



Berkshire Bank Foundation
2015-16 Hockey4Housing – NESN Boston Bruins Broadcast Grant Program
OFFICIAL RULES

Overview

Berkshire Bank Foundation, Inc. in partnership with NESN is sponsoring this Hockey4Housing grant program in which it will award grants to 12 Habitat for Humanity regional organizations in 2016 resulting from activities taking place within the 2015 -2016 regular season games of the NHL's Boston Bruins. The promotion will run from November 1, 2015 to April 1, 2016. ("Promotion Period")

The grants will be awarded based on the total number of successful penalty kills that the Boston Bruins complete during their 2015 – 2016 regular-season games (between November 1, 2015 to and including April 1, 2016). Berkshire Bank Foundation will award \$200 to the Hockey4Housing initiative each time the Boston Bruins complete a penalty kill during the promotion period. For the purpose of this grant promotion a penalty kill is defined as a time during the game when the Bruins have fewer skaters on the ice as a result of a penalty and prevent the opposing team from scoring during that period of time. At the conclusion of the season, the total grant funds in our Hockey4Housing initiative will be distributed evenly to the following 12 Habitat chapters:

- Bennington Area Habitat for Humanity
- Rutland Region Habitat for Humanity
- Greater Springfield Habitat for Humanity
- Pioneer Valley Habitat for Humanity
- Hartford Area Habitat for Humanity
- Central Berkshire Habitat for Humanity
- Northern Berkshire Habitat for Humanity
- Habitat for Humanity of Metro-West
- Habitat for Humanity of Greater Boston
- Habitat for Humanity of Greater Lowell
- South Shore Habitat for Humanity
- Merrimack Valley Habitat for Humanity

The total amount of grant funds awarded will depend on the number of successful penalty kills during the promotion period.

GRANTS ADMINISTRATION/SPONSOR

This program is being sponsored and administered by the Berkshire Bank Foundation, Inc. (the "Sponsor"), 66 West St., Pittsfield, MA 01201, who is responsible for overseeing the awarding of the grants, and whose decisions regarding the grant program are final. All communication with respect to the Promotion, including requests to be removed from consideration, should be directed to the Sponsor at the foregoing address ATTN: Hockey4Housing Grant Promotion.

SELECTION NOTIFICATION

Berkshire Bank Foundation selected Habitat for Humanity organizations based in New England that are located in cities or towns where Berkshire Bank has an office. Following the regular season, the total grant funds will be calculated and distributed evenly to the 12 Habitat organizations listed above. Berkshire Bank Foundation may request attendance by representatives of any or all of the organizations

at public and/or media events. This may include a check presentation event and related media/publicity opportunities. Potential awardees will be initially notified of their selection to participate by phone, email or mail. Awardees will receive a grant agreement letter which will outline the conditions of the grant award as well as these official rules. The sponsor will require the agreement be signed by a duly authorized representative and returned to the Foundation to confirm their participation in this promotion.

PRIZES/VALUE OF PRIZES

The total amounts of the grant awards are unknown and based on the successful number of penalty kills by the Boston Bruins during the promotion period. The grants are not transferable and will be distributed in April 2016.

Release; Consent to Use Likeness, Voice and Address

By participating in this program awardees agree: (a) to abide by these rules and the decisions of the Sponsor, which shall be final and binding in all respects; (b) to release and hold harmless, the Sponsor, its subsidiaries and affiliates of the Sponsor and the franchisees and affiliated merchants of each of the foregoing, all prize suppliers, all agents or representatives of the foregoing, including without limitation their advertising and promotional agencies, and each of their respective officers, directors and employees (collectively, the "Released Parties") from any and all claims, liability, loss or damage whatsoever arising with respect to the Promotion or the awarding, receipt, possession and/or use or misuse of any prize and further acknowledges that none of the foregoing persons have made nor are responsible or liable for any warranty, representation or guarantee a particular purpose thereof. Prizes awarded may carry their own product warranty, for which the Released Parties have no responsibility of liability; and (c) to consent to the use of his or her name, his or her organizations name, logo, image, voice, likeness, city and state of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor and/or its advertising or promotional agencies without limitation or further notification, and without providing compensation or intellectual property rights to the Entrant, except where prohibited.

General Conditions

Awardees may be disqualified if Sponsor learns that the awardee disparages the Sponsor during or after the Promotion Period. Awardees should be aware that Sponsor retains the right to take legal action against awardees who commit libel or slander against Sponsor during or after the Promotion Period.

Awardees may also be disqualified if Sponsor learns that their federal 501(c)3 tax status changes resulting in a loss of said tax status.

The Sponsor fully reserves the right, in its sole discretion, to cancel, suspend, terminate or modify the Grant Promotion if the Grant Promotion is not capable of being completed as planned, including tampering, unauthorized intervention, force majeure or technical failures of any sort beyond the reasonable control of the Sponsor, which corrupts or impairs the administration, security, fairness or proper execution of this Promotion.

The Sponsor is not responsible for printing errors in the Promotion materials or these Official Rules and Regulations. If, due to a production or printing error or other unforeseen error, there are more awardees than grant prizes outlined, the Sponsor reserves the right to add additional awardees at their sole discretion if the awardee meets above stated selection criteria. No more than the dollar value of grant prizes listed herein will be awarded.

No correspondence will be entered into except with potential awardees.

By participating in the Promotion and voluntarily providing your information as described in these Official Rules and Regulations, you agree to the collection and use of your information by the Sponsor and its representatives, promotional agencies and marketing organization for the purpose of administering the Promotion, including without limitation contacting awardees in the respect of the Promotion and disclosing the list of winners. Your information may be used for future promotions and marketing of the Sponsor, its affiliates, representatives, and promotional agencies but will not be used for any other purpose nor will it otherwise be disclosed to third parties, unless otherwise required by law. If you would like to be excluded from all lists used by the Sponsor for any future promotions and marketing by the Sponsor, you may send a letter requesting that you be removed from such lists to the Sponsor at ATTN: Hockey4Housing Grant Promotion, PO Box 1308, Pittsfield, MA 01202-1308.

This Promotion and the terms and conditions contained in these Official Rules and Regulations shall be exclusively governed and constructed in accordance with the laws of the Commonwealth of Massachusetts and the federal laws of the United States of America applicable therein. Any and all disputes, claims and causes of action arising out of or connected with this Promotion or any grant prize awarded shall be resolved individually, without resort to any form of class action, and shall be adjudicated solely in the applicable court in Berkshire County, Massachusetts.

This Promotion is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law.

If any one or more provisions of these rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these rules.