



**Berkshire Bank Derrick White Signed Items
Giveaway Official Rules**

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

GENERAL

The Berkshire Bank Derrick White Signed Items Giveaway (the "Promotion") will begin on August 1, 2025, at 9:00:01 a.m. Eastern Standard Time ("EST") and will end on December 1, 2025, at 11:59:59 p.m. EST (the "Promotion Period").

Before entering the Promotion, each entrant must review and agree to be bound by these Official Rules (a copy of which is available at BerkshireBank.com/DWhite, which are a binding contract between you and Berkshire Bank. By entering the Promotion, entrants accept and agree to be bound by the Official Rules and accept the decisions of the Sponsor (defined below) as final and binding in all respects.

SPONSOR

The Promotion is sponsored by Berkshire Bank (the "Sponsor"), 66 West Street, 4th Floor, Pittsfield, MA 01201. All communications with respect to the Promotion, including requests to be removed from future Promotion mailings, should be directed to the Sponsor at the foregoing address: Attn: Marketing. Sponsor's clock is the official timekeeping device for the Promotion.

ELIGIBILITY

The Promotion is open to legal residents of Connecticut, Massachusetts, New York, Rhode Island and Vermont who are 18 years of age or older as of the time of entry and have a valid social security number. The Promotion is void where prohibited or restricted by law. Anyone participating in the Promotion or claiming a prize in the Promotion in violation of these Official Rules will be disqualified.

The Promotion 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 Promotion, 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

During the Promotion Period, prospective entrants can enter the Promotion by

- i.) Opening a Berkshire One checking or Berkshire One University Checking account through our online account opening channel, www.open.berkshirebank.com
- ii.) **Alternate Method of Entry (mail-in 3x5 paper or card):** During the Promotion Period, if you do not choose

to enter in the first option described above, legibly hand-print your full name, residential address, telephone number and email address (associated with your Berkshire Bank account if you have one), on a plain 3×5 inch paper or card. Mail your completed entry to Berkshire Bank's Derrick White Items Giveaway, Attn: Marketing Dept., 66 West Street, 4th Floor, Pittsfield, MA 01201. The entry must be mailed in a hand-addressed, properly-stamped envelope. No photocopied or mechanically reproduced entries will be accepted. Sponsor is not responsible for postage-due entries or for any incorrect or illegible data contained in any sweepstakes entry. Mailed-in entries must be postmarked and received no later than Nov. 15, 2025, to be eligible for the Sweepstakes. All mailed entries become the property of Sponsor and will not be returned or acknowledged. Once you have done so, you will receive one (1) entry into the Sweepstakes for the applicable Entry Period.

The Giveaway Parties are not responsible for technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions, or difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

Limit one (1) entry per Entrant. Any Entrant submitting more than one (1) entry may be disqualified.

WINNER SELECTION/DEADLINE

A total of Fifty (50) winners (each, a "Winner" and collectively, the "Winners") will be selected in five (5) random drawings from all eligible entries received during the Promotion Period. The drawings will be held on or about as follows:

August 15, 2025: Ten (10) winners will be selected

September 15, 2025: Ten (10) winners will be selected

October 15, 2025: Ten (10) winners will be selected

November 15, 2025: Ten (10) winners will be selected and

December 15, 2025: Ten (10) winners will be selected.

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.

ODDS OF WINNING

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

PRIZE

Fifty (50) Winners will each receive one (1) Derrick White signed item (each, a "Prize" and collectively, the "Prizes"). The Approximate Retail Value of a Prize is one-hundred and fifty dollars. The Total ARV of the Prizes is \$7,500.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer a 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.

Limit one (1) Prize per Winner.

PRIZE WINNER NOTIFICATION

The Sponsor will notify each potential Winner by e-mail or telephone using the e-mail address or number provided on the potential Winner's Berkshire One checking or Berkshire One University Checking account opening application within two (2) weeks 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 Promotion 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 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.

Potential Winners must prove they are qualified to win a Prize 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 they are qualified to win a prize, the Prize will not be awarded to them. 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 Promotion is void outside of Connecticut, Massachusetts, New York, Rhode Island and Vermont and where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. By entering the Promotion, 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, Google and each of their respective divisions, affiliates, parent companies, subsidiaries, advertising and promotional agencies and anyone associated with the production of this Promotion, 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 Promotion 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 Promotion 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 Promotion, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, 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 Promotion, 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 Winners waive their right to assert as a cost of winning a 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 a Prize constitutes permission to the use of the Winner's name, image, voice, likeness, opinion, 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 Winners, except where prohibited.

WINNERS' LIST

To obtain the names of the Winners, send a self-addressed, stamped envelope to the Sponsor, ATTN: Marketing – Winners' List Request, 66 West Street, 4th Floor, Pittsfield, MA 01201. Vermont residents may omit return postage. All requests must be postmarked no later than December 15, 2025.

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 Official Rules 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 errors relating to or in connection with this Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes, or in any Promotion-related materials; or (c) any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Promotion.

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 Promotion 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 Promotion Period.

The Sponsor fully reserves the right, in its sole discretion, to cancel, suspend, terminate or modify the Promotion if the Promotion 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 Promotion, or any other reason.

The Sponsor is not responsible for printing errors in any Promotion-related materials, including 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.

No correspondence will be entered into except with potential Winners.

By entering the Promotion 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 Promotion, including without limitation, contacting entrants regarding the Promotion and disclosing the list of winners. Your personal information may be used for future promotion 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 promotion 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 Promotion 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 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 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.