

MILITARY & VETERAN'S EXCITING REWIND PROMOTION 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 Exciting Rewind Promotion (the "Giveaway") will begin on November 1, 2016, at 9:00:01 a.m. ET and will end on March 11, 2017, at 11:59:59 p.m. ET (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 66 West Street, 4th Floor, Pittsfield, MA 01201, and New England Sports Network ("NESN"), 480 Arsenal Street, Watertown, MA 02472 (collectively, the "Sponsor"), and is in no way sponsored, endorsed or administered by, or associated with, FitBit Charge 2, 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 Active Service Members and Eligible Veterans (as defined herein) of the United States Military, who are legal residents of Connecticut, Massachusetts or Vermont who are 21 years of age or older, or who will reach their 21st birthday no later than November 1, 2016, and who have a valid email address. "Active Service Members" means any person who has served or is currently serving in the US Military: active, retired and reserved duty, and can present ID or other verification authenticating this status. "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.

To be eligible for the grand prize drawing entrants must have a qualifying mortgage with at least 12 months left on their principle ("Grand Prize Eligibility Criteria").

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 NESN.com/BerkshireBank to vote for the Exciting Rewind of the month and completely fill out the Giveaway registration form with your name, street address, TV provider, and email address. To be eligible, online entries must be received during the Giveaway Period. Entrants must provide all required information requested in the entry form in order to participate in the Giveaway.

Only one entry per person during the Giveaway Period will be accepted. No purchase or obligation necessary to enter or win the Giveaway. Void where prohibited by law. Incomplete or illegible entries are not eligible. All entries become property of the Sponsor and will not be acknowledged or returned. Duplicate entries will be disqualified. Use of automated devices is not valid for entry. Sponsor is not responsible for any computer malfunctions, website tampering or any technical difficulties that may occur.

DRAWING DATES/DEADLINE

Five monthly drawings will be conducted to randomly select one (1) winner per month from all eligible entries received before each Drawing Date (each a "Monthly Drawing"). A grand prize drawing will also be conducted to randomly select one (1) grand prize winner at the end of the contest entry period ("Grand Prize Drawing"). The drawings will take place according to the following schedule:

	Entry Period	Drawing Date
November	11/1/16 to 11/30/16	Monday, December 5, 2016
December	12/1/16 to 12/31/16	Thursday, January 5, 2017
January	1/1/16 to 1/31/17	Monday, February 6, 2017
February	2/1/16 to 2/29/17	Monday, March 6, 2017
March	3/1/16 to 3/19/17	Tuesday, March 21, 2017
Grand Prize	11/1/16 to 3/19/17	Tuesday, March 21, 2016

Entries not selected in a Monthly Drawing will be carried over to the next Entry Period and shall be eligible for the next Monthly Drawing. All entries received during the Giveaway Period that meet the Grand Prize Eligibility Criteria set forth above shall be entered in the Grand Prize Drawing.

Odds of winning depend upon the number of eligible entries received at the time of each Monthly Drawing and the Grand Prize Drawing. All decisions of Sponsor regarding the Giveaway are made in the Sponsor's sole discretion and are final in all respects.

MONTHLY PRIZES

Five (5) monthly prize winners One (1) for each Monthly Drawing) will receive a Fitbit Charge 2 courtesy of Berkshire Bank. The Fitbit Charge 2 features PurePulse Heartrate and exercise tracking, caller ID and watch, wireless synching and extended battery life. Retail value of monthly prize is \$149.95. FitBit is a trademark of FitBit, Inc. FitBit devices are given away.

GRAND PRIZE

One (1) grand prize winner will receive their mortgage paid for by Berkshire Bank (up to \$1,000 per month) for one year (12 months) from Berkshire Bank to apply to their monthly mortgage payment. Retail value of the grand prize will depend on the value of the monthly mortgage payment of the grand prize winner. Maximum value of prize will be \$12,000. Grand prize will not exceed \$12,000 in one (1) calendar year.

Total approximate retail value of all prizes is \$12,750. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winners will be responsible for all expenses not specifically included herein, including but not limited to all applicable federal, state and local taxes, withholding taxes, fees and like amounts in connection with any prize. Prize is non-transferable and no substitution by winners or cash equivalent is allowed. Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of equal or greater value. Berkshire Bank will issue an IRS 1099 tax form to the grand prize winner in March of the applicable tax year for the full retail value of the prize awarded during that tax year.

PRIZE WINNER NOTIFICATION

The potential prize winner will be notified by email on or around the Drawing Date. 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. All potential prize winners will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (the “Claim Form”) within 5 days of being notified before accepting the prize or the prize will be forfeited and awarded to an alternate winner.

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 email notification is sent from Sponsor’s computer to the potential Winner’s email 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, and Vermont and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. This Giveaway will be governed by the internal laws of the Commonwealth of Massachusetts. By entering, entrants agree to these Official Rules and the decisions of the Sponsor, which are binding and final, and release Sponsor, and their respective divisions, affiliates, parent companies, subsidiaries, advertising and promotion agencies and anyone associated with the production of this Giveaway, and their respective directors, officers, employees and agents from any and all liability for any claims, 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 and/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, to use the winner's name, photograph, likeness and/or statements attributed to winner regarding Giveaway, for advertising and publicity purposes without further compensation or consent.

INTERNET

It is the entrant's responsibility to enter in the appropriate manner. Each entrant is responsible for all costs or charges involved in accessing the NESN.com Website and warrants that the cost of accessing the site, if any, is part of a larger agreement with an Internet Service Provider or some other means, and that the cost of this access is not an incremental cost. If for any reason the Internet portion of the Giveaway 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 Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify, or suspend the Giveaway. Should the online portion of the Giveaway be terminated prior to March 19, 2016, finalists will be drawn from eligible entries received online up to the time of cancellation and eligible entries received by mail to entry end-date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft, or destruction or unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, services or providers, computer equipment, software, failure of any email or entry to be received due to technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading of any material in this Giveaway. CAUTION: Any attempt by an entrant to deliberately damage any Website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and should such an attempt be made, sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. In the event of a dispute, entries made by Internet will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

WINNER LIST

To obtain the names of the winners, mail a stamped, self-addressed envelope (to arrive by April 30, 2016) to Berkshire Bank Exciting Rewind Giveaway Winners, 480 Arsenal Street, Building #1, Watertown, MA 02472. Vermont residents may omit return postage.

PRIVACY POLICY

Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy on www.nesn.com for important information regarding the collection, use and disclosure of personal information by Sponsor including information provided by entrants in connection with this Giveaway.

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.