

PAID BY TOWER - DEBIT CARD GIVEBACK

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, EXCLUDING FLORIDA AND NEW YORK, WHO ARE 18 OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Sponsor and Administrator

The Paid by Tower Debit Card Giveback (the "Promotion") is sponsored by Tower Federal Credit Union ("Tower" or "Sponsor"), 7901 Sandy Spring Road, Laurel, Maryland 20707. Realtime Media ("Administrator"), 2460 General Armistead Ave., Suite 209, West Norriton, PA 19403, will assist Sponsor with administration of the alternate method of entry ("AMOE") and the random selection of potential winners as described in these Official Rules. Sponsor retains responsibility for the Promotion, including purchase-transaction eligibility, Tower-specific winner verification, final winner confirmation, prize fulfillment, and winner-list administration. The Promotion is subject to these Official Rules and all applicable federal, state, and local laws.

2. Promotion Period

The Promotion begins at 12:00:00 a.m. Eastern Time ("ET") on October 3, 2026 and ends at 11:59:59 p.m. ET on December 18, 2026 (the "Promotion Period"). Sponsor's systems and records will be the official timekeeping device for the Promotion.

3. Eligibility

The Promotion is open only to natural persons who: (a) are legal residents of the fifty (50) United States and the District of Columbia, excluding residents of Florida and New York; and (b) are eighteen (18) years of age or older at the time of entry. **VOID IN FLORIDA, NEW YORK AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

Employees of Tower or Administrator, members of Tower's Board of Directors, Tower committee members, and members of their households are not eligible to enter or win. The Promotion is void where prohibited or restricted by law.

4. Methods of Entry

A. Automatic Entry Through an Eligible Debit Card Purchase

During the Promotion Period, an eligible individual who is a Tower member in Good Standing and makes a Qualifying Transaction using an eligible Tower Mastercard® debit card will automatically receive one entry associated with that Qualifying Transaction in the drawing for the Weekly Entry Period in which the transaction settles and posts to the associated Tower checking account. No separate registration is required. Each Qualifying Transaction constitutes one purchase-generated entry.

Good Standing — Purchase-Based Entries and Prizes. For purposes of purchase-generated entries and purchase-based prizes, a Tower member is considered in Good Standing if the member maintains an active Tower membership and associated account relationship that is not closed, suspended, seriously delinquent, charged off, subject to collection, subject to membership expulsion or termination, or otherwise restricted in a manner that would prevent Tower from lawfully or operationally awarding the prize. Good Standing will be determined at the time of winner verification in accordance with Tower's established account-management policies.

If a Qualifying Transaction associated with a joint account is selected as a winning entry, the primary Tower member associated with the eligible checking account will be considered the potential winner, regardless of which authorized cardholder initiated the transaction.

B. Alternate Method of Entry (AMOE) — No Purchase Necessary

An eligible individual may enter without making a purchase by legibly hand-printing all of the following information on a plain 3-inch by 5-inch card or paper: (a) full legal name; (b) complete residential mailing address, including street address, city, state, and ZIP Code (no P.O. Boxes); (c) telephone number; (d) email address; (e) the Promotion name and applicable

Weekly Entry Period by writing “Paid by Tower — Week [#]” (for example, “Paid by Tower — Week 3”); (f) the statement “I certify that I am 18 years of age or older”; and (g) the entrant’s handwritten signature (each, a “Mail-In Entry”).

The completed Mail-In Entry must be placed in a separate, hand-addressed, stamped, standard-size mailing envelope. The entrant’s full name and return address must also be handwritten on the outside of the envelope. The envelope must be mailed to: Realtime Media, Attn: Paid by Tower Promotion, 2460 General Armistead Ave., Suite 209, West Norriton, PA 19403.

Limit one (1) AMOE entry per stamped envelope. An eligible individual may submit no more than six (6) AMOE entries per Weekly Entry Period. Each AMOE entry must be mailed separately in its own stamped envelope and must independently satisfy all requirements of these Official Rules. Multiple entry cards enclosed in a single envelope will be void.

