
**CONTROL™ PREPAID MASTERCARD® “TAX REFUND CELEBRATION” SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED. The Control Prepaid MasterCard is issued by MetaBank™, Member FDIC. NetSpend is an authorized Independent Sales Organization of MetaBank. Use of Card Account is subject to ID verification and funds availability. A monthly fee, transaction fees, terms, and conditions apply to the use of the Card Account. See the Cardholder Agreement for details.

- 1. ELIGIBILITY:** *The Control Prepaid MasterCard “Tax Refund Celebration” Sweepstakes* (the “Sweepstakes”) is open to legal residents of the United States of America, who are physically located and reside in the United States of America, and are 18 years of age or older at the time of entry (“Eligible Participant”). Void where prohibited. Employees, directors and officers, and their immediate family members (spouse, parents, children, siblings, and their respective spouses), and their respective household members (whether related or not), of NetSpend Corporation (“Sponsor”), Black Entertainment Television, Inc. (“BET”), MasterCard International Incorporated, MetaBank, manufacturers or distributors of Sweepstakes materials; and their advertising and promotion agencies are not eligible to enter. Sweepstakes is subject to all federal, state, and local laws. U.S. law governs this Sweepstakes.
- 2. SWEEPSTAKES TIMING/DESCRIPTION:** The Sweepstakes begins at 12:00:00 am Central Time (CT) on February 1, 2013 and ends 11:59:59 pm CT on April 15, 2013 (the “Promotion Period”). One (1) Grand Prize will be awarded in a random drawing from among all eligible entries received during the Promotion Period. Any Eligible Participant selected as a winner who does not have a Control Prepaid MasterCard will have their prize awarded in the form of a paper check.
- 3. HOW TO ENTER:** Eligible Participants may enter the Sweepstakes via the following methods: 1) To automatically receive one (1) entry in the Sweepstakes, have your 2012 IRS Tax Refund direct deposited to your Control Prepaid MasterCard. If you do not have a Card, you may order one at https://www.mycontrolcard.com/prepaid-debit-card/applyNow.m?AID=C_TRCSWEEPS&SITEID=Rules without paying an initial fee; however, **there is a monthly fee (\$7.95 or \$5.00 depending on Cardholder eligibility) associated with the Card Account. See the Fee Schedule of**

the Cardholder Agreement for more information. Automatic entries must be received by 11:59:59 pm CT on April 15, 2013, in order to be eligible. The IRS Tax Refund must be direct deposited by 11:59:59 pm CT on April 15, 2013 in order to be eligible. **ALTERNATE METHOD OF ENTRY:** To enter the Sweepstakes without having your 2012 IRS Tax Refund direct deposited to a Control Prepaid MasterCard, go online to www.mycontrolcard.com/taxrefundcelebrationsweepstakes (the "Promotional Website") and complete and submit the online Sweepstakes Registration Form during the Promotion Period. Online entry must be received by 11:59:59 pm CT on April 15, 2013 in order to be eligible. Limit one online entry per person/email address via this method during the Promotion Period. Subsequent entries submitted by the same person/email address via this method of entry will be void. Email address will only be used as a contact method for this Promotion and will not be used for marketing purposes by anyone or shared with any third party unless entrants indicate they wish to receive future marketing communications from Control Prepaid MasterCard. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. If a dispute results as to the identity of an online entrant, it will be determined that the online entry was submitted by the authorized account holder of the email address from which the entry is made. For these purposes, the authorized account holder is the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses or the domain associated with the submitted email address. The database clock of the Promotional Website will be the official timekeeping device for the Sweepstakes.

