

Berkshire Bank Military & Veteran's Suite Night Contest Official Rules

**NO PURCHASE OR ACCOUNT NECESSARY TO ENTER OR WIN.
A PURCHASE OR ACCOUNT WILL NOT INCREASE YOUR CHANCE OF WINNING.
VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

GENERAL

The Berkshire Bank Military & Veteran's Suite Night Contest (the "Giveaway") will begin on November 1, 2016, at 9:00:01 a.m. EST and will end on February 4, 2017, at 11:59:59 p.m. EST (the "Giveaway Period").

Before entering the Giveaway, each entrant must review and agree to be bound by the Giveaway's Official Rules as set out below. By entering the Giveaway, entrants accept and agree to be bound by the Official Rules, and accept the decisions of Berkshire Bank the Sponsor as final and binding in all respects.

SPONSOR

Giveaway is sponsored by Berkshire Bank (the "Sponsor") 66 West Street, 4th Floor, Pittsfield, MA 01201, and is in no way sponsored, endorsed or administered by, or associated with, the Boston Bruins, Facebook or Twitter. All communication with respect to the Giveaway, including requests to be removed from future Giveaway mailings, should be directed to the Sponsor at the foregoing address: Attn: Marketing.

ELIGIBILITY

The Giveaway is open only to Eligible Veterans (as defined herein) of the United States Military, who are legal residents of Connecticut, Massachusetts, New York or Vermont who are 21 years of age or older, or who will reach their 21st birthday no later than November 1, 2016. "Eligible Veterans" means those persons who have served for the full period in which they were called and were honorably discharged, or those that were discharged early for a service-connected disability, from the United States Navy, Army, Air Force, Marine Corps or Coast Guard (collectively, the "U.S. Military") and can present their DD-214 or NGB-22 to verify their Veteran status. An active duty member of the U.S. Military shall be deemed to be an Eligible Veteran if and only if he or she meets the definition of Eligible Veteran as of December 31, 2016.

The Giveaway is void where prohibited or restricted by law. Anyone participating in the Giveaway or claiming a prize in the Giveaway in violation of these rules is disqualified.

The Giveaway is not open to the following persons: employees, agents or representatives of the Sponsor, the subsidiaries and affiliates of the Sponsor, or employees, agents or representatives of suppliers providing prizes or other materials or services in connection with the Giveaway, including promotional agencies (collectively, the "Excluded Individuals"); immediate household family members (parent, child, sibling and spouses of each) of the Excluded Individuals; and any other persons with whom the Excluded Individuals reside.

HOW TO ENTER

Visit http://www.berkshirebank.com/about-us/in_the_community/nesn/military-veterans-suite-night to complete an entry form. To be eligible, completed entries must be received by Saturday, February 4, 2017. Entrants must provide all required information requested in the entry form in order to participate in the Giveaway. Eligible Veterans that open a Berkshire Bank eXciting Military checkingSM account during the

Giveaway Period will be entered automatically. Current customers that are eligible Veterans must complete an entry form.

DRAWING DATES/DEADLINE

Four (4) winners (each a “Winner”) will be selected in a random drawing from all eligible entries received during the Giveaway Period. The drawing will be held on or about Monday, February 13, 2017, by a representative of the Sponsor.

All entries must be received prior to the close of the Giveaway Period. Limit of one (1) entry per person during the Giveaway Period. Any person submitting more than one entry may be disqualified.

ODDS OF WINNING

Odds of winning depend upon the number of eligible entries received at the time of the drawing. All decisions made by the Sponsor regarding the Giveaway are made in the Sponsor’s sole discretion and are final in all respects.

PRIZE

Each Winner will receive two (2) tickets (each, a “Ticket”) to the Berkshire Bank and New England Sports Network All-Access Game Day Experience on March 4, 2017, at the TD Garden in Boston, Massachusetts. One Ticket must be used by the individual listed on the Winner’s entry form and the second Ticket will be for the guest of the Winner’s choice. Tickets are not transferrable. Game Day Experience includes watching the hockey game in the New England Sports Network suite and behind the scenes tour of New England Sports Network production facilities at the arena. Each Winner will also receive ground transportation from one of the following pick-up/drop-off locations: 99 North St., Pittsfield, MA 01201; 1259 East Columbus Avenue, Springfield, MA 01105; 303 Turnpike Rd., Westborough, MA 01581. Ground transportation will be shared with other Winners. The approximate retail value of each prize is \$800.

Total approximate retail value of all prizes is \$3,200. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winner is responsible for all applicable federal, state, local and other tax liabilities, including but not limited to, sales and use taxes, excise taxes, income and withholding taxes, customs duties, fees and like amounts in connection with a prize. The Sponsor is not responsible for any such taxes or expenses. The Sponsor will comply with all applicable tax information reporting laws and regulations. Winners may receive a Form 1099 from the Sponsor for federal income tax purposes.

PRIZE WINNER NOTIFICATION

The Sponsor will notify each potential Winner by telephone, e-mail or overnight letter within five (5) business days of the drawing. In the event the Sponsor is unable to contact a potential Winner despite reasonable efforts to do so, as determined in the Sponsor’s sole discretion, such potential Winner’s prize will be forfeited and an alternate Winner may be chosen by the Sponsor.

