

Greater Savings

DREAM BIGGER. SAVE GREATER.

Complete Official Rules:

The Bank OZK 2024 Greater Savings Promotion - Official Rules

1. **PROMOTION DATES:** The Bank OZK 2024 Greater Savings Prize Linked Savings Account Promotion (“Promotion”) begins 12:00:00 a.m. ET on 01/01/24 and ends 11:59:59 p.m. ET on 12/31/24 (“Promotion Period”). There will be one-hundred (100) Monthly Prizes (each, a “Monthly Prize”) awarded each Monthly Prize Period during the Promotion Period. A “Monthly Prize Period” is defined as beginning at 12:00:00 a.m. ET on the first day of each month during the Promotion Period through 11:59:59 p.m. ET on the last day of each month during the Promotion Period. See Rule #3 for details on how to enter.

2. **ELIGIBILITY:** The Promotion is open to legal U.S. residents, residing in the states of Arkansas (AR), Georgia (GA), Texas (TX) and North Carolina (NC) who are 18 years of age or older. An OZK Savings Account or Personal Savings Account is required in order to participate. You must be a natural person who holds the account primarily for personal, family or household purposes. Public funds, brokers, dealers, business, other financial institutions, trust, guardianship, and fiduciary accounts are not eligible. The following individuals are not eligible to enter or win: officers, directors, independent contractors and employees of Bank OZK (“Sponsor”), Don Jagoda Associates, Inc. (“Administrator”), and each of their respective subsidiaries and affiliated companies; their distributors, contractors, web design, advertising, fulfillment, and promotional agencies and other individuals or entities involved in the administration, development, fulfillment and execution of the Promotion (collectively, “Promotion Entities”) and all of their immediate family members (spouse, parent, child, sibling, in-laws and/or the household members of each). The Promotion is intended solely for viewing and participation in the states of AR, GA, TX, NC and shall be construed and evaluated solely under applicable United States federal, state and local laws. Void outside AR, GA, TX, NC and where prohibited, taxed or restricted by law and winners must reside in one of these states in order to receive a prize. Winning a prize is contingent upon fulfilling all requirements set forth herein. For the purposes of the Promotion, an Account Holder is defined as an individual who is a tax responsible Account Holder of an OZK Savings Account or Personal Savings Account in good standing as of date of Entry and prize award (“Account Holder”). For the purpose of the Promotion, an Account Holder of multiple OZK Savings or Personal Savings Accounts is only considered as one (1) Account Holder. For this Promotion, an Account Holder in good standing is one who: (1) has an Active account status; (2) does not have a negative account balance in any Sponsor account at the time of prize award; and (3) is not engaged in any legal disputes with Sponsor. In the event of a dispute as to the identity of a winner, such Entry will be deemed to be submitted by the tax responsible Account Holder of the eligible Sponsor Savings Account in question.

3. **HOW TO ENTER:** Account Holders will automatically receive one (1) (“Eligible Entry”) for every \$25 of qualifying deposit to an OZK Savings Account or Personal Savings Account (“Qualifying Account”) held by the Account Holder. A (“Qualifying Deposit”) is defined as any deposit transaction other than a My Change Keeper transaction made to a Qualifying Account during the Monthly Prize Period. Entries do not carry over from one Monthly Prize Period to the next Monthly Prize Period. Deposit of Monthly Prize by Sponsor is not considered as a Qualifying Deposit. Eligible Entries are limited to an aggregate of ten (10) per Monthly Prize Period, from all qualifying accounts held by the Account Holder. Total Eligible Entries per Monthly Prize Period are calculated by taking the total amount of all Qualifying Deposits made during a Monthly Prize Period from all Qualifying Accounts held by the Account Holder and dividing by \$25. Fractional Entries will be rounded down with a limit of ten (10) per Monthly Prize Period. Qualifying Deposits will be associated with a Promotional Period based on the date the deposit is posted to the account in accordance with Sponsor’s Funds Availability Policy Disclosure, Electronic Funds Transfer Policy, and Sponsor’s Retail Online and Mobile Banking Agreement.

All Entries earned shall herein be referred to as the “Entry” or “Entries”. By submitting an Entry, you agree to these terms and Official Rules for this Promotion, and to the decisions made by the Administrator and/or Sponsor. You further agree that there is no appeal or manner in which to object to the decision, opinions or determinations of the Sponsor or Administrator. All Entries become the exclusive property of Sponsor and none will be acknowledged or returned.

4. **MONTHLY RANDOM DRAWING WINNER SELECTION/ODDS:** The Administrator, an independent judging agency, will conduct all random Monthly Prize Drawings (“Monthly Drawings”).

Monthly Drawings: One-hundred (100) Monthly Prize winners (subject to verification) will be selected for each Monthly Prize Period, as defined above. Monthly Drawings will be conducted approximately five (5) days after the conclusion of each Monthly Prize Period. Monthly Drawings will be conducted from among all eligible Entries received during the applicable Monthly

Prize Period. The odds of winning a Monthly Prize depend upon the total number of eligible Entries received by the end of each Monthly Prize Period and compliance with the exact requirements of these Official Rules.

5. **PRIZES AND APPROXIMATE RETAIL VALUES (“ARVs”)**: One-thousand two hundred (1,200) Monthly Prizes [One-hundred (100) awarded per Monthly Prize Period]: \$200, awarded as a direct deposit to the winner’s Qualifying Account. Allow up to forty-five (45) days from drawing for prize to be deposited into account. Total value of all prizes: \$240,000. The winners will be solely responsible for all applicable federal, state and/or local taxes, and for any other fees or costs associated with the prize awarded. No prize substitution or transfer of prizes permitted except at sole discretion of the Sponsor. Limit one (1) prize per Account Holder per Monthly Prize Period.