- 4. DETERMINATION OF WINNER:** Potential Grand Prize winner will be selected in a random drawing to be conducted on or about April 30, 2013 from among all eligible entries received. The random drawing will be conducted by Votigo, Inc., an independent judging organization. Judges'/Sponsor's decisions are final on matters relating to this Sweepstakes. Potential Grand Prize winner who provides a valid email address and telephone number will be notified via electronic mail and/or telephone, anytime from 9:00 am Central Time (CT) through 5:00 pm CT on or about May 1, 2013. Potential Grand Prize winner will be required to sign an affidavit of eligibility/liability release and where legal, publicity release and a federal and state tax release, and return these documents, properly executed, within fourteen (14) days of issuance of notification. Failure to comply with this time frame, or if prize or prize notification is returned as undeliverable, will result in the entrant being disqualified, and a potential alternate Grand Prize winner will be

selected. Odds of winning the prize depend upon the total number of eligible entries received. The claimed prize will be awarded.

5. **PRIZES: One (1) Grand Prize:** \$5,000 will be loaded to a Control Prepaid MasterCard. ARV: \$5,000. Total ARV of the prize: \$5,000. In the event the winner does not possess a Control Prepaid MasterCard, the prize will be awarded via a check sent by mail. All terms, conditions, and fees related to the use of the Control Prepaid MasterCard apply. See the Cardholder Agreement and its Fee Schedule for details about the terms, conditions, and fees of the Card. Prize is not transferable, except at the Sponsor's sole discretion. No substitutions or cash equivalents are permitted, except by the Sponsor at its sole discretion. Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prize is unavailable. **All taxes and any other costs related to this prize not specifically stated within these Official Rules are the sole responsibility of the winner.** Merchandise prizes, if any, are awarded "as is" and any and all guarantees and warranties on merchandise prizes are subject to the manufacturers' terms and conditions, and winner agrees to look solely to such manufacturers for any such warranty or guarantee claim.

6. **CONDITIONS OF PARTICIPATION:** By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. By accepting a prize, the winner will consent to the use of his or her name, image, likeness, photograph, voice, and biographical materials for advertising, publicity, and promotional purposes by Sponsor, or a party designated by the Sponsor, including but not limited to, any online announcements, without additional compensation, except where prohibited by law. Entrants agree that the conditions of submission set forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference solely govern the relationship between the entrant and Sponsor in connection with this Sweepstakes. Entrants agree that any and all disputes shall be governed by the laws of the state of Texas.

7. **LIMITATION OF LIABILITY:** ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS NETSPEND CORPORATION; BET; VOTIGO, INC. AND THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, DIVISIONS; MASTERCARD INTERNATIONAL INCORPORATED; METABANK; THEIR ADVERTISING AND PROMOTION AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS AND SHAREHOLDERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING

FROM PARTICIPATING IN THIS SWEEPSTAKES OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY 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 OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. PARTICIPANTS AGREE THAT SPONSOR HAS NOT MADE NOR IS 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 SWEEPSTAKES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE NETSPEND WEBSITE OR THE PROMOTIONAL WEBSITE AND SPONSOR SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. Releasees are not responsible for lost, late, illegible, damaged, postage due or stolen entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website, complete a qualifying transaction or activate a card, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in this promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Sweepstakes. In such event, Sponsor may void any entries they suspect are at issue and award prizes from among all eligible entries received up to the date of cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE PROMOTIONAL WEBSITE OR ANY ONLINE SERVICE RELATED TO THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL

LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate the rules or interfere with this Sweepstakes in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Sweepstakes. Any attempts by an individual to access any website associated with this competition via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

8. **WINNER LIST:** For the name of the winner, available after May 1, 2013, mail a self-addressed, stamped envelope by May 31, 2013, to: Control Prepaid MasterCard Tax Refund Celebration Sweepstakes, P.O. Box 2136, Austin, Texas 78768-2136.
9. **SPONSOR & ADMINISTRATOR:** The sole Sponsor of this Sweepstakes is NetSpend Corporation, 701 Brazos St., Suite 1300, Austin, TX 78701. Administrator: Votigo, Inc., 251 Lafayette Circle, Suite 330, Lafayette, CA 94549.

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