All required information on the Mail-In Entry, as well as the entrant’s name and return address on the mailing envelope, must be handwritten by the entrant. Mechanically reproduced, photocopied, computer-generated, printed, stamped, automated, duplicated, bulk-submitted, or otherwise mechanically produced entries are prohibited and will be void. Sponsor or Administrator may disqualify entries that are incomplete, illegible, altered, forged, submitted on behalf of another person, postage-due, or otherwise fail to comply with these Official Rules. Sponsor and Administrator are not responsible for lost, late, delayed, misdirected, damaged, incomplete, illegible, postage-due, or otherwise improperly submitted Mail-In Entries. All Mail-In Entries become the property of Sponsor and will not be returned or acknowledged.

Each valid AMOE entry constitutes one entry and will receive the same weighting in the applicable weekly random drawing as one entry generated by a Qualifying Transaction.

Mail-In Entry Timing. A Mail-In Entry is eligible only for the Weekly Entry Period identified on the entry and must satisfy the postmark and receipt deadlines applicable to that Weekly Entry Period. To be eligible for a particular Weekly Entry Period, a Mail-In Entry must be postmarked no later than the close date of the applicable Weekly Entry Period and received by Administrator by the applicable Receipt Deadline shown in Section 7. Valid Mail-In Entries received by the applicable deadline will be included in the same drawing pool as eligible purchase-generated entries for that Weekly Entry Period. Entries received after the applicable Receipt Deadline will not be eligible for that Weekly Entry Period or carried forward to a subsequent drawing.

5. Qualifying Transaction

A “Qualifying Transaction” is a settled debit card purchase transaction of at least \$20.00 and no more than \$400.00 that is made with an eligible Tower Mastercard® debit card, settles and posts to the associated Tower checking account during an applicable Weekly Entry Period, and is not excluded under these Official Rules or Tower’s approved transaction eligibility controls.

The settlement/posting date—not the date the transaction is initiated or authorized—determines the applicable Weekly Entry Period. Pending transactions do not qualify until they have settled and posted. The final settled/posting amount controls. Temporary authorizations, holds, or estimated amounts do not determine eligibility. For split-tender transactions, only the amount charged to the eligible Tower debit card may qualify.

6. Eligible and Excluded Transactions

The Promotion is intended to broadly include ordinary consumer debit card purchase activity while excluding cash-like transactions, money movement, gambling or speculative activity, and specified merchant categories. Mastercard merchant category coding, together with transaction identifiers and Tower/processor data, will be used to determine eligibility.

Merchant Classification. Transaction eligibility is determined based on the merchant category and transaction information available to Tower, rather than the individual items purchased. Purchases made through mobile wallets may qualify when the underlying merchant transaction is otherwise eligible; funding of digital wallets or stored-value accounts is excluded.

Excluded categories include, without limitation, cash disbursements and ATM withdrawals; quasi-cash; financial-institution and money-transfer activity; P2P and account-funding transactions; securities/brokerage activity; cryptocurrency or digital-asset purchase/funding; prediction-market activity; gambling, lottery and wagering; dedicated firearm/ammunition merchants; dedicated liquor stores and bars/nightclubs; tobacco merchants; specified adult-oriented merchants; fines and tax payments; point-of-sale cash back; buy now pay later; mortgage, loan and credit-card payments; and other transactions Tower determines are cash-equivalent, financing/payment, speculative, fraudulent, unauthorized, reversed, or inconsistent with the Promotion.

7. Weekly Entry Periods and Drawing Schedule

Each Qualifying Transaction and valid AMOE entry will be assigned to the applicable Weekly Entry Period in accordance with these Official Rules. Each Weekly Entry Period begins at 12:00:00 a.m. ET on Saturday and ends at 11:59:59 p.m. ET on Friday. AMOE entries must be postmarked no later than the Friday close of the applicable Weekly Entry Period and received by the applicable deadline shown below. Weekly drawings occur only after the applicable AMOE receipt deadline.

