



## MONEY MAKING MACHINE SWEEPSTAKES 4-19-2021 OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES (DEFINED BELOW). A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. BY ENTERING THE SWEEPSTAKES YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

Money Making Machine Sweepstakes (“Sweepstakes”) is sponsored by Zero Financial, Inc., d/b/a Level, P.O. Box 7775 PMB 46106, San Francisco, California 94120-7775 (“Sponsor” or “Level”).

- 1. Eligibility:** The Sweepstakes is open only to legal residents of any of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age and the age of majority in their state of residence on the date of entry and who have a Level Bank Account (can be opened 30 days after you are notified of winning a Prize).
- 2. Sweepstakes Period:** The “Sweepstakes Period” begins at 12:00:00 AM am Pacific Time (“PT”) on [4-19-2021](#) and ends at 11:59:59 PM PT on [4-19-2021](#).
- 3. How to Enter:** You can participate in this Sweepstakes by one of two ways:

**Automatic Entry:** If you have an existing Level Bank Account (“Account”) with Plus or Premium Membership, you will earn a Spin each time you make a Qualifying Action on your Account. You may earn up to 10 Spins per day for each Qualifying Action. A Qualifying Action is any ACH credit posted to your Account of \$1.00 or more. You can learn more about Plus or Premium Membership in the [Level Bank Account Agreement](#). If you have an Account with Plus or Premium Membership and don’t make a Qualifying Action, you may enter into the Sweepstakes by sending postcard(s). See instructions for [Mail-in Entry](#) below.

**Mail-in Entry:** If you don’t have an existing Account with Plus or Premium Membership, you may send a postcard. Your postcard Entry must be at least 3.5 inches high by 5 inches long and 0.007 inches thick and no more than 4.25 inches high by 6 inches long and 0.016 inches thick. Please send your postcard Entry to: Money Making Machine Sweepstakes, c/o Level, P.O. Box 7775 PMB 46106, San Francisco, California 94120-7775. In order for it to be a valid entry, you may send up to ten postcard Entries per daily Sweepstakes. On your postcard, you must **hand-print** the words “Money Making Machine Sweepstakes” along with your full legal name, full U.S. residential address, and e-mail address.

You may earn up to 10 Spins per Sweepstakes regardless of the Entry method.

Level may disqualify any Entry if it does not comply with any of the above requirements. Level reserves the right to disqualify any Entry, in its opinion that violates these Official Rules, the Level [Terms of Use](#) and/or [Privacy Policy](#). For purposes of this Sweepstakes, only Entries that are recorded through Level’s servers will be considered. Attempts made by an individual to submit Entries in violation of these Official Rules by using multiple or false contact information or otherwise may be disqualified. Entries that are generated by a macro, bot, or other automated means will not be accepted and will be void. Entries made by any other individual or any entity or group, or originating at any website other than as set forth specifically above, including, without limitation, through commercial sweepstakes subscription notification or entering services, will be declared invalid and disqualified for this Sweepstakes. Except as otherwise contemplated in these Official Rules, Level will use personal information

collected in connection with the Sweepstakes in accordance with its online Privacy Policy, located at <https://levelbank.com/privacy-policy>.

By entering, you also agree to allow Level to use and disclose your name to release a Winner's List and other promotional purposes for up to a year from the Sweepstakes Period or until you notify us to withdraw your consent.

4. **Spins and Prizes:** Every valid Entry in the Sweepstakes will earn a Spin on the Money Making Machine. If you have an Account with Plus or Premium membership, you will be able to Spin on the Money Making Machine on the Level app. Each Spin earned will expire if not redeemed within 30 days from the date it was earned. If you do not have an Account and access to the Level app, Level will Spin the Money Making Machine on your behalf upon receiving a valid Entry. If Level spins on your behalf and you win another Spin, we will continue spinning the Money Making Machine until you win or do not win a Prize. If you earned Spin(s) through Automatic Entry and subsequently unenroll from Plus or Premium membership, you must redeem your Spin(s) before your Plus or Premium membership ends. If you do not redeem your Spin before your Plus or Premium membership ends, your Spin(s) will expire and you will not be allowed to redeem your Spin(s) through the Level app. Additionally, if your Account is voluntarily or involuntarily closed before you redeemed your Spin(s), all unredeemed Spin(s) will be null and void upon Account closure. A Prize is a dollar amount between \$1 and \$1,000. Every Spin has the following odds and potential payout.

- 1 in 4 spins will win another spin (25.00% chance)
- 1 in 25 spins will win \$1 (4.00% chance)
- 1 in 500 spins will win \$5 (0.20% chance)
- 1 in 1,000 spins will win \$10 (0.10% chance)
- 1 in 10,000 spins will win \$50 (0.01% chance)
- 1 in 100,000 spins will win \$1,000 (0.001% chance)
- 1 in 1.41 spins will win \$0 (70.69% chance)

5. **Winner Notification:** If you have an active Account with Plus or Premium membership, you will find out through the Level app whether or not your Spin resulted in a Prize. If you won, the Prize will be immediately credited to your Account. If you do not have an active Account with Plus or Premium membership, Level's Customer Support will reach out to you if your Entry resulted in a Prize. You will need to open a new Account within 30 days of being notified in order to claim your Prize.

