



July 1, 2022

BankFive Photo Calendar Contest Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OF A PRODUCT OR SERVICE FROM THE SPONSOR WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

CONSUMER DISCLOSURE: You have not yet won.

1. Eligibility

NO PURCHASE NECESSARY. The BankFive Photo Calendar Contest (the "Contest") is a skills-based contest open to natural persons age 18 or older at the time of entering the Contest who are legal residents of Massachusetts and Rhode Island. Each resident of Massachusetts and Rhode Island (the "Eligibility Area") who participates and/or enters the Contest is an "Entrant". The Contest is sponsored by Fall River Five Cents Savings Bank, d/b/a BankFive (the "Sponsor") and is governed by these official rules (the "Official Rules"). By participating and/or entering the Contest each Entrant agrees to be bound by and agrees that his/her entry shall meet the requirements of the Official Rules. Being a customer of Sponsor does not increase the chance of winning. Officers, directors, corporators, and employees of Sponsor, its parent, affiliate and subsidiary companies, and any other party associated with the development or administration of this Contest (collectively, the "Sponsor Entities"), and the immediate family members or persons living in the same households with such individuals are not eligible to enter. This Contest is subject to all applicable federal, state and local laws and regulations. The Contest is void where prohibited by law and void for minors and for natural persons and other parties who reside outside of the Eligibility Area.

2. Contest Dates

The 2 (the "Entry Start Date"). The entry deadline is 11:59 pm Eastern on September 1, 2022 (the "Entry End Date"). The Judging Phase shall commence on September 2, 2022 (the "Judging Start Date") and shall end at 5:00 p.m. Eastern Time on September 15, 2022 (the "Judging End Date"). Sponsor reserves the right to extend or shorten either the Entry Phase or the Judging Phase, in its sole discretion.

3. How to Enter

To enter the Contest an Entrant must submit a single "Eligible Entry" during the Entry Phase of the Contest and in no event after the Entry End Date. An Eligible Entry consists of both (a) a fully-completed entry form and (b) a single "Eligible Photograph" (as defined below) in original format. Entries that are not "Eligible Entries" will be disqualified, will not be reviewed or judged during the Judging Phase and are not eligible to win the Contest. To submit an Eligible Entry visit www.bankfive.com/photocontest; complete the entry form with all of the required information, (including the Entrant's name, address, telephone number, valid email address, the town in which the photograph was taken, and a photo caption), upload the Eligible Photograph, agree to the terms of entry submission and submit. Sponsor will not supply Entrants with any editing tools, supplies or other assistance. Entrants are limited to one Eligible Entry and one Eligible Photograph per Eligible Entry for the Contest.

Entrant represents and warrants that his/her photograph submitted as part of an Eligible Entry will be an "Eligible Photograph," which must:

- be a high-resolution, digital photograph in its original format (no alteration or enhancement using photo editing software with the exception of color or clarity correction);
- be at least 8MP (3200 pixels per inch wide on the longest side by 2400 pixels on the shortest side), submitted in .jpeg or .jpg format, without watermarks;
- be the original creation of the Entrant and have not been taken by or subject to enhancement by any third party (including family member(s) of the Entrant). ENTRANT MUST BE THE SOLE OWNER OF THE PHOTOGRAPHIC IMAGE SUBMITTED AS PART OF AN ELIGIBLE ENTRY;
- not infringe any third party's ownership or intellectual property rights;
- not include the likeness of any individual or the trademark, trade name, trade dress or any other intellectual property right of any third party;
- have not been submitted in any other contest of any kind; and
- reflect what Entrant thinks makes our community a wonderful place to visit, live or work. Photographs must be of outdoor landscapes