Week	Weekly Entry Period	AMOE Postmark By	AMOE Received By	Drawing Date on or around
1	Oct. 3–9	Fri. Oct. 9	Wed. Oct. 14	Thu. Oct. 15
2	Oct. 10–16	Fri. Oct. 16	Wed. Oct. 21	Thu. Oct. 22
3	Oct. 17–23	Fri. Oct. 23	Wed. Oct. 28	Thu. Oct. 29
4	Oct. 24–30	Fri. Oct. 30	Wed. Nov. 4	Thu. Nov. 5
5	Oct. 31–Nov. 6	Fri. Nov. 6	Thu. Nov. 12	Fri. Nov. 13
6	Nov. 7–13	Fri. Nov. 13	Wed. Nov. 18	Thu. Nov. 19
7	Nov. 14–20	Fri. Nov. 20	Wed. Nov. 25	Mon. Nov. 30
8	Nov. 21–27	Fri. Nov. 27	Wed. Dec. 2	Thu. Dec. 3
9	Nov. 28–Dec. 4	Fri. Dec. 4	Wed. Dec. 9	Thu. Dec. 10
10	Dec. 5–11	Fri. Dec. 11	Wed. Dec. 16	Thu. Dec. 17
11	Dec. 12–18	Fri. Dec. 18	Wed. Dec. 23	Mon. Dec. 28

Prize Fulfillment. Tower expects to fulfill prizes for verified winners generally within five (5) business days following the applicable drawing, subject to eligibility verification, system availability, holidays, and any additional processing reasonably required to fulfill the prize.

8. Weekly Winner Selection

For each of Weekly Entry Periods 1 through 11, Administrator will randomly select 3,500 potential winning entries from among all eligible purchase-generated and AMOE entries for the applicable Weekly Entry Period. Each eligible entry will have the same weighting in the applicable random drawing. For purchase-generated entries, Administrator will conduct the drawings using anonymized entry and person identifiers provided by Sponsor.

Final Week Adjustment. If, after determining the prize values associated with the initial Week 11 selections, the aggregate value of prizes awarded or to be awarded during the Promotion is less than \$2,500,000, Administrator will randomly select additional potential winning entries from among the remaining eligible entries for Weekly Entry Period 11. Additional potential winners will be selected, and their applicable prize values determined in accordance with these Official Rules, until the aggregate value of prizes awarded or to be awarded during the entire Promotion first equals or exceeds \$2,500,000. Any additional potential winning entries selected as part of the Final Week Adjustment will be selected using the same random selection methodology and will be subject to the same eligibility, verification, and one-prize-per-person requirements applicable to the initial Week 11 drawing.

All potential winners are subject to verification of eligibility and compliance with these Official Rules before being confirmed as winners. If a potential winner is determined to be ineligible or is disqualified, an alternate potential winner may be selected from among the remaining eligible entries for the applicable Weekly Entry Period.

9. Purchase-Based Prize

For a winning entry generated by a Qualifying Transaction, the prize is a reimbursement equal to the final settled amount of the winning Qualifying Transaction, subject to the \$20.00 minimum and \$400.00 maximum Qualifying Transaction limits.

The reimbursement will ordinarily be credited to the Tower checking account associated with the winning transaction. The account history description will identify the credit as “Paid by Tower Winner” or substantially similar language.

Prize Delivery. If the checking account associated with a winning Qualifying Transaction is closed or otherwise unavailable for credit after the winner has been verified but before the prize is paid, Tower may deliver the prize using another method determined by Tower, provided the winner otherwise remains eligible under these Official Rules.

10. AMOE Prize

If a valid AMOE entry is selected as a winning entry, Sponsor will determine the prize amount using a computerized random number generator. The AMOE prize will be not less than \$20.00 and not more than \$400.00. The random prize value will be generated after the AMOE entry is selected as a winner.

AMOE Prize Delivery. Following verification of eligibility, an AMOE prize may be delivered by mailed check, electronic gift card, or another payment method selected by Sponsor that provides the winner with the full value of the prize. Sponsor will determine the method of prize delivery based on the information available for the winner and the administrative requirements of the Promotion.

11. Prize Value and Aggregate Prize Amount

The approximate retail value ("ARV") of each individual prize will be between \$20.00 and \$400.00. For a prize associated with a Qualifying Transaction, the ARV equals the final settled amount of the winning Qualifying Transaction. For a prize associated with a winning AMOE entry, the ARV will be determined in accordance with Section 10. Prizes are non-transferable and may not be assigned or substituted by a winner. Sponsor reserves the right, where necessary and permitted by law, to substitute an alternate method of prize delivery or a prize of equal value.

