FLAGSTAR "NIGHT ON THE TOWN"

OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- **1. PERIOD:** The Night on the Town sweepstakes begins at 9:00 a.m. Eastern Time (ET) on Monday, April 11, 2016 and ends at 11:59 p.m. on Friday, April 29, 2016 (the "Contest Period").
- **2. ELIGIBILITY:** The contest is open to residents of the U.S., at least 18 years of age at time of entry. The Contest is sponsored by Flagstar Bank, FSB ("Sponsor"). All employees, officers, directors and agents and their immediate families or any members of their households, regardless of relationship, of Sponsor or any advertising agency or other company involved with the design, production, execution or distribution of this Contest are ineligible to participate.
- **3. TO ENTER:** Limit one (1) entry per person and entries must be received by April 25, 2016 to be eligible to win. By entering the sweepstakes, contestants have agreed to an opt-in for periodic promotional and marketing offers from Sponsor.

Visit www.mimakeovers.com to enter and follow the Contest entry instructions.

Sponsor is not responsible for lost, late, ineligible, damaged or misdirected entries or any typographical or other errors in the entry, printing of the offer, administration of the Contest or in the announcement of the Prize (defined below). Incomplete entry forms will be considered void.

- **4. ALTERNATIVE METHOD OF ENTRY:** Print your full name, date of birth, email address, street address (including city, state and zip code) and day and evening telephone numbers on one side of a 3x5" index card; and mail it to: Flagstar Bank Attn: Holland MIM Sweepstakes, 5151 Corporate Dr., E-170-1, Troy, MI 48098.
- 5. SELECTION OF WINNER(S): The winner will be determined by random selection in Troy, Michigan on Thursday, January 28, 2016 from among all eligible entries received. Where applicable, the winner will be notified by phone or email. To be eligible to receive a Prize, the winner must comply with all terms and conditions of these Official Rules, and award of prize is contingent upon fulfilling all requirements. Prior to receiving a Prize, the winner will be required to provide tax identification number and other information reasonably necessary to enable Sponsor to fulfill any tax reporting requirements and confirm in writing in a form reasonably required by Sponsor that the winner meets the eligibility requirements of section 2, above. If the winner cannot be contacted, or fails to provide the information referred to above or provide other information that may be required by law within the required time period, the winner shall be deemed to have forfeited the Prize. In the event that the winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner by random drawing from among all remaining eligible entries received. Odds of winning depend on the total number of eligible entries received during the Promotional Period.
- **6. PRIZE(S):** The Contest Prize ("Prize") is as follows:
- (1) \$100 gift card to Kirby House and (1) \$50 gift card to Goodrich Grand Haven 9.

The winner will be responsible for all federal, state and local taxes and fees and all other expenses associated with Prize receipt and/or use that are not expressly included in the Prize description, including but not limited to transportation. Sponsor is solely responsible for providing elements of Prize to the winner.

- **7. PRIZE RESTRICTIONS:** All Prizes subject to availability. No substitution or cash equivalent of prize permitted, except at sole discretion of Sponsor. Sponsor may substitute a prize of equal or greater value. Sponsor may change the number of prizes awarded in its sole discretion. No prize transfers permitted, except at Sponsor's discretion. The winner(s) are solely responsible for any expenses and any other costs not described as part of the Prize.
- **8. PUBLICITY/PRIVACY POLICY:** Except where prohibited, participation in the Contest constitutes the winners' consent to Sponsor to use his/her name, likeness, photograph, voice, opinions associated with the event, hometown and state for promotional purposes in any media without further payment or consideration. Such publicity shall be conducted in accordance with all relevant Flagstar Bank policies.
- **9. GENERAL CONDITIONS:** Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules, or in any manner which violates Flagstar Bank policy or other applicable laws, rules or regulations. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. RELEASE/LIMITS OF LIABILITY: BY ENTERING THIS CONTEST, EACH ENTRANT AND WINNER AGREES TO RELEASE, DISCHARGE, AND INDEMNIFY AND HOLD HARMLESS, FLAGSTAR BANK, AND ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION OF ANY KIND OR OTHER LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES OF ANY KIND, TO ANY PERSON RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR PARTICIPATION IN ANY CONTEST RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.
- 11. DISPUTES: Each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the courts of appropriate jurisdiction in the state of Michigan; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (iii) under no circumstances will entrants be permitted to obtain awards for and entrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- 12. SPONSOR: Flagstar Bank, FSB, 5151 Corporate Drive, Troy, MI 48098
- **13. WINNER'S LIST:** The name of the winner will be posted on www.facebook.com/flagstarbank and www.michiganmakeovers.com.