

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. TIMING:** The **ACE Back to School** Sweepstakes (the “Promotion”) starts on 07/19/2021 at 12:01AM Eastern Time (“ET”) and ends on 09/02/2021 at 11:59PM ET (“Promotion Period”).

**2. ELIGIBILITY:** Promotion is only open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or the age of majority in their state of residence, whichever is older. Employees of **Populus Financial Group, Inc.** (“**Sponsor**”), their respective subsidiaries, distributors, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible. No ineligible entrant may win a prize. Sponsor Void where prohibited by law. Promotion is subject to all applicable federal, state and local laws.

**3. HOW TO ENTER:** There are two (2) ways to enter the Promotion. Regardless of method of entry, limit 1 entry per person and per email address. Entries in excess of this limit will be void and disqualified if discovered by Sponsor.

A. During the Promotion Period, visit <https://www.acecashexpress.com/back-to-school/> and follow the directions provided to complete and submit the online registration form (first name, last name, state of residence, email address, and a yes or no selection to consent to and acknowledgment of (i) official rules and legal age to enter, and (ii) marketing emails, will be collected in the form) to receive one (1) entry.

B. During the Promotion Period, mail a card or piece of paper printed with your first name, last name, date of birth, mailing address, email address, phone number (including area

code) in an envelope with proper postage affixed to: Populus Financial Group, Back to School Sweepstakes, Inc. 300 E John Carpenter Fwy Ste. 900 Irving, TX 75062.

Mail-In Entries must be postmarked during the Promotion Period and received by Sponsor no later than 09/09/2021.

Method of entry will not affect your chance to win. All entries become the property of Sponsor and will not be acknowledged or returned. Illegible or incomplete Entries are void.

**4. RANDOM DRAWING:** After the close of the Promotion Period, five (5) potential winners will be selected in a random drawing from all eligible entries. Odds of winning will depend on the number of eligible entries received. Sponsor is not obligated to award all prizes if Promotion does not receive a sufficient number of qualifying entries. In no event will Sponsor award more prizes than are specified in these Official Rules.

**5. PRIZES (5):** Five winners will each receive a Target® gift card, Approximate Retail Value ("ARV") of Prize: \$200; total ARV all Prizes: \$1,000. The value of the gift card is less any applicable activation, transaction, or maintenance fees and subject to certain fees, terms, conditions, and restrictions, which will be disclosed on the gift card. Sponsor is not responsible if the gift card is lost, stolen, destroyed, or used without permission, and the gift card will not be replaced. Target® has not sponsored this Promotion in any way. There is no cash alternative in whole or in part for the Prize, and the Prize is non-transferable and non-exchangeable. There will be no refund for unused portions of the Prize. No compensation or alternative to the Prize will be offered due to inability to attend, claim or use the Prize or due to any delay on the part of the winner(s); provided, however that Sponsor reserves the right to substitute a prize of equal or greater monetary value for any Prize. All federal, state, and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winners.

**6. WINNER NOTIFICATION:** Sponsor's decisions are final and binding on all matters relating to this Promotion. Potential winners will be notified by email only. Potential winners may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law), which must be returned within five (5) days of date appearing on prize notification. Prizes will be distributed by Populus Financial Group, Inc. to the mailing address provided. Mailing addresses of the winners will not be shared beyond the parameters of this Promotion. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by the potential winner will result in disqualification, and at Sponsor's sole discretion, the applicable prize may be awarded to an alternate. If a potential winner is an eligible minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

**7. GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Promotion; (b) to release, discharge and hold harmless Sponsor, its respective affiliates, subsidiaries, distributors, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Promotion or any Promotion-related activity or the acceptance, possession, use or misuse of the prize; and (c) to the use of his/her name, voice, performance, photograph, caption, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all medium, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees for purpose of advertising and trade, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without further notice, approval or inspection, and to execute specific consent to such use in connection with the Promotion. By

participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**8. MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, illegible, delayed, misdirected, undelivered, or garbled entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes, or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No photocopied, computer generated facsimiles, mechanically reproduced, or mass entries permitted, and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted, and any entries received by such means will be void. Persons who tamper with or abuse any aspect of the Promotion or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to terminate the Promotion (or any

portion of it ) for any reason. If Sponsor terminates the Promotion, Sponsor will pick the winner(s) in a random drawing from among all eligible, non-suspect entries received as of the termination date, or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances. Sponsor will post notice of its action on Sponsor's website. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. Sponsor reserves the right to disqualify any individual from further participation in this Promotion if Sponsor concludes, at its discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Promotion, (b) has failed to comply with or has attempted to circumvent these Official Rules, (c) has committed fraud or attempted to undermine the legitimate operation of the Promotion, or (d) has acted toward Sponsor, any Sponsor affiliates, or any other entrant in an unfair, inequitable, annoying, threatening, disruptive or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. In the event Sponsor or Administrator is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's and/or Administrator's control (each a "**Force Majeure**" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion or prize. Released Parties make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof) and disclaim any implied warranty. Without limiting the generality of the foregoing, entrants agree that the Released Parties Sponsor's or any other Released Party's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**9. ARBITRATION:** EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, PARTICIPANT (OR PARTICIPANT'S PARENT OR LEGAL GUARDIAN, IF A MINOR) AGREES THAT (1) ANY AND ALL DISPUTES 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 FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD AT THE AAA REGIONAL OFFICE NEAREST THE PARTICIPANT; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION), AND PARTICIPANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**10. CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in

connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of **Texas**, USA, which excludes the conflict of laws, principles, and rules thereof.

All third-party trademarks belong to their respective owners.

The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Promotion or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with Promotion advertisements or the Promotion.

**Sponsor: Populus Financial Group, Inc., 300 E. John Carpenter Fwy., Ste. 900, Irving, TX**

**75062.** Sponsor reserves the right to cancel the Promotion at any time and substitute another promotion in its place.

**ADMINISTRATOR: Populus Financial Group, Inc., 300 E. John Carpenter Fwy., Ste. 900, Irving, TX  
75062**

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