



MutualBank

MutualBank 125th Anniversary Legal Disclosure

Please read the revised Legal Disclosures below.

Eligibility:

In order to be eligible for the BetterLife Awards Program (the "Awards Program"), nominees must be at least sixteen (16) years of age or older as of June 1, 2014 and some portion of nominee's activities must have taken place on January 1, 2013 or be ongoing ("Eligible Nominees"). BetterLife Awards Nominees may be nominated as set forth herein or chosen by MutualBank. People submitting nominations ("Nominator(s)") must be at least sixteen (16) years of age as of June 1, 2014. The Awards Program is open to Eligible Nominees who are US Citizens and residents of the following Indiana (Blackford, Delaware, Elkhart, Fulton, Grant, Hamilton, Henry, Howard, Huntington, Jay, Kosciusko, LaGrange, LaPorte, Madison, Marion, Marshall, Miami, Noble, Randolph, St. Joseph, Starke, Tipton, Wabash, Wells, Whitley) and Michigan (Berrien, Cass, St. Joseph, Van Buren) counties. Residents other than residents of the listed Indiana or Michigan counties are ineligible to enter or win. In addition to those residents other than residents of Indiana or Michigan counties listed, the Awards Program is also void in those states where the Awards Program, its mechanisms, its Terms and Conditions and/or its awards or any part(s) of them are prohibited by any applicable law, regulation, guideline or ordinance ("Voided States"). MutualBank may determine in its sole discretion at any time during the Awards Program that a state is a Voided State. At any time, at MutualBank's discretion, a Nominee may be deemed ineligible for nomination or participation in the Program, be deemed ineligible to receive a monetary prize under the Program or have the monetary prize otherwise due such person as part of the Program (if any) donated to a charitable organization selected by MutualBank in its sole discretion. Employees and immediate family members of *MutualFirst* Financial, Inc. and MutualBank and its subsidiaries and sponsors of the Awards Program as well as advertising and promotional agencies directly involved in the Awards Program (the "Awards Program Entities") are not eligible to participate in the Awards Program. *MutualFirst* Financial, Inc. and MutualBank and the sponsors of the Awards Program shall herein be collectively referred to as the "Sponsors".

Nominations

To submit your nomination for the Awards Program log on to www.mutual125.com and fill out the submission form providing all required contact information for you and your nominee. Nominations **MUST** be submitted online. Mail-in nominations will not be accepted. Nominations must be submitted on behalf of another person. Self-nominations will not be accepted. Nominations must be received no later than 11:59:59 p.m. Eastern Daylight Time on August 29, 2014. Nominations must be submitted in English only. Nominations may only be submitted in the name of a single person; group nominations are not acceptable. False or deceptive nominations or acts may render a nominee ineligible. All nominations become the property of MutualBank and will not be returned. MutualBank reserves the right to edit the nomination as it sees fit for use in publication or promotion. By submitting a nomination you agree to grant Sponsors the right without obligation, unless prohibited by law, to use the contents of your nomination, your name, voice, picture and likeness, without compensation, for the purpose of advertising and publicizing all matters related to the Awards Program and/or the Sponsors in any medium, throughout the world in perpetuity.

Privacy

Nominees may be contacted to provide additional information and have their information verified. MutualBank reserves the right to request and require additional information from nominees in order to have their nomination considered.

Judging

A panel of MutualBank employees will choose the top 125 from all Eligible Nominees and eligible individuals chosen to be profiled by MutualBank as BetterLife Award Winners ("Award Winners"). Award Winners deemed solely by MutualBank to meet the requirements set forth herein may be presented online for public viewing and some may be subject to voting for the MutualBank Better Life Awards. It is MutualBank's sole discretion which Award Winners advance to the voting phase.

The final round of judging will be done by an online viewer vote conducted on www.mutual125.com. Viewers will have the chance to vote in an online poll for the Award Winners whose accomplishment, impact and story best exemplifies a MutualBank BetterLife Award. The Award Winner who collects the most votes will be the potential winner (the "Winner"). The Winner will be announced at the Awards Ceremony.

Please note that even if an Award Winner may appear to be a leader or Winner online during the online voting, that Award Winner has not yet been declared the Winner. MutualBank shall declare all official finalists from the group of Award Winners. A MutualBank Review Panel ("Panel") will select seventeen potential finalists (the "Finalists") and an alternate from the group of Award Winners. Online voting, geographic location and nomination entry will all be considered by the Panel as criteria for selecting the seventeen Finalists. All Finalists are subject to verification by MutualBank and must meet all eligibility requirements including the execution and return of all necessary releases, or they may be disqualified. The decisions of

the Panel will be final and binding. If more than one nomination is received for a particular Eligible Nominee, MutualBank, in its sole discretion may consider any of the nominations for that individual in its judging. Whether a nominator is identified and which nominator is identified, if there are multiple nominations for one individual, is in the sole discretion of MutualBank. MutualBank is not bound by any voting or judging mechanism set forth herein as it maintains sole discretion to name Finalists and Winners and provide awards.