If any Winner Notification or other Sweepstakes communication is rejected or returned as undeliverable, if a potential Winner cannot be reached after a reasonable attempt has been made by Level (as determined by Level in its sole discretion), if a Winner cannot open a Account for any reason or if the potential

Winner fails to respond to a Winner Notification within five (5) business days, the prize will be forfeited in Level's sole discretion. Level reserves the right to modify the notification procedures in connection with the selection of any alternate potential Winner. If legitimately claimed in compliance with these Official Rules, the Prize will be awarded. To claim a Prize, a Winner must follow the directions the Winner Notification.

All Prize details not specified in these Official Rules will be determined in Level's sole discretion. Level is not responsible for and will not replace any lost or stolen Prize or any Prize that is undeliverable or does not reach the Prize Winner because of incorrect or changed contact information. If the Prize Winner does not accept or use the Prize, the Prize will be forfeited and Level will have no further obligation with respect to that Prize. Level is not responsible for any inability of the Prize Winner to accept or use any Prize for any reason. No transfers or Prize substitutions will be made, except at Level's sole discretion. No more than the stated Prizes will be awarded.

6. **Licenses and Approvals:** Entrants may not submit an Entry on behalf of someone else. By submitting an Entry, Entrant represents and warrants that Entrant meets all eligibility criteria for participation in the Sweepstakes.

7. **Limitation of Liability:** The Releasees (as defined below) are not responsible or liable for any of the following: (a) stolen, lost, late, misdirected, garbled, mutilated, damaged, incomplete, inaccurate, or illegible Entries, e-mail, mail,

Sweepstakes-related correspondence or postage-due mail or any technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the mailing or transmission of notification or correspondence, the processing of Entries, the announcement of any prize or in any Sweepstakes related materials; (b) technical failures of any kind; (c) unauthorized human and/or mechanical intervention; (d) human error; (e) any error, omission, interruption, defect or delay in transmission or communication; (f) viruses or mechanical malfunctions; (g) errors, typos, or misprints in these Official Rules, in any Sweepstakes related advertisements or other materials; or (h) lost or unavailable network connections. Level is not responsible for electronic communications that are undeliverable as a result of any form of filtering or insufficient space in Entrant's e-mail account. Level is not responsible, and may disqualify Entrant, if his or her email address, telephone, or other contact information does not work or if it is changed without Entrant giving prior written notice to Level. If for any reason an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, Entrant's sole remedy is another Entry in the Sweepstakes.

AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDED OF ANY PRIZE, WHILE PREPARING FOR, PARTICIPATING IN, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE. FURTHER, THE RELEASEES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

8. **Additional Disclaimers:** Without limiting any other provision in these Official Rules, Releasees are not responsible or liable to any entrant or Prize Winner or any person claiming through such entrant or Winner for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or the Releasees' operations or activities are affected, as determined by the Level in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war, fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike labor or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.
9. **Disputes and Governing Law:** BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION THAT CANNOT BE RESOLVED BETWEEN ENTRANT AND ANY RELEASEE ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, 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; (3) 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, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

Any dispute arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of California, without reference to its conflicts of law principles and will be brought exclusively in the state and federal courts located in San Francisco, California, and each entrant accepts and submits to the personal jurisdiction of these California courts with respect to any legal actions, suits or proceedings arising from or relating to this Sweepstakes or these Official Rules.

10. **General Rules:** Level's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Level's decisions will be final in all matters relating to the Sweepstakes, Level reserves the right to restrict or void online Entries or participation from any IP address if any suspicious Entry and/or participation is detected. Level reserves the right, in its sole discretion, to void Entries of any Entrants who Level believes has attempted to tamper with or impair the administration, security, fairness or proper play of the Sweepstakes. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes- related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Level's sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If Level determines at any time in its sole discretion that Entrant is disqualified, ineligible, or in violation of these Official Rules, or engaging in behavior that Level deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Level reserves the right in its sole discretion to disqualify an Entry or Entrant. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If the Sweepstakes is not capable of running as planned for any reason, Level reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Level. In the event of a dispute concerning who submitted an Entry, the Entry may be disqualified and any potential Prize won will be forfeited in Level's sole discretion. If a dispute cannot be resolved to Level's satisfaction, the Entry and individual(s) may be deemed ineligible in Level's sole discretion. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, LEVEL MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT.
11. **Official Rules and Winner List:** For a copy of these Official Rules or to learn who won, send a request to Money Making Making Sweepstakes [4-19-2021](#), ATTN: Official Rules (or "Winners' List") Request, P.O. Box 7775 PMB 46106, San Francisco, California 94120-7775. Official Rules requests must be received no later than one month after the end of the Sweepstakes Period and Winner's List requests must be received within three (3) months of the end of the Sweepstakes Period.