

**2014 PREMIER It's the Most Wonderful Swipe of the Year Sweepstakes
Official Rules**

1. **GENERAL. NO PURCHASE, PAYMENT OR OBLIGATION NECESSARY TO ENTER OR WIN.** The 2014 It's the Most Wonderful Swipe of the Year Sweepstakes (the "Sweepstakes") begins with purchases posted on or after November 1, 2014, at 12:00 a.m. Central Time (CT), and ends with purchases posted before December 31, 2014, at 11:59 p.m. CT (the "Promotional Period"). The Odds of winning will depend on the number of eligible entries received.

2. **ELIGIBILITY.** The Sweepstakes is open and offered only to natural persons who are legal residents of Iowa, Minnesota, Nebraska, or South Dakota, and are 18 years of age or older as of the date of entry (each, an "Eligible Entrant"). Members of the Board of Directors of First PREMIER Bank (the "Sponsor"), Dana Dykhouse, Miles Beacom, David Rozenboom, direct reports of Dana Dykhouse, Miles Beacom, and David Rozenboom, employees who work in any capacity in the marketing department of First PREMIER Bank (and their respective IRS dependents, immediate family members and individuals residing in their same household) are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of the Sponsor. Void where prohibited. Sponsor's computer will be the official time-keeping device for the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

3. **HOW TO ENTER.** There are two ways to enter the Sweepstakes during the Promotional Period.

- a. **Automatic Entry Method.** During the Promotional Period, Eligible Entrants who are First PREMIER Bank Debit MasterCard® ("Eligible Card") cardholders with a personal checking account with Sponsor that is connected to the Eligible Card (the "Eligible Account"), will receive an automatic entry each time the Eligible Entrant completes a PIN or signature-based point-of-sale purchase transaction using the Eligible Card in an amount equal to or greater than \$25.00, and such purchase transaction is posted to the Eligible Account (the "Purchase"); provided only Eligible Entrants making Purchases with an Eligible Card that is not in default under the customer agreement for the Eligible Account, both at the time of purchase and at the time of the applicable Drawing (as defined below), are eligible for automatic entry. No entry will be granted to any entrant whose Eligible Account is overdrawn or has been closed at the time of the Drawing. All automatic entries will be deemed to be submitted by the primary person in whose name the Eligible Card used to enter the Sweepstakes was issued. Account adjustment transactions, returns, cash advances, ATM transactions or similar cash withdrawals, balance transfers, and payment of late fees or over-limit fees to the Sponsor or any affiliate of the Sponsor, are excluded from automatic entry. Eligible Cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for participation in the Sweepstakes.
- b. **Mail-In Alternative Entry Method.** During the Promotional Period, Eligible Entrants may hand print the Eligible Entrant's name, address, city, state, ZIP Code, telephone number, e-mail address, and date of birth on a 3"X 5" card and mail the card in a hand-addressed, stamped envelope to 2014 Swipe It Sweepstakes, First PREMIER BANK, Marketing, P.O. Box 1348, Sioux Falls, SD 57101-1348. Mailed entries will be included in the Drawings as they are received. To be included in the final Drawing (as defined below), mailed entries must be postmarked by the last day of the Promotional Period and received not later than the fifth (5th) business day thereafter. Limit one entry per envelope. Mechanically reproduced, photocopied, illegible, incomplete, or inaccurate entries are automatically void.

Sponsor, its affiliates, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "Released Parties," except to the extent that any of the foregoing acts in his or her individual capacity to enter the Sweepstakes) are not responsible for illegible, lost, late, delayed, deleted, damaged, incomplete, postage due, misdirected, undeliverable, mutilated,

destroyed, or stolen mail entries; or for the incorrect, delayed or inaccurate entry information whether caused by systems issues, site users, inaccurate records, human processing, tampering, hacking, theft or destruction, or by equipment or programming used in this Sweepstakes; or for any error, interruption or unavailable network, server, satellite, or other connections; or for miscommunications, failed computer, telephone or cable transmissions, lines, or technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, mechanical, electronic or network. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at their sole discretion to suspend or terminate the Sweepstakes, and select winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

