

# Old Glory Bank

## John Rich Autographed Hat & \$250 Home Loan Referral Program

### Terms and Conditions for Campaign

Effective 6/17/24

#### **HOME LOAN REFERRAL CAMPAIGN:**

Under this campaign, each Eligible Referring Person (defined below) will receive (i) an autographed John Rich Old Glory Bank Hat (the “Hat”), and (ii) a \$250 bonus (the “Bonus”), if the Eligible Referring Person refers a Qualifying New Home Loan (as defined below) that closes by September 30, 2024.

The borrower of the Qualifying New Home Loan must identify the name and e-mail of the Eligible Referring Person when first contacting Old Glory Bank to inquire about a Home Loan from Old Glory Bank. The online inquiry form for Home Loans from Old Glory Bank will have a field to insert the name and e-mail address of the Eligible Referring Person. Old Glory Bank will have the sole discretion to determine if the Eligible Referring Person was properly identified by the applicable borrower.

The borrower must “close” on the Home Loan by Old Glory Bank by close of business on September 30, 2024.

#### **ELIGIBLE REFERRING PERSON:**

An individual who refers a potential borrower to Home Loans by Old Glory Bank, *and* such borrower closes on a Home Loan by Old Glory Bank by close of business on September 30, 2024, will be eligible (an “Eligible Referring Person”) to receive the Hat and Bonus hereunder; provided, however, the following persons can *not* be an Eligible Referring Person: (i) realtors (and their employees), (ii) title companies (and their employees), (iii) other services providers associated with the mortgage industry (and their employees), and/or (iv) anyone prohibited under law from receiving the Hat or Bonus.

An Eligible Referring Person must be at least 18 years of age, a legal US Resident, and otherwise legally eligible to receive the Hat and Bonus pursuant to this campaign. Old Glory Bank will not verify receipt of the name of Eligible Referring Persons.

#### **QUALIFYING NEW HOME LOAN:**

For an Eligible Referring Person to receive the Hat and Bonus under this campaign, the referred borrower to Home Loans by Old Glory Bank, must close such loan by close of business on September 30, 2024 (a “Qualifying New Home Loan”).

**PRIVACY:**

Upon the timely consummation of a Qualifying New Home Loan, Old Glory bank will contact the Eligible Referring Person to coordinate delivery of the Hat and payment of the Bonus. Old Glory Bank will *not* use the name or e-mail of an Eligible Referring Person for any reason, other than for purposes of this campaign. All information submitted to Old Glory Bank as part of this campaign will be treated in accordance with Old Glory Bank's privacy policy located [here](#).

**TIME PERIOD:**

For an Eligible Referring Person to receive the Hat and Bonus under this campaign, the referred borrower to Home Loans by Old Glory Bank, must close a Qualifying New Home Loan by close of business on September 30, 2024. Old Glory Bank will have the sole discretion to determine if a Qualifying New Home Loan was timely closed.

**DELIVERY OF HAT AND PAYMENT OF BONUS:**

Upon the timely consummation of a Qualifying New Home Loan, in which an Eligible Referring Person is entitled to receive the Hat and Bonus, a representative of Old Glory Bank will contact the Eligible Referring Person via e-mail and arrange delivery of the Hat and payment of the Bonus. There will be no cost or expense to the Eligible Referring Persons for same.

**VALUE:**

Each Eligible Referring Person who receives a Hat and Bonus will receive value equal to \$300. Each Eligible Referring Person is responsible for all federal, state, or local taxes associated with the Hat and Bonus. Because such amount is less than \$600, Old Glory Bank will not send a 1099-MISC to such Eligible Referring Person, unless such Eligible earns at least two Hats and Bonuses. Upon such an occurrence, such Eligible Referring Person will be required to provide a TIN to receive such Hat and Bonus, and Old Glory Bank will send an appropriate 1099-MISC.

**DISQUALIFICATION:**

If an Eligible Referring Person is found to be ineligible, then such person will be disqualified from receiving the Hat and Bonus.

**CONDITIONS:**

To be eligible to receive a Hat and Bonus under this campaign, both the borrower and Eligible Referring Person agree to indemnify, defend and hold harmless Old Glory Bank and its officers, directors, employees, stockholders, representatives and agents (collectively, "Released Parties") from and against any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses arising out of or related to any statement, action or failure to act by any person during or in connection with his/her participation herein and/or any breach or alleged breach of these Terms and Conditions or of any other documents required by Old Glory Bank.

EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS CAMPAIGN, INCLUDING THE HAT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**TERMINATION/SUSPENSION/MODIFICATION OF CAMPAIGN:**

If for any reason this campaign is not capable of running as planned, Old Glory Bank reserves the right in its sole discretion to terminate, modify or suspend this campaign.

**DISPUTES:**

The campaign is governed by the laws of Oklahoma, without regard to the conflicts of law provisions. All disputes, claims, or demands that relate to these Terms and Conditions will first be brought to the attention of the other party and will be resolved individually, without resorting to any form of class action. The receiving party shall have sixty (60) days from the date of such notice to remedy the described breach or violation and notify the complaining party in writing of the resolution. If the dispute, claim, or demand is not resolved to the satisfaction of the complainant within 60 days, the complainant may request an informal resolution conference (mediation), which if agreed to by the other party will be scheduled to occur within 21 days of the written response. Each party shall have the right to be represented at such a conference by counsel and will ensure that a decision-maker with full and complete authority to resolve the dispute attends the conference. Such conference will be in front of a third-party mediator chosen by the parties. If the parties do not agree to conference or are unable to resolve a dispute after such a conference, the parties agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to these Terms and Conditions will be decided by binding arbitration. All disputes between the parties, of whatsoever kind or nature arising out of these Terms and Conditions, shall be submitted to JAMS for binding arbitration under its applicable rules then in effect, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

*-End-*