Prize winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Prize winner, if any. Potential Prize winner will be contacted by email through the email address used to enter the Sweepstakes. Failure to respond to the initial verification contact within forty eight (48) hours of notification may, in Sponsor's sole discretion, result in disqualification and a new potential Prize winner may be selected by Sponsor from all remaining valid entries.

## **9. Entry Conditions and Release.**

By entering, each Entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or its designee(s) which are binding and final in all matters relating to these Sweepstakes; (b) release and hold harmless Sponsor, Biller, and their respective parent, subsidiary and affiliated companies, the Prize suppliers and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, 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 Entrant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, 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 Released Parties 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/or Entrant's acceptance, use or misuse of any Prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, Entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any Prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

#### **10. Publicity.**

Except where prohibited, participation in the Sweepstakes constitutes the Verified Prize Winners' consent to Sponsor's and its agents' use of each such 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 Sweepstakes, 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 reserves the right in its 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. In the event that Sponsor experiences a technical failure during admission of the Sweepstakes that causes the Sweepstakes to be suspended, Sponsor shall select a winner by random drawing from all valid entries received in the applicable Sweepstakes up to the point of the technical failure.

In the event of a dispute regarding the identity of any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. 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 winner(s) of any Prize may be required to show proof of being the authorized account holder to be awarded the Prize. All entry information becomes the sole and exclusive property of Sponsor and will not be returned or cancelled.

## **12. Limitations of Liability.**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrant, or programming associated with or used in the Sweepstakes; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error, which may occur in the administration of the Sweepstakes or the processing of entries; or (e) 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 Sweepstakes 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. No more than the stated number of Prizes will be awarded. If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, epidemic, pandemic, force majeure, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible, non-suspect entries received as of the date/time of termination.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

## **13. Disputes.**

**Except where prohibited by law, as a condition of participating in this Sweepstakes, each Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with these Sweepstakes, including but not limited to Prize awarded, shall be resolved**

individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Entrant further waives all rights to have damages multiplied or 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

#### **14. Entrant's Personal Information.**

Information collected from Entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.paymentus.com/privacy-policy/>. If you are selected as a potential or verified Prize winner, your name, city and state may also be included in a publicly available Winners' List.

#### **15. Sweepstakes' Results.**

For the Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to: "Winner's List" c/o Paymentus Sweepstakes, 11605 North Community House Road, Suite 300, Charlotte, NC 28277. Requests for the Winner's List must be received within 60 calendar days after the end of the Sweepstakes Entry Period.

**Questions?:** Please email [marketing@paymentus.com](mailto:marketing@paymentus.com)