4. **RANDOM DRAWING.** The Sponsor will select winners at random (i) on or before the tenth (10th) business day after the last day of each calendar month during the Promotional Period (each, a "Monthly Drawing," and collectively, the "Monthly Drawings") from among all eligible entries timely received during the preceding calendar month and (ii) on or about December 10, 2014, from among all eligible entries timely received from 12:00 a.m. CT on November 28, 2014, through 11:59 p.m. CT on December 1, 2014 (the "Black Friday/Cyber Monday Drawing" and, together with the Monthly Drawings, the "Drawings" and each a "Drawing"). Non-winning entries for any Drawing will not be carried over to subsequent Drawings. The non-winning entries for the Black Friday/Cyber Monday Drawing will also be included in the Monthly Drawing for the month in which the eligible purchase was made. At each Monthly Drawing the Sponsor will randomly select entries from all eligible entries received during the applicable month until the total prizes to be awarded for the Monthly Drawing are at least \$10,000 and less than \$11,000 (the "Monthly Prize Total"). At the Black Friday/Cyber Monday Drawing the Sponsor will randomly select entries from all eligible entries received during the applicable period until the total prizes to be awarded for the Black Friday/Cyber Monday Drawing are at least \$5,000 and less than \$6,000 (the "Black Friday/Cyber Monday Prize Total"). The total number of entries selected will vary from Drawing to Drawing depending upon the size of individual prizes to be awarded. The decisions of the Sponsor are final and binding in all matters relating to the Sweepstakes, including the Drawings. The Eligible Entrants selected (subject to verification of eligibility, the "Winners") will be notified by phone, e-mail and/or U.S. Mail on or about two (2) business days following each Drawing. Winners must meet all eligibility requirements and, depending on the value of the prize, may be required to provide their Social Security number, and complete and to submit to Sponsor an Affidavit of Eligibility, and Publicity and Liability Release (where legal), each of which must be completed, signed and returned within seven (7) days from date of issuance, or the prize will be forfeited and may be awarded to an alternate winner, time permitting.

5. **PRIZE/ODDS:** Each Monthly Drawing will result in total aggregate prizes not to exceed the amount of the Monthly Prize Total and the Black Friday/Cyber Monday Drawing will result in total aggregate prizes not to exceed the amount of the Black Friday/Cyber Monday Prize Total. The maximum aggregate value of all prizes awarded for the Sweepstakes will be approximately \$25,000. Odds of winning will depend on the number of eligible entries timely received. Payment of each Prize (the "Prize Distribution") will be made either (i) a cash deposit equal to the value of the Purchase that resulted in the Eligible Entrant's winning entry, up to a maximum of \$1,000 (such deposit will be made to the Eligible Account connected to the Eligible Card that was used to make the Purchase that resulted in the winning entry), or (ii) if the winning entry was submitted by mail-in entry, a cash prize equal to the average value of all individual prizes awarded to the other Winners selected in the same Drawing, in the form of a check mailed to the Winner at the address provided on such Winner's mail-in entry. All prizes will be awarded by the end of the month during which the Drawing occurs; provided that if Sponsor requires a Winner to complete an Affidavit of Eligibility, and Publicity and Liability Release, the applicable prizes will be awarded within ten (10) business days of receipt by Sponsor of the required documents.

No more than the Monthly Prize Total will be awarded at any Drawing and no more than the Black Friday/Cyber Monday Prize Total will be awarded at the Black Friday/Cyber Monday Drawing. Total prize winnings are limited to

\$1,000 per Winner for the Promotional Period. Winners may not substitute or transfer the prizes. Expenses not stated in these Official Rules, including but not limited to, taxes on prizes and any other expense related to the acceptance of prizes, are solely the responsibility of the Winner. Any other Prize details will be at the sole discretion of the Sponsor. Prizes will not be fulfilled where the Drawing or the Black Friday/Cyber Monday Drawing is void. If a Winner refuses a Prize, an alternate winner may be selected from among the remaining eligible entries timely received. Acceptance of a Prize will be deemed to be confirmation of a Winner's agreement to be bound by these Official Rules and the decisions of the Sponsor.

6. **CONDITIONS OF PARTICIPATION:** Entrants agree (a) to abide by these rules and all decisions of Sponsor which shall be final in all respects relating to the Sweepstakes; (b) that Released Parties (except to the extent any Released Party acts in his or her individual capacity as an Eligible Entrant in the Sweepstakes) will have no liability whatsoever for, and shall be held harmless by Winners against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, enjoyment, use or misuse of any prize or participation in the Sweepstakes or any Sweepstakes-related activity, or for any typographical or other error in the printing, offering or announcement of any prize via entry forms, posters or any other media; (c) except where legally prohibited, grant (and agree to confirm that grant in writing) permission for Sponsor and those acting under their authority to use his/her name, address, e-mail address, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval; (d) that Winner may be required to complete, sign, and return an Affidavit of Eligibility or other such documentation as Sponsor may require to verify Winner's eligibility and that if documents are not returned on a timely basis, or if Winner is found to be ineligible, or not in compliance with these Official Rules, his or her prize will be forfeited and awarded to an alternate winner; and (e) Sponsor may disqualify anyone from participating in the Sweepstakes or winning a prize if, in their sole discretion, they determine that such person is attempting to undermine, tamper with, or abuse any aspect of the Sweepstakes, by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. **SPONSORS:** First PREMIER Bank, 601 South Minnesota Avenue, Sioux Falls, SD 57104