

CAYMAN NATIONAL BANK'S CASH FOR TWELVE DAYS OF CHRISTMAS PROMOTION TERMS AND CONDITIONS

1. **Eligibility:** Cayman National Bank Ltd.'s (the "Bank") Cash for Christmas Promotion (the "Promotion") is open to all legal residents of the Cayman Islands. To be eligible, a Participant must be the holder of a Cayman National Visa Card (either debit or credit card) that is not expired and includes those participants that have a Cayman National Visa Card in joint names (the "Participant"). Employees of the Bank are not eligible to participate in the Promotion. Additionally, the employees of the Bank's respective affiliates and subsidiaries are not eligible to participate in the Promotion. Notwithstanding, the Bank has the right to exclude any person(s) from this Promotion in its absolute discretion without any obligation to provide notice or reason.
2. **Agreement to Rules:** By entering the Promotion, participants automatically agree to be fully, and unconditionally bound by these terms and conditions (the "Rules"), and also represent and warrant that they individually meet the eligibility requirements set forth herein. In addition, the Participant agrees to accept the decisions of the Bank as final and binding as it relates to the Promotion. Use of fraudulent methods or any attempt to circumvent the Rules may result in ineligibility, at the sole discretion of the Bank.
3. **Promotion Period:** The Promotion will run from **December 2nd – December 17th, 2021** (the "Promotion Period") with prizes drawn on the weekdays during this period.
4. **How to Enter:** To enter the Promotion, a Participant must conduct a valid transaction (i.e. where the transaction is not declined) with their Cayman National Visa Card at a merchant located within the Cayman Islands that accepts Visa card payments. There is no minimum spend requirement. Each time a Participant swipes its Cayman National Card at one of the Merchant's card machines, they will automatically be entered into the Promotion. A Participant therefore can have multiple entries.
5. **Prizes:** Each weekday during the Promotion Period, there will be five (5) prizes drawn each weekday during the Promotion Period consisting of: four (4) prizes of KYD50 (and one (1) grand prize each day the ("Prizes"). The grand prizes shall be as follows:

1. Dec 2nd -KYD200
2. Dec 3rd - KYD250
3. Dec 6th - KYD300
4. Dec 7th - KYD350
5. Dec 8th - KYD400
6. Dec 9th - KYD450
7. Dec 10th - KYD500
8. Dec 13th- KYD550
9. Dec 14th- KYD600
10. Dec 15th - KYD750
11. Dec 16th - KYD1,000
12. Dec 17th - KYD1,500

Any Participant that wins a Prize will not be eligible to win any additional Prizes during the Promotion Period. The Prizes are non-transferable. There shall be no substitution of the Prizes. A winning Participant will be subject to any necessary applicable regulatory or tax reporting.

6. **Odds:** The odds of winning depend on the number of eligible entries received and shall be based on random selection as stated below.

7. **Winner selection and notification:**

All weekly Prize winners will be selected by an electronic random generator and will be contacted by telephone using the phone number the Bank has on record for the successful Participant. If the Bank cannot contact the Prize winner within seven (7) calendar days of the winning Participant's name being announced for whatever reason, the Prize shall be forfeited and such Participant will be ineligible to win future Weekly or Grand prizes. The Bank shall have the right award an alternative winner instead.

The Bank shall have no liability for a winner's failure to receive notices due to a winners' spam, junk e-mail or other security settings or for the winner's' provision of incorrect or otherwise non-functioning contact information. A Participant may choose to decline a Prize if one is awarded to the Participant, if the Participant so advises the Bank during the phone call when the Participant is notified of winning a Prize.

8. **Rights Granted by the Participant:** By entering this Promotion, the Participant understands that the Bank, or anyone acting on behalf of the Bank, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, that they have the right to review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, its entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Promotion, as news, publicity or information and for trade, advertising, public relations and promotional purposes without the need for any further compensation.

9. **Disqualification:** The Bank reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion or website or violates these Rules. Winner's receipt of the prize offered in this Promotion is conditioned upon compliance with any and all applicable local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNING PARTICIPANT (AT THE BANK'S SOLE DISCRETION) WILL RESULT IN SUCH WINNING PARTICIPANT'S DISQUALIFICATION AS WINNER OF THE PROMOTION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made, the Bank reserves the right to seek damages from any such person to the fullest extent permitted by law.

10. **Release:** By entering the Promotion, the Participant agree to release and hold harmless the Bank and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur,

directly or indirectly, whether caused by negligence or not, from (i) such Participant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorised human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. **Disclaimer:** THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INC., INSTAGRAM OR ANY OTHER media outlet that promotes this Promotion.
12. **Privacy Policy:** Subject to the rights granted by the Participant within clause 8 of these Rules, information submitted with an entry is subject to the Privacy Policy stated on the Bank's, website, Facebook and Instagram sites. The Bank reserves the right to alter any rules of any giveaway, including this Promotion at any time.
13. **Governing Law Disputes:** THIS PROMOTION IS GOVERNED BY THE LAWS OF the Cayman Islands. As a condition of participating in this Promotion, the Participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the Cayman Islands having jurisdiction. Further, in any such dispute, under no circumstances will a Participant be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion).