



**Berkshire Bank Home Equity Cash Giveaway Official Rules  
For New York & Vermont Residents**

**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 Home Equity Cash Giveaway (the "Giveaway") will begin on April 5, 2021, at 9:00:01 a.m. EST and will end on June 21, 2021, at 11:59:59 p.m. EST (the "Giveaway Period").

Before entering the Giveaway, each entrant must review and agree to be bound by these Official Rules (a copy of which is available at <http://www.berkshirebank.com/HEchallenge>). By entering the Giveaway, entrants accept and agree to be bound by the Official Rules, and accept the decisions of the Sponsor as final and binding in all respects.

**SPONSOR**

The 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, Facebook, Instagram 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 to legal residents of New York and Vermont who are 18 years of age or older at the time of entry and have a valid social security number. 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 Official Rules will be 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 (parents, children, siblings and spouses) of the Excluded Individuals; and any other persons with whom the Excluded Individuals reside, whether or not they are related.

## **HOW TO ENTER**

New and existing Berkshire Bank Home Equity Loan customers as of June 21, 2021 will be entered automatically in the Giveaway. Alternatively, during the Giveaway Period, hand write your name, address, telephone number and e-mail address on a 3”x5” post card (the “Entry Form”) and mail it to: Berkshire Bank, ATTN: Marketing Department (Home Equity Cash Giveaway), P.O. Box 1308, Pittsfield, MA 01202.

To be eligible, completed entries must be made solely by the entrant and actually received by the Sponsor no later than Monday, June 21, 2021. Entries made by any other individual or entity are not valid and will be disqualified from the Giveaway. Entrants must provide all required information on the Entry Form in order to participate in the Giveaway.

Limit of one (1) entry per household. Any person submitting more than one entry from the same address may be disqualified.

## **DRAWING DATES/DEADLINE**

Two (2) winners (each, a “Winner” and collectively, the “Winners”) 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, June 28, 2021, by a representative of the Sponsor. Prizes may not be awarded if an insufficient number of eligible entries is received, as determined by Sponsor. Decisions of the Sponsor are final and binding. Limit one (1) Winner per household.

## **ODDS OF WINNING**

Odds of winning depend upon the number of eligible entries received during Giveaway Period. Decisions of Sponsor regarding the Giveaway are final.

## **PRIZE**

Two (2) Winners will each receive a prize as provided below (the “Prize”). The Approximate Retail Value (“ARV”) of each Prize is \$1,500. The maximum total ARV of the Prizes is \$3,000. The Prize value may vary based on whether the Winners have a Home Equity loan with Berkshire Bank as of June 21, 2021, as set forth below.

If a Winner has a Home Equity loan with Berkshire Bank as of June 21, 2021, the Winner will receive their choice of one (1) of the following three (3) Prize Options:

Prize Option 1: A Winner may elect to have his or her existing Home Equity loan paid for by Berkshire Bank (up to \$1,500), with the Prize to be applied directly to the balance of the Winner's Home Equity loan. Value of Prize Option 1 will depend on the balance of the Winner's Home Equity as of June 21, 2021, with a maximum value of \$1,500. Winners with a Home Equity loan balance that is less than \$1,500 as of June 21, 2021 will not receive any cash or benefit in excess of the Winner's Home Equity loan balance. The Prize will be credited to the Winner's Home Equity by August 1, 2021.

Prize Option 2: A Winner may elect to receive a cash prize in the amount of \$1,500. This Prize will be payable by check to the Winner by August 1, 2021.

Prize Option 3: A Winner may elect to receive a deposit to his or her Berkshire Bank account in the amount of \$1,500. This Prize will be automatically deposited to the Winner's account by August 1, 2021.

If a Winner does not have a Home Equity loan with Berkshire Bank as of June 21, 2021, the Winner will receive a cash prize in the amount of \$1,500, which will be payable by check to the Winner by August 1, 2021.

The Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize. Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winners are 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. A Form 1099 may be submitted to all appropriate taxing authorities. The Prize is subject to all applicable state, local and federal tax withholdings. Lost or stolen Prizes will not be replaced.

Limit one (1) Prize per Winner.

### **PRIZE WINNER NOTIFICATION**

The Sponsor will notify each potential winner by e-mail or telephone using the address or number provided on the potential winner's Entry Form, overnight letter or an in-person visit by Sponsor representatives at the potential winner's address within five (5) business days of the drawing. Each potential winner will be required to execute and return to Sponsor a copy of a Release and Eligibility Agreement (the "Claim Form") within five (5) business days of date of issuance ("Submission Deadline") to claim a Prize. The Claim Form includes representations of

eligibility, compliance and releases of liability, and a publicity release, where permitted by law. Among other things, the submission of the Claim Form confirms compliance with these Official 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. All completed Claim Forms become the property of the Sponsor. All Claim Forms will be verified by the Sponsor.

If a Sponsor cannot contact a potential winner, a potential winner fails to submit the Claim Form with all information required by the Submission Deadline, the prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, the Sponsor reserves the right to disqualify the potential winner, which will cause the potential prize winner's prize to be forfeited, and select an alternate winner from all remaining eligible entries, and the Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

The potential 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). If a potential winner cannot prove he or she is the qualified winner, the Prize will not be awarded to him or her. If a Winner declines the Prize, another winner may be selected in a random drawing from the remaining eligible entries received.

## **CONDITIONS AND RELEASE**

This Giveaway is void outside of New York and Vermont and where prohibited or restricted by law and is 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; and (2) to release and hold harmless the Sponsor, Facebook, Instagram, 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 the Giveaway or resulting from acceptance, possession, receipt, use or misuse of a 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 as provided herein for any reason within five (5) business days of prize notification, the prize will be forfeited and an alternate winner may be selected in a random drawing. Upon forfeiture, no compensation will be given. Acceptance of prize constitutes permission to the 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**

To obtain the names of the Winners, send a self-addressed, stamped envelope before August 1, 2021 to the Sponsor, ATTN: Marketing – Home Equity Cash Giveaway Winners' List Request, 66 West Street, 4th Floor, Pittsfield, MA 01201. Vermont residents may omit return postage.

## **GENERAL CONDITIONS**

Entries or Claim Forms 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 Claim Forms; (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 Sponsor determines, in its sole discretion that said entrant tampered with the entry or selection process or participated in, induced, or caused in any way any false, fraudulent, or improper entry or selection. Sponsor reserves the right, in its sole discretion, to select an alternate winner from among all eligible entries received should the entry or selection process 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 to be awarded, the Sponsor reserves the right to award any remaining prizes through a random drawing of all eligible winners. No more than the number of prizes listed herein will be awarded.

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 organizations for the purpose of administering the Giveaway, including without limitation contacting entrants in the respect of the Giveaway and disclosing the list of winners. You also agree that your personal information may also be used in connection with Sponsor's future promotions, as well as the marketing of the Sponsor, its affiliates, representatives, and promotional agencies, but it 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 66 West Street, 4<sup>th</sup> 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 Official 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 Official Rules.

#### **FORCE MAJEURE**

The failure of Sponsor to comply with any provision of these Official Rules due to an act of god, hurricane, epidemic, pandemic, 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.