Sponsor expects to award \$2,500,000 or more in aggregate prizes during the Promotion. The actual aggregate value of prizes awarded will depend on the values of the winning Qualifying Transactions and AMOE prizes determined in accordance with these Official Rules. The Final Week Adjustment described in Section 8 is intended to result in aggregate prizes of at least \$2,500,000.

12. Maximum One Prize Per Person

An eligible individual may receive no more than one (1) prize during the Promotion, regardless of the number of Tower accounts, debit cards, Qualifying Transactions, entry methods, or entries associated with that individual. Entries associated with an individual who has already received a prize are no longer eligible for subsequent drawings. For purposes of administering this limit, Sponsor may use information contained in its records or provided with an AMOE entry, including an entrant's full legal name, residential address, telephone number, email address, and other reasonably available identifying information, to identify entries associated with the same individual. For purchase-generated entries, Administrator may use anonymized person identifiers provided by Sponsor to administer the one-prize-per-person limitation without receiving the identity of the individual associated with the identifier. Sponsor may require a potential winner to provide additional information or documentation reasonably necessary to verify identity before awarding a prize. Use of different or inaccurate identifying information to circumvent the one-prize-per-person limit is prohibited and may result in disqualification.

13. Odds

The odds of winning depend on the total number of eligible purchase-generated and AMOE entries received for the applicable weekly drawing and the number of prizes available for that drawing. Each eligible entry in the applicable weekly drawing receives the same weighting for purposes of random winner selection.

14. Winner Notification and Verification

Tower will notify purchase-based winners primarily through Online Banking and/or by email using contact information in Tower's records, with Online Banking serving as the primary notification channel. The prize credit will also appear in the winner's account history with a description such as "Paid by Tower Winner." Failure to receive or view a communication does not necessarily invalidate an otherwise properly credited prize.

AMOE winners may be notified using the mailing address, email, phone number, or other contact information provided with the AMOE entry.

Potential winners remain subject to verification. Tower may require information or documentation reasonably necessary to verify identity, residency, age, eligibility, transaction or entry status, compliance with these Official Rules, or entitlement to a prize. If Sponsor requests additional information or documentation, the potential winner must provide the requested information within five (5) business days after Sponsor's request, unless Sponsor specifies a different period. Failure to timely complete verification may result in disqualification, forfeiture of the prize, and selection of an alternate winner, where applicable. For purchase-based winners whose prizes can be verified and credited without additional action, no separate claim is required. An AMOE winner or other potential winner requiring an alternate method of prize delivery must timely respond to Sponsor and complete any required verification before the prize will be fulfilled.

15. Returns, Reversals, Disputes and Adjustments

If a reimbursed transaction is later returned, reversed, refunded, charged back, disputed, determined to be unauthorized, or otherwise ceases to qualify, Tower reserves the right, to the extent permitted by law, to reverse, recover, offset, or otherwise adjust all or a portion of the promotional credit. For a partial refund, Tower may adjust the prize based on the net

eligible purchase amount. Tower's decision not to exercise this right in a particular instance does not waive its right to do so in another instance.

16. Fraud, Abuse and Manufactured Spending

Tower may disqualify any entrant, entry, transaction, or potential winner that Tower determines, in its reasonable discretion and based on available information, involves or appears to involve fraud, abuse, manipulation, manufactured spending, transaction splitting, self-payments, refund cycling, artificial transaction generation, unauthorized activity, circumvention of entry or prize limits, or other conduct inconsistent with the purpose or fair administration of the Promotion. Tower may investigate suspicious activity, withhold or delay a prize during review, void affected entries, select an alternate winner, and take other reasonable actions permitted by law.

17. General Conditions and Sponsor Authority

By participating, entrants agree to be bound by these Official Rules and by Sponsor's decisions regarding administration of the Promotion and Administrator's decisions regarding AMOE validation and random selection within its assigned administrative functions, subject to Sponsor's authority and applicable law. Sponsor reserves the right to verify eligibility and entries, interpret and apply these Official Rules, correct clerical, technical or administrative errors, and address circumstances not expressly contemplated by these Official Rules in a manner consistent with applicable law and the integrity of the Promotion.