The notification will include a copy of a Release and Eligibility Agreement (the “Claim Form”), and other information required to claim the prize. All completed Claim Forms must be received by the Sponsor within five (5) business days of notification by Sponsor (“Submission Deadline”). Notification shall be deemed to occur when the e-mail notification is sent from Sponsor’s computer to the potential Winner’s e-mail address provided during the entry process or when the overnight letter is delivered to the overnight carrier. All completed Claim Forms become the property of the Sponsor. All Claim Forms will be verified by the Sponsor. In order to claim a prize, each potential Winner must complete the Claim Form which includes representations of eligibility, compliance and releases of liability, and a publicity release. Among other things, the submission of the Claim Form confirms compliance with these rules, acceptance of the prize as awarded and release of

certain parties from any losses, liabilities, damages or claims arising from or related to the prize awarded and the Giveaway itself. If a potential Winner fails to submit the Claim Form with all information required by the Submission Deadline, the Sponsor reserves the right to disqualify the potential Winner, and the Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

The Winner must prove he or she is the qualified Winner by presenting identification acceptable to the Sponsor (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification) as well as proof of his or her status as an Eligible Veteran. If a Winner cannot prove he or she is a qualified Winner, the prize will not be awarded. If a Winner declines the prize, another Winner may be selected from the eligible entries received.

CONDITIONS AND RELEASE

This Giveaway is void outside of Connecticut, Massachusetts, New York, or Vermont and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. By entering the Giveaway, entrants agree: (1) to abide by these Official Rules and the decisions of the Sponsor, which are binding and final in all respects; (2) to release and hold harmless the Sponsor, New England Sports Network, the Boston Bruins, Facebook, Twitter and their respective divisions, affiliates, parent companies, subsidiaries, advertising and promotional agencies and anyone associated with the production of this Giveaway, and their respective directors, officers, employees and agents (collectively, the "Released Parties") from any and all claims, liability, injuries, losses or damages (including attorney's fees) of any kind arising out of their participation in this Giveaway or resulting from acceptance, possession, receipt, use or misuse of prize, and entrants agree that these entities are in no matter responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, relating to the Giveaway or the awarding of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, the entrant agrees that, by entering the Giveaway, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Giveaway, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. The potential prize Winner waives the right to assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize and waives any liability or claims (including attorney's fees) which might arise from redeeming or seeking to redeem said prize. In the event of non-compliance with these Official Rules, or if prize notification is returned to Sponsor as undeliverable, if prize is refused or the prize is not accepted for any reason within five (5) business days of prize notification, the prize will be forfeited and an alternate Winner will be selected in a random drawing. Upon forfeiture, no compensation will be given. Acceptance of prize constitutes permission, use of the Winner's name, image, voice, likeness, city and state of residence and/or photographs without further consent or compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor or its advertising or promotional agencies without limitation or further notification, and without providing compensation or intellectual property rights to the Winner, except where prohibited.

WINNERS LIST

For the names of the Winners, you may send a self-addressed, stamped envelope before February 22, 2017, to the Sponsor, ATTN: Marketing, 66 West Street, 4th Floor, Pittsfield, MA 01201.

GENERAL CONDITIONS

Entries that are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way, are automatically void. The Released Parties are not responsible for the following: (a) lost, late, delayed, illegible, inaudible, stolen, damaged, altered, destroyed, mutilated, misdirected, illegal, incomplete or postage due rule

requests, entries or prize claims; (b) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software typographical, mechanical, telephonic, electronic or network relating to or in connection with this Giveaway, including, without limitation, errors which may occur in connection with the administration of the Giveaway, the processing of entries, the announcement of the prizes, or in any Giveaway-related materials; or any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Giveaway.

Entrants may be disqualified if automatic voting software is used in their favor or if Sponsor determines, in its sole discretion that said entrant tampered with the voting process or participated in, induced, or caused in any way any false, fraudulent, or improper voting, including, without limitation, participating in a voting trust, voting agreement, and/or offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to select an alternate Winner should the voting appear to have been tampered with or manipulated in any way.

Entrants may also be disqualified if Sponsor learns that the entrant disparages the Sponsor during or after the Giveaway Period. Entrants should be aware that Sponsor retains the right to take legal action against entrants who commit libel or slander against Sponsor during or after the Giveaway Period.

The Sponsor fully reserves the right, in its sole discretion, to cancel, suspend, terminate or modify the Giveaway if the Giveaway is not capable of being completed as planned, including infection by computer viruses or bugs, 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 play of this Giveaway.

The Sponsor is not responsible for printing errors in the Giveaway materials or these Official Rules. If, due to a production or printing error or other unforeseen error, there are more Winners than prizes for any level, the Sponsor reserves the right to award any remaining prizes for that level through a random drawing of all eligible Winners for that level. No more than the number of prizes listed herein will be awarded.

No correspondence will be entered into except with potential Winners.

By entering the Giveaway and voluntarily providing your personal information as described in these Official Rules, you agree to the collection and use of your personal information by the Sponsor and its representatives, promotional agencies and marketing organization for the purpose of administering the Giveaway, including without limitation contacting entrants in the respect of the Giveaway and disclosing the list of Winners. Your personal information may be used for future Giveaways 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 Giveaways and marketing by the Sponsor, you may send a letter requesting that you be removed from such lists to the Sponsor at 66 West Street, 4th Floor, Pittsfield, MA 01201, ATTN: Marketing.

This Giveaway and the terms and conditions contained in these Official Rules 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 dispute arising hereunder shall be adjudicated solely in the applicable court in Berkshire County, Massachusetts, USA.

This Giveaway 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.

FORCE MAJEURE

The failure of Sponsor to comply with any provision of these Official Rules due to an act of god, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of Sponsor or other force majeure event shall not be considered a breach of these Official Rules.