

# MoneyGram Plus Rewards<sup>™</sup> Kick-Off Promotion Sales Incentive Program Terms and Conditions

- 1. Eligibility: The Program is open to all active U.S. MoneyGram retail agents at the headquarter level ("Agents") who are in good standing and eligible to promote the MoneyGram Plus Rewards loyalty program. Agents located in Puerto Rico and the U.S. Virgin Islands are not eligible participate. MoneyGram Key Partners, including associates, affiliates, owners, directors, and employees of MoneyGram Key Partners are not eligible to participate.
- 2. Sponsor: The MoneyGram Plus Rewards Kick-Off Promotion Sales Incentive Program (the "Program") is sponsored by MoneyGram Payment Systems, Inc., and its subsidiaries (collectively, "Sponsor"). By participating in this Program, Agents accept and agree to be bound by these Terms and Conditions and the decisions of the Sponsor, which shall be final and binding on all matters. Sponsor reserves the right to verify to its satisfaction the eligibility of any Agent. Receiving a Bonus Commission is contingent upon fulfilling all requirements set forth in these Terms and Conditions. Sponsor reserves the right to modify the rules of the Program in any way at any time, subject to federal, state, and local law.
- **3. Program Period:** The Program begins on February 1, 2019 at 12:01 a.m. Central Time and ends on June 30, 2019 at 11:59 p.m. Central Time (the "Program Period").
- **4. How to Enter:** During the Program Period, all eligible MoneyGram Agents that (1) make a new enrollment into the MoneyGram Plus Rewards loyalty program ("New Enrollment") and/or (2) process and complete a MoneyGram Plus Rewards transaction (excluding refunds) ("MoneyGram Plus Rewards Transaction") will automatically be entered into the Program.

Agents must obtain affirmative consent prior to enrolling a customer in the MoneyGram Plus Rewards loyalty program. Any Agent Sponsor reasonably suspects or finds to have enrolled customers in the MoneyGram Plus Rewards loyalty program without permission will be automatically disqualified and will be subject to disciplinary action.

- 5. Disclaimer: Sponsor reserves the right, in its sole discretion, to disqualify any Agent whose owners, directors, or employees are found to be tampering with the operation of the Program; to be acting in violation of these Terms and Conditions; to be acting with intent to annoy, abuse, threaten or harass any other Agent or person; or to be enrolling customers in the MoneyGram Plus Rewards loyalty program without their consent.
- 6. Bonus Commissions and Selection of Agents: Each month during the Program Period, Sponsor will award bonus commissions ("Bonus Commissions") based on the highest average number of New Enrollments into the MoneyGram Plus Rewards loyalty program and the highest average number of MoneyGram Plus Rewards Transactions as follows:

## New Enrollments into the MoneyGram Plus Rewards Loyalty Program

In February, March, April, and May, the Agents with the first, second, and third highest average number of New Enrollments into the MoneyGram Plus Rewards loyalty program during the respective Eligible Period will receive a Bonus Commission according to the following schedule:

Eligible Period February 1 – 28, 2019	<b>Drawing Date</b> March 11, 2019	Bonus Commission First Place: \$10,000 Second Place: \$5,000 Third Place: \$1,000
March 1 – 31, 2019	April 10, 2019	First Place: \$10,000 Second Place: \$5,000 Third Place: \$1,000
April 1 – 30, 2019	May 10, 2019	First Place: \$10,000 Second Place: \$5,000 Third Place: \$1,000
May 1 – 31, 2019	June 10, 2019	First Place: \$10,000 Second Place: \$5,000 Third Place: \$1,000

#### MoneyGram Plus Rewards Transactions

In February, March, April, and May, the Agents with the first, second, and third highest average number of MoneyGram Plus Rewards Transactions made by the Agent during the respective Eligible Period will receive a Bonus Commission according to the following schedule:

Eligible Period February 1 – 28, 2019	<b>Drawing Date</b> March 11, 2019	Bonus Commission First Place: \$10,000 Second Place: \$5,000 Third Place: \$1,000
March 1 – 31, 2019	April 10, 2019	First Place: \$10,000 Second Place: \$5,000 Third Place: \$1,000
April 1 – 30, 2019	May 10, 2019	First Place: \$10,000 Second Place: \$5,000 Third Place: \$1,000
May 1 – 31, 2019	June 10, 2019	First Place: \$10,000 Second Place: \$5,000 Third Place: \$1,000

Agents may not receive the same level of Bonus Commission (First, Second, or Third Place) in the same category (New Enrollments or MoneyGram Plus Rewards Transactions) in multiple months.

### **Grand Prizes**

The Agents with the first, second and third highest average totals of New Enrollments and MoneyGram Plus Rewards Transactions, respectively, as of June 30, 2019, will receive a Bonus Commission as follows:



# MoneyGram Plus Rewards™ Kick-Off Promotion Sales Incentive Program Terms and Conditions

**New Enrollments** 

First Place: \$100,000 Second Place: \$25,000 Third Place: \$10,000

MoneyGram Plus Rewards Transactions

First Place: \$100,000 Second Place: \$25,000 Third Place: \$10,000

Calculations are measured by Sponsor based on the total of all locations affiliated with the Agent's headquarters divided by the number of all locations. All Agents who earn a Bonus Commission will be notified by email or USPS within two (2) business days of the date of selection and will be required to satisfactorily complete, sign and return to Sponsor, within five (5) days, an affidavit of eligibility and publicity and liability release (the "Release") showing compliance with these Terms and Conditions. If an Agent cannot be contacted, or fails to sign and return the Release within the required time period, the Agent forfeits the Bonus Commission. The Agent must comply with these Terms and Conditions, and receiving a Bonus Commission is contingent upon fulfilling all requirements. In the event an Agent is disqualified for any reason, Sponsor may select an alternate Agent to receive the Bonus Commission based on the next highest average number of New Enrollments and/or MoneyGram Plus Rewards Transactions.

Bonus Commissions will be paid to Agents in usual practice. Agents who earn a Bonus Commission are responsible for all federal, state, or other tax liabilities (including income taxes) arising from this event.

- 7. Release: By accepting any Bonus Commission, the Agent agrees to release and hold harmless Sponsor and its subsidiaries and affiliates, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim, liability, damages, or cause of action or actions of any kind whatsoever, including, but not limited to, personal injury, death, damage, or loss of person or property, arising out of participation in the Program or receipt or use or misuse of any Bonus Commission.
- 8. **Publicity:** Except where prohibited, acceptance of a Bonus Commission constitutes Agent's consent to Sponsor's use of the Agent's name, photograph, or location for promotional purposes in any media, worldwide, without further payment or consideration.
- 9. General Conditions: Sponsor reserves the right to cancel, replace, suspend and/or modify the Program, or any part of it, for any reason including if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any Agent it finds to be

tampering with the entry process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other Program documentation or in an unsportsmanlike or disruptive manner. Any attempt to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by an Agent, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) computer error, electronic or technical malfunctions or failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Agent's participation in the Program or receipt or use or misuse of any prize.
- 11. Disputes: Except where prohibited, Agent agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any Bonus Commission awarded shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Dallas, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event legal fees; and (3) under no circumstances may an Agent obtain awards for, and Agent hereby waives all rights to claim, indirect, 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 Terms and Conditions, or the rights and obligations of the Agent and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.
- **12. Identification of Winners and Terms and Conditions:** If you have any questions regarding this Program, please contact Sponsor at vhollins@moneygram.com.