

Official Rules Illinois National Bank "All in One Place- Small Business FinanceWorks" Sweepstakes ("Sweepstakes")

NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Sweepstakes is open to Illinois National Bank ("Sponsor") Internet Banking Users who use Small Business FinanceWorks and who are legal residents of Illinois and 18 years of age or older at the time of entry. Illinois National Bank, Digital Insight Corporation, their parent companies, subsidiaries, affiliates, prize suppliers and advertising and promotion agencies, including Marden-Kane, Inc. ("Administrator"), and each of their company officers, directors, shareholders (collectively "Released Parties"), and the immediate family members (spouse and parents, children and siblings, and their respective spouses regardless of where they live), individuals living in the households of the above (whether related or not), estate and trust accounts, escrow accounts, are not eligible to enter or win a prize. Entrants, by participating in the Sweepstakes, agree to be bound by these Official Rules and the Sponsor's decisions. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

2. To Enter: Sweepstakes begins at 12:01 a.m. Central Time ("CT") on September 21, 2009 and ends at 11:59:59 p.m. CT on December 31, 2009 (the "Promotional Period").

Automatic Entry: Each Online Banking user will automatically receive **[1]** one (1) entry in the Sweepstakes for enrolling the account in Billing Manager; and **[2]** one (1) entry in the Sweepstakes for enrolling the account in Online Payroll; and **[3]** one (1) entry in the Sweepstakes for enrolling the account in Merchant Services. All transactions must be completed no later than 11:59:59 p.m. CT on December 31, 2009. User can receive a maximum of three (3) automatic entries.

Additional Entry: Each user can receive **[1]** one (1) entry in the Sweepstakes for completing an Invoice transaction by sending an invoice to a customer from Billing Manager during a calendar month; and **[2]** one (1) entry in the Sweepstakes by initiating one (1) payroll run during a calendar month; and **[3]** one (1) entry in the Sweepstakes by initiating one (1) Merchant Services transaction during a calendar month. All transactions must be completed no later than 11:59:59 p.m. CT on December 31, 2009. User can receive a maximum of three (3) additional entries for each month of the promotion.

Alternate Means of Entry: To enter the Sweepstakes without an Illinois National Bank account with or without use of Billing Manager, Merchant Services and/or Online Payroll from Illinois National Bank Internet Banking Web site, send a 3" x 5" card hand printed with your name, title, company name, complete address and work telephone number and mail in a #10 envelope, hand-printed to: All in One Place Small Business FinanceWorks Sweepstakes, P.O. Box 4313, Manhasset, NY 11030-4313. Each entry must be mailed separately. No mechanical reproductions permitted. All mail-in entries must be postmarked no later than December 31, 2009 and received by January 8, 2010.

Regardless of the method of entry, only six (6) entries per company/individual for the entire Promotion Period will be allowed.

All entries become the property of Illinois National Bank and will not be returned or acknowledged, and except as otherwise provided herein, the names collected from the entrants will be used only for the purpose to notify the winners, and will not be re-used, sold or shared in any manner. Once the Sweepstakes has ended and the winners have been confirmed and the prizes awarded, all information supplied by entrants will be destroyed.

3. Sweepstakes Drawing and Notification: All prizes will be awarded in the name of the company, business owner or individual winner. The potential winners will be selected on or about January 30, 2010

in a random drawing from among all eligible entries received under the direction of Marden-Kane, Inc., an independent judging organization whose decisions are final in all matters relating to the Sweepstakes. Only one prize per business person will be awarded. The potential winners will be notified by US Mail, phone and/or over-night courier, and will be required to complete and sign (by an owner or officer authorized to act on behalf of the company or corporation and who is the legal age of majority in his/her state) an Affidavit of Eligibility and Liability Release, IRS form W-9 with the companies Federal ID#, and where legal, a Publicity Release, all of which must be returned within 10 days after issuance of prize notification. If such documents are not returned properly executed within the stated time period, in the event of noncompliance with the official rules, or if a prize notification is returned as undeliverable, the prize will be forfeited and, at Sponsor's discretion, awarded to an alternate selection.

4. Sweepstakes Estimated Odds: The estimated odds of winning a prize will depend upon the total number of eligible entries received during the Promotional Period.

5. Prizes: Three [3] Grand Prizes: \$1,000 cash (awarded in the form of a check). Retail Value (RV) \$1,000 each. Total Prize Value \$3,000. All prizes will be awarded in the form of a check made payable to the individual winners. If a mail-in entry is selected as a winner, a check will be made payable to the company and/or individual named on the 3"x5" card and mailed to the attention of the person who completed the affidavit of eligibility on behalf of themselves and/or the company.

6. Prize Restrictions: No prize substitution or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. Winners are responsible for the payment of all federal, state and local taxes on the prizes and for any other expenses not specifically described above.

7. Conditions of Entry: By entering the Sweepstakes, entrants agree to be bound by these Official Rules and the use by Sponsor and its designees of their company name and logo for advertising, promotional and other purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, except where prohibited by law. Upon request, the winning companies consent to such in writing.

8. Limitation of Liability: By participating in the Sweepstakes, entrants agree to release, indemnify and hold harmless Released Parties from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting, in whole or in part, directly or indirectly, from or arising in connection with the participation in the Sweepstakes or acceptance, possession, use, misuse, or nonuse of the prize (including, without limitation, any travel or travel-related activity thereto) that may be awarded. Released Parties are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries or in any Sweepstakes related material, the announcement of the prizes; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed, illegible, or postage due entries; or for electronic, computer, or telephonic malfunction or error, entries which fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason including computer, telephone, or paper transfer or human or other error. As a condition of entering the Sweepstakes, entrant agrees that a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses, b) all causes of action arising out of or connected with this Sweepstakes or the prizes awarded, shall be resolved individually, without resort to any form of class action, and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures. Any attempts by an individual to access any web site associated with this promotion via robotic, automatic entry devices, programs such as, but not limited to, by script, macro or any other automated means, or other unauthorized entry will void all such entries by such methods. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the promotion is a violation of criminal and civil laws and should such an attempt

be made, the Sponsor reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

9. Termination of Sweepstakes: If in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise, corrupt, or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor in its sole discretion reserves the right to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing and award the prizes using all eligible non-suspect entries received as of the termination date.

10. Applicable Law: All entrants agree that the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Sponsor and/or the Administrator in connection with this Sweepstakes shall be interpreted in accordance with the laws of the State of Illinois; and that any dispute shall be resolved in either federal or state courts located in the state of Illinois without regard to its principles of conflicts of law. Jurisdiction and venue shall be solely within the State of Illinois.

11. Who Won?: For the names of the Sweepstakes winners available after January 31, 2010 send a self-addressed, stamped envelope to "All in One Place- Small Business FinanceWorks" Sweepstakes Winners, 36 Maple Place, Manhasset, NY 11030, Attn: Peggy Seeloff. The winners' names will be sent when the drawing has been conducted and the winners have been verified and notified.

12. Sponsor: Illinois National Bank, 322 E Capitol Avenue, Springfield, IL 62701. **Sweepstakes Administrator:** Marden-Kane, Inc. 36 Maple Place, Manhasset, NY 11030.

Opt-out. If you would prefer not to receive future sweepstakes mailings from us, please write to: Illinois National Bank, "All in One Place- Small Business FinanceWorks" Sweepstakes, Opt Out Service, Attn: Peggy Seeloff, 36 Maple Place, Manhasset, NY 11030.