



Millions messaging terms of service

Hosted on: <https://millions.app/messagingtos>

1. Millions may send you text messages concerning your account (related to usage, updates, security alerts and support requests), marketing messages (including updates about our products and services) & sweepstakes messages (monthly trivia).
2. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time, or reply with MILLIONS and we will start sending SMS messages to you again.
3. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at help@millions.app
4. Carriers are not liable for delayed or undelivered messages.
5. As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
6. If you have any questions regarding privacy, please read our privacy policy: <https://millions.app/privacy>
7. Sweepstakes rules:

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The @Millions Sweepstakes (the "Promotion") begins at 8:00:01 PM Eastern Time ("ET") on November 1, 2021 and ends at 8:59:59 PM ET on February 2, 2022 (the "Promotion Period"), once a Winner is confirmed, or at 8,000,000 entries. The Promotion contains a game of chance

(“Sweepstakes”). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States (excluding Puerto Rico) and the District of Columbia, who are 18 years of age or older as of date of entry. Employees, officers and directors of MyCard, Inc. (“Sponsor”, “Administrator”), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, “Promotion Parties”) their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these @Millions Sweepstakes Official Rules (“Official Rules”) and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

THERE ARE TWO (2) WAYS TO PARTICIPATE:

HOW TO ENTER THE PROMOTION/OBTAIN A TICKET VIA PURCHASE: To enter, visit <https://millions.app> (the “Website”) or the Millions Application (“App”) during the Promotion Period and create a Millions Visa® Card (“Card”) account if you have not done so already (required fields include Full Name, Full Mailing Address, Date of Birth, Email Address and Social Security Number or Individual Taxpayer Identification Number). Enter the Sweepstakes by making a qualifying transaction using the Card everywhere Visa debit cards are accepted and by abiding by the Millions Terms and Conditions and the agreement governing use of the Card. Each qualifying transaction will result in one (1) ticket (each a “Ticket”), which can be used to earn one (1) entry into the Sweepstakes (“Sweepstakes Entry,” “Entry,” or “Entries”).

ALTERNATE MEANS OF ENTRY (AMOE): To enter without purchase, hand-print your full name, full mailing address, email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Attn: @Millions Sweepstakes Entry, MyCard, Inc., 348 W 57TH ST # 367, New York, NY 10019. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions, or difficulties of any kind or (ii) any incorrect data contained in any Sweepstakes Entry. Mail-in entries will be accepted starting November 1, 2021 and must be postmarked no later than February 2, 2022 and received by February 6, 2022 to be eligible. All Entries become the property of Sponsor and will not be returned or acknowledged. Each AMOE entry will result in one (1) Sweepstakes Entry.

Limit of five (5) Sweepstakes Entries per person, per email address, per day throughout the Promotion Period, regardless of method of entry.

SWEEPSTAKES DRAWING/ODDS: The Sweepstakes will consist of 92 Daily Drawings (each a “Daily Drawing”). Each Daily Period will begin at 8:00 PM EST (“Daily Entry Period Start Time”) and will end at 07:59 PM EST (“Daily Entry Period End Time”), except for the Promotion start and end dates November 1, 2021 and February 2, 2022 respectively). The Daily Drawing will be conducted on the following business day (“Daily Drawing Date”). Because there is no mail on Saturdays (in some areas), Sundays and on holidays, the Administrator will complete the Daily Drawing for Friday, Saturday and Sunday winners on Monday, and Monday winners on Tuesday. If there is a holiday, that day’s Daily Drawing will occur the next business day that a Daily Drawing occurs. Entries must be received before the end of the Daily Entry Period to be eligible for the corresponding Daily Drawing. All eligible non-winning Entries from each Daily Drawing will not be rolled into the next Daily Drawing.

WINNER NOTIFICATION: The potential prize winners will be notified by email or push notification via the App within three (3) business days of winner selection or as soon as reasonably practicable. Potential winners will have ten (10) days to respond to winning notification before forfeiting their prize. Any winner of a prize package valued at \$600 or more will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to the Administrator within ten (10) days of date of issuance. Potential winner becomes the “Winner” only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.

PRIZES/PRIZE RESTRICTIONS: 5244 Promotion Prizes will be awarded during the Promotion, as outlined below:

1x \$100 daily
1x \$25 daily
5x \$5 daily
50x \$1 daily

The ARV of each Daily Prize is \$200.

The ARV of all Promotion Prizes is \$18400

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person/per household, per day. The Promotion prize will be fulfilled approximately eight (8) to ten (10) weeks after confirmation of a valid Winner and receipt of all completed documents to fulfill such Prize. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

GENERAL: Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. **CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL**

TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATIONS OF LIABILITY: The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for 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, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

RELEASES: All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with,

the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://millions.app/twitter-sweepstakes/privacy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

TAX INFORMATION: All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to any prize winner over \$600.

WINNERS LIST: To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by March 30, 2022 to: Millions Sweepstakes Winners List Request, c/o 348 WEST 57TH STREET, #367 NEW YORK NY 10019

SPONSOR: MyCard, Inc., 348 W 57TH ST # 367, New York, NY 10019
The Millions Visa® Card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. The Bancorp Bank is responsible for issuance of the Card only and not responsible for the offers or promotions of Sponsor or the Promotion Parties.

ADMINISTRATOR: MyCard, Inc., 348 W 57TH ST # 367, New York, NY 10019