18. Modification, Suspension or Termination

Tower reserves the right, in its sole discretion and subject to applicable law, to modify, suspend, or terminate the Promotion, in whole or in part, if Tower determines that fraud, abuse, technical failures, system malfunctions, security events, changes in law or regulatory requirements, force majeure events, business, operational, financial, reputational, or other circumstances materially affect or may affect Tower's ability to administer the Promotion as intended or otherwise warrant modification, suspension, or termination of the Promotion.

In the event of modification, suspension, or termination, Tower reserves the right, subject to applicable law, to determine the appropriate treatment of eligible entries received prior to the effective date of such action. Tower will provide notice of any material change in a manner it determines appropriate under the circumstances.

19. Privacy and Publicity

Information collected in connection with the Promotion may be used by Sponsor and, as applicable, Administrator solely as reasonably necessary to administer the Promotion, process and validate entries, conduct drawings, verify identity and eligibility, notify potential winners, fulfill prizes, prevent or investigate fraud or abuse, maintain required Promotion records, and comply with applicable law. Administrator will receive personal information directly from individuals who enter through the AMOE and may provide such information to Sponsor as reasonably necessary for Promotion administration, winner verification, notification, and prize fulfillment.

For purchase-generated entries, Sponsor will not provide Administrator with member names, account numbers, card numbers, transaction details, merchant information, or other personally identifiable financial information for purposes of conducting the drawings. Purchase-generated entries provided to Administrator for winner selection will be identified using anonymized entry and person identifiers, together with other non-identifying information reasonably necessary to administer the drawing and the one-prize-per-person limitation.

Information will otherwise be handled in accordance with applicable privacy policies and notices. Entry information will not be used for unrelated marketing solely by reason of participation in the Promotion, unless otherwise permitted by applicable law or the entrant has separately consented to such use.

By accepting a prize, where permitted by law, a winner agrees that Tower may identify the winner in connection with Promotion-related communications using the winner's first name, last initial, and prize amount, including through Tower's website, digital banking channels, email, social media, branch communications, and other promotional or member communications, without additional compensation.

20. Release, Limitation of Liability and Technical Issues

To the fullest extent permitted by applicable law, by participating in the Promotion, each entrant agrees to release and hold harmless Sponsor, Administrator, and their respective directors, officers, employees, agents, service providers, and representatives from claims, losses, liabilities, damages, costs, or expenses arising out of or relating to participation in the

Promotion or the acceptance, receipt, possession, use, or misuse of any prize, except to the extent such release is prohibited by law. Sponsor and Administrator are not responsible for lost, late, incomplete, misdirected, delayed, corrupted, or otherwise defective entries or transactions; network, telecommunications, processor, payment-network, digital-banking, hardware, software, or system failures; incorrect or unavailable merchant-category or transaction data; notification failures; unauthorized intervention; or other technical or administrative errors that may affect entry, selection, verification, notification, or prize fulfillment, except where responsibility cannot be disclaimed under applicable law. Nothing in these Official Rules limits any rights or remedies that cannot lawfully be waived or limited.

21. Taxes

Any federal, state, or local tax liability associated with a prize is the sole responsibility of the winner. Sponsor will report prizes or provide tax documentation to the extent required by applicable law.

22. Governing Law and Disputes

This Promotion is governed by the laws of the State of Maryland. Any disputes arising out of or relating to this Promotion shall be resolved exclusively in the state or federal courts located in Maryland closest to Sponsor's home office. Entrants waive any right to pursue any class action or other class-based claims.

23. Winner List

For a list of winners who received prizes with a value greater than \$100, send a written request to:

Tower Federal Credit Union
Attn: Marketing: Paid by Tower – Winner List
7901 Sandy Spring Road
Laurel, MD 20707

Requests must be received by February 16, 2027. The winner list will identify each applicable winner by first name, last initial, and prize amount.

24. Mastercard Disclaimer

Mastercard® is not a sponsor of, affiliated with, or otherwise associated with the Paid by Tower Promotion. Mastercard® is not responsible for the administration of the Promotion or the selection or notification of winners.