Notification and Publication

Some nominees may be notified by phone, email, or postal service and may be required to submit additional information. At the sole discretion of MutualBank, Finalists may be asked to attend the awards ceremony ("Awards Ceremony"). Compensation will not be provided for any portion of travel to and from the awards ceremony. A Finalist may be disqualified at MutualBank's discretion if he/she chooses not to or is unable to attend the Awards Ceremony.

Finalists and any BetterLife Awards Winners and Nominations to be featured online or in any media campaign may be required to sign an affidavit verifying their eligibility in this Awards Program including, but not limited to, liability releases, tax acknowledgment forms and, except where prohibited by law, use of name and likeness releases ("Release Documents") and return such documents within seven (7) days of issuance of notification. Execution of the Release Documents will grant Sponsors the right, unless prohibited by law, to use the individuals' names, voices, likenesses, and any of the material provided by them or about them without compensation, for the purpose of advertising and publicizing the services of the Sponsors, all matters related to the Awards Program and the Awards Ceremony in any medium, throughout the world in perpetuity. Notification and/or the featuring of a Hero in no way conveys that a particular BetterLife Nominee has or will be selected as a Winner. If at any point a BetterLife Nominee becomes ineligible, chooses not to participate in the Awards Program or is disqualified for any reason, MutualBank reserves the right to select an alternate MutualBank BetterLife Award Winner or Finalist.

Awards

1. 125 Finalists: Each Finalist will receive One Hundred Twenty-five Dollars (\$125.00)
2. 1 Grand Prize Winner: The Grand Prize Winner will choose a non-profit (501 (c) (3)) organization to receive a Twelve Thousand Five Hundred Dollar (\$12,500.00) donation. He/she will also be invited to our Awards Ceremony to receive a commemorative plaque and be honored by MutualBank.
3. 4 Platinum Winners*: The Platinum Winners will choose a non-profit (501 (c) (3)) organization to receive a Five Thousand Dollar (\$5,000.00) donation. He/she will also be invited to our Awards Ceremony to receive a commemorative plaque and be honored by MutualBank.
4. 4 Gold Winners*: The Gold Winners will choose a non-profit (501 (c) (3)) organization to receive a One Thousand Two Hundred Fifty Dollar (\$1,250.00) donation. He/she will also be invited to our Awards Ceremony to receive a commemorative plaque and be honored by MutualBank.

5. 4 Silver Winners*: The Silver Winners will choose a non-profit (501 (c) (3)) organization to receive a Five Hundred Dollar (\$500.00) donation. He/she will also be invited to our Awards Ceremony to receive a commemorative plaque and be honored by MutualBank.
6. 4 Bronze Winners*: The Bronze Winners will choose a non-profit (501 (c) (3)) organization to receive a Two Hundred Fifty Dollar (\$250.00) donation. He/she will also be invited to our Awards Ceremony to receive a commemorative plaque and be honored by MutualBank.

*One winner from each of our four regions will be chosen for Platinum, Gold, Silver and Bronze. Our regions are comprised of:

1. Blackford/Delaware/Hamilton/Henry/Jay/Madison/ Marion/Montgomery/Randolph Counties,
2. Grant/Howard/Huntington/Miami/Tipton/Wabash/Wells Counties,
3. Elkhart/Fulton/Kosciusko/LaGrange/Noble/Whitley Counties,
4. IN -LaPorte/Marshall/St. Joseph/Starke/, MI -Berrien/Cass/St. Joseph/Van Buren

Taxes

Finalists and Winner are responsible for the reporting and payment of all taxes as well as any other costs and expenses associated with acceptance and use of an award not specified herein as being awarded. A Finalist or Winner who is a United States citizen or resident must properly complete Internal Revenue Service (IRS) Form W-9 and provide to MutualBank prior to receiving an award. Please consult your tax advisor regarding the taxation of your award since special rules may apply.

General

If, for any reason, the Awards Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Awards Program, MutualBank reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Awards Program. Sponsors assume no responsibility for any error, omissions, interruption, deletion, defect or delay in operation with transmission, communications, line failure, theft or destruction or unauthorized access to or allegation of submissions. Sponsors are not responsible for any problem or technical malfunction of any telephone network or lines, computer online systems, servers, equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, phone lines, or any combination thereof, including any injury or damage to a participant's computer related to or resulting from participation in this Contest. **CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARDS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsors are not responsible for any late, lost, garbled, misdirected, incomplete, or damaged

entries; any disruptions, injuries, losses or damages caused by events beyond the control of Sponsors; or any printing or typographical errors in any materials associated with the Awards Program. The Awards Program Entities are not in any way responsible or liable for the use of the funds donated or for any damage, loss or injury (including death) resulting from participation in the Awards Program and/or acceptance and use of any awards won.