

## **SALISBURY BANK AND TRUST COMPANY HOLIDAY JARS GIFT OF GIVING STORY DRAWING**

### **OFFICIAL RULES**

**NO PURCHASE, PAYMENT, ACCOUNT, OR OBLIGATION NECESSARY TO ENTER OR WIN. PURCHASE OR MAINTENANCE OF A SALISBURY BANK PRODUCT OR SERVICE DOES NOT INCREASE YOUR ODDS OF WINNING.**

CONSUMER DISCLOSURE: You have not yet won.

**PLEASE NOTE:** We reserve the right to revise or add to these rules as necessary, please check them often. Your personal Facebook accounts should \*also\* be in proper standing with Facebook's Terms of Use. Salisbury Bank and Trust Company (Administrators or Moderators) are not a part of Facebook's Staff or Administration. Facebook does not endorse, sponsor, or administer this and by participating you are not providing any information to Facebook.

**1. ELIGIBILITY:** The **SALISBURY BANK AND TRUST COMPANY HOLIDAY JARS GIFT OF GIVING STORY DRAWING** (the "Promotion") is open only to legal residents of Connecticut, Massachusetts, and New York who are 18 years of age or older as of the Promotion Start Date (as defined in Section 2 of these Official Rules). This Promotion is void where prohibited. Officers, directors, members, and employees of the Sponsor (as defined in Section 15 of these Official Rules), or any other party associated with the development or administration of this Promotion (collectively, the "Sponsor Entities"), and the immediate family (i.e. parents, children, siblings, spouse), and persons residing in the same household with such individuals, are not eligible to enter. The Promotion is subject to and governed by these Official Rules (the "Official Rules") and all applicable federal, state, and local laws.

**2. PROMOTION TIMING:** The Promotion begins at 8:30 a.m. Eastern Time on November 25, 2019 (the "Promotion Start Date") and ends at 5:00 p.m. Eastern Time on December 31, 2019 (the "Promotion End Date"). The period of time commencing on the Promotion Start Date and ending on the Promotion End Date is the "Promotional Period". There will be one drawing at the end of the Promotional Period to determine the winner in accordance with Section 4 of these Official Rules (referred to herein individually as a "Winner"). There will be one Winner of this Promotion.

**3. HOW TO ENTER:** There are two (3) ways to enter the Promotion:

1) *Email Method of Entry:* You may enter the Promotion by sending an email to [marketing@salisburybank.com](mailto:marketing@salisburybank.com) and telling us how you "gifted it forward" using the holiday jar you found. Email must be received by the Promotion End Date.

2) *Website Method of Entry:* You may enter the Promotion by submitting a completed entry form at the Sponsor's website, [www.giving.salisburybank.info](http://www.giving.salisburybank.info) by the Promotion End Date.

3) *Alternative Method of Entry (Mail-In Entry):* You may enter the Promotion by hand-printing your name, street address and/or PO Box, city, state, ZIP code, email address, and daytime and evening telephone numbers (including area code) on a 3" x 5" card, and mail, postage prepaid, to: Salisbury Bank, Marketing Department, PO Box 1868, Lakeville, CT 06039. Mail-in entries must be received by the Sponsor by the Promotion End Date to be considered eligible.

You are limited to one (1) entry per person, regardless of your method of entry. All entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery.

**4. DETERMINATION OF WINNER:** One (1) potential winner of the Prize (as defined in Section 6 of these Official Rules) for the Promotion will be selected in a random drawing from all eligible entries within one (1) business day after the Promotion End Date (the date on which the random drawing occurs is the "Drawing Date"). The potential Prize winner is referred to herein individually as a "potential winner". The random drawing will be conducted by the Sponsor, whose decisions are final and binding on matters relating to this Promotion. You do not need to be present to win. The potential winner will be sent a "Prize Notification" by U.S. Mail and/or telephone/email within five (5) business days of the Drawing Date. The Prize Notification will inform the potential winner whether s/he has been selected to win the Prize. If a potential winner cannot be contacted or does not respond within thirty (30) calendar days from the date that the Sponsor first tries to notify him/her, and/or the Prize Notification is returned as undeliverable, that potential winner forfeits all rights to win the Promotion and receive the Prize (as defined in Section 6 of these Official Rules) to be awarded to him/her as indicated on the Prize Notification and an alternate potential winner for that Prize will be selected in a subsequent random drawing. Once a potential winner has received a Prize Notification from the Sponsor s/he will be required to execute and return (a) an Affidavit of Eligibility and Liability Release, (b) a Publicity Release (where legal), and (c) state and/or federal tax forms (to the extent necessary). These materials must be received by the Sponsor within thirty (30) calendar days from the issuance of the Prize Notification or that potential winner will be disqualified and an alternate potential winner will be selected in a subsequent random drawing. If the potential winner completes these requirements then s/he will be deemed the "Prize Winner" of the Promotion as indicated on his/her Prize Notification. Non-compliance within these requirements, time frame and/or with these Official Rules will result in the potential winner's

disqualification and, at Sponsor's discretion; the Prize indicated on the potential winner's Prize Notification may be awarded to an alternate potential winner selected at random by the Sponsor in a subsequent random drawing.