6. **NOTIFICATION OF WINNERS**: Potential winners will be notified by telephone, U.S. mail, and/or email. Sponsor will utilize Account Holder information on file to contact potential winners. Account Holders are solely responsible for maintaining contact information and providing Sponsor with any changes in a timely manner. Sponsor is not responsible for incorrect, missing, or outdated Account Holder contact information. All potential winners must comply with all terms and conditions of these Official Rules, and being declared an official winner is contingent upon fulfilling all requirements set forth herein. Potential winners may be contacted via email and may need to verify eligibility within five (5) days of notification attempt or he/she may forfeit the prize. In the event of prize forfeiture, a potential winner is unreachable, the prize notification is undeliverable, or if a potential winner declines acceptance of the prize, Sponsor may award the prize to a randomly selected alternate potential winner. All potential winners of the Promotion are subject to verification by Sponsor or Administrator, whose decisions as to the administration and operation of the Promotion and the selection and verification of potential winners are final and binding in all matters related to the Promotion. All materials submitted become the sole property of Sponsor and will not be returned. The winners further agree to fully cooperate with Sponsor and its representatives as to the conduct of a background check (which may be conducted in the sole discretion of the Sponsor), including providing any and all additional information and consents in conjunction therewith. If a background check is conducted, the winner also agrees to be bound by the results of the background check, with the understanding that if Sponsor determines in its sole discretion that it is not in the Sponsor’s interest to award the prize to the winner, winner will forfeit the prize and an alternate prize winner will be selected.

7. **GENERAL CONDITIONS**: By entering this Promotion and/or accepting a prize as a selected winner, each Account Holder/winner agrees that he/she has read these Official Rules and that he/she will be strictly bound by them. Sponsor’s decisions shall be final in all matters pertaining to this Promotion and any/all prizes awarded. By accepting a prize, winners grant Sponsor the right to use their individual names, addresses, photographs, and likenesses for advertising, publicity & promotional purposes and for any other such purposes as Sponsor so determines, in any and all media worldwide without limitation, without further compensation or permission, except where prohibited by law. All applicable federal, state and local laws apply. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, viruses, tampering, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to cancel, terminate, modify or suspend the Promotion and award the prizes in a random drawing from among all eligible Entries received for each Monthly Drawing prior to cancellation. 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 Official Rules or in an unsportsmanlike or disruptive manner. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. No more than the stated number of prizes will be awarded.

8. **LIMITATIONS OF LIABILITY**: Promotion Entities are not responsible for lost, delayed, inaccurate, incomplete or misdirected Entries, interrupted or unavailable network servers involved in posting or processing Entries, internet access or other connections, miscommunications, failed telephone or computer transmissions/failures of any kind or jumbled, scrambled or misdirected Entries, or for phone, electrical, network, computer hardware or software or program malfunctions, inability to upload or download any information in connection with participating in the Promotion, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person or person’s computer or property related to participating in the Promotion. Promotion Entities are not responsible or liable for any internet connectivity costs, credit card costs, dial-up access costs, or upload fees. Persons found tampering with, abusing any aspect of this Promotion, or violating these Official Rules, will be disqualified and may be subject to prosecution.

CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT WILL SPONSOR AND ITS AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS PROMOTION OR ACCEPTANCE OR USE/MISUSE OF ANY PRIZE.

9. **DISPUTES:** ACCOUNT HOLDER AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZES AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN ARKANSAS; (2) ACCOUNT HOLDER HEREBY WAIVES HIS/HER RIGHT TO PROMOTION JURISDICTION; (3) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION BUT IN NO EVENT ATTORNEYS' FEES; AND (4) UNDER NO CIRCUMSTANCES WILL ACCOUNT HOLDER BE PERMITTED TO OBTAIN AWARDS FOR, AND ACCOUNT HOLDER HEREBY WAIVES ALL RIGHTS TO CLAIM, 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. 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 Account Holder and Sponsor in connection with the Promotion, 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 (whether of the State of Arkansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arkansas.

10. **PRIVACY:** Any personally identifiable information collected during your participation in this Promotion will be collected by Sponsor and used by it and its agents for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules, and in accordance with Sponsor's Privacy Policy, posted at <https://www.ozk.com/static/docs/privacy-notice.pdf> and as allowed by law.

11. **GENERAL RELEASE:** Each Account Holder hereby agrees to release, indemnify, and hold harmless Promotion Entities, from any claims, actions, damages, losses or injury of any kind including but not limited to personal injury or death, resulting from participating in the Promotion or from acceptance, use or misuse of a prize awarded or participation in any prize-related activity. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss or damage to property; and/or claims of third parties. Account Holders agree that Promotion Entities have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express, or implied (including but not limited to the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Promotion or to any prize. Under no circumstances should Account Holders give their account number, or any information regarding their account, over the phone or via mail (including email), in connection with this Promotion.

12. **WINNERS LIST:** For a Winners List, available for ninety (90) days after 12/31/24, please send a stamped, self-addressed envelope to: Bank OZK 2024 Promotion Winners List, 100 Marcus Drive (Dept. IO), Melville, NY 11747. Winners List will be sent after the prizes have been awarded.

13. **SPONSOR/ADMINISTRATOR:** The Sponsor of this Promotion is Bank OZK, 18000 Cantrell Road, Little Rock, AR 72223. The Administrator of this Promotion is Don Jagoda Associates, 100 Marcus Drive, Melville, NY 11747.