**5. ODDS:** The estimated odds of winning the Promotion depends on the number of eligible entries received.

**6. PRIZE:** A total of one (1) prize (individually referred to as a "Prize") will be awarded. One (1) Prize Winner will receive a \$250 donation to the charity of their choice. Charity of choice must be a qualifying local 501 (c)(3) non-profit organization that serves and has an office in one of the following counties: Litchfield, CT, Berkshire, MA, Dutchess, Orange, and Ulster, NY. In order to receive the \$250 donation, the qualifying charity must authorize the use, without additional compensation, of its name, photograph, and a description of its services for promotional and/or advertising purposes in any manner and in any medium which Salisbury Bank and Trust Company may deem appropriate. Winning charity will be required to furnish their effective tax exempt status award letter from the Internal Revenue Service (IRS), along with any other information or documentation the Bank may deem pertinent (description of organization, list of board members, etc). In addition, the winning charity must acknowledge that the Bank may not be held liable for any loss, damages, or injury associated with accepting or using this donation.

**7. NO PRIZE TRANSFER OR SUBSTITUTION:** No substitutions, cash equivalents, or transfer of a Prize is permitted except at the sole discretion of the Sponsor, who reserves the right to substitute any Prize (or portion thereof) with one of equal or greater value, except as otherwise provided herein. Any and all other costs and expenses associated with Prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the Winner, including, without limitation, all federal, state, and local taxes.

**8. CONDITIONS OF PARTICIPATION:** By entering, all entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor and judges, which are final and binding. By entering the Promotion, each entrant releases and discharges the Sponsor and Sponsor Entities from any and all liability whatsoever in connection with this Promotion, including (without limitation) legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity, defamation, or portrayal in a false light (collectively, "Claims")). Except where prohibited: (a) acceptance of a Prize constitutes the consent of the Winner, without further compensation, to use the name and likeness of such Winner for editorial, advertising and publicity purposes by the Sponsor, Sponsor Entities and/or others authorized by the Sponsor; (b) acceptance of a Prize constitutes a release by the Winner of the Sponsor and Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse or possession of the Prize and (c) any potential winner may be required to sign those documents specified in Section 4 prior to being named a Winner of the Promotion.

**9. DISCLAIMERS:** (i) Any entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason will not be eligible. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process. (iii) Sponsor further reserves the right to cancel, terminate, or modify the Promotion if it is not capable of completion as planned, including by reason of tampering, unauthorized intervention, force majeure, or technical failures of any sort. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award the Prize in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation. (iv) Sponsor and Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution, or production errors, and may modify or cancel this Promotion based upon such error at its sole discretion without liability. (v) SPONSOR AND SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PRIZE OR ANY COMPONENT OF THE PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**10. USE OF ENTRANT INFORMATION:** Sponsor will collect entry information from the entrants solely for the purpose of administering the Promotion and to provide Prize Notifications to the potential winners. Sponsor will not share this information with any third party, except as necessary for the administration of the Promotion.

**11. SOCIAL MEDIA:** The Sponsor may promote the Promotion on various social media platforms including (but not limited to) Facebook, Google + or Twitter (each such site a "Social Media Site"). This Promotion is not in any way sponsored, endorsed, administered, or associated with any Social Media Site. By entering the Promotion, you release each Social Media Site and its affiliates from any and all liability associated with, in respect to or in any way arising from the Promotion. Any information that you "post" or otherwise make available on a Social Media Site in connection with this Promotion is received by the Sponsor and not by any Social Media Site. You agree that when using a Social Media Site in connection with the Promotion that you will abide by any and all terms of usage of such Social Media Site and these Official Rules. Any questions or inquiries regarding the Promotion should be directed to the Sponsor and not the Social Media Site.

**12. DISPUTES:** Except where prohibited, all issues/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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or

conflict of law rules (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut. Jurisdiction and venue shall be solely within the State of Connecticut.

**13. REVISION OF OFFICIAL RULES, SEVERABILITY, AND WAIVER:** Sponsor reserves the right to modify or amend these Official Rules at any time and without notice. Please visit [www.salisburybank.com/holidayjars](http://www.salisburybank.com/holidayjars) to review the most current version of these Official Rules. If any provision of these Official Rules is determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of these Official Rules shall continue intact. No deviation by the Sponsor from these Official Rules shall constitute a waiver of any right of the Sponsor and the failure of the Sponsor to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such right on any future occasion.

**14. WINNERS' NAMES:** For the name of the Winner and the Prize received (along with their estimated values), mail a self-addressed stamped envelope, to: Salisbury Bank and Trust Company, PO Box 1868, Lakeville, CT 06039. The Sponsor will provide you with the name and town of residence for each Winner who received a Prize, along with a description of the Prize received by each Winner and estimated value of the Prize, as may be required by applicable law.

**15. SPONSOR:** This Promotion is sponsored by Salisbury Bank and Trust Company, 5 Bissell Street, PO Box 1868, Lakeville, CT 06039 (the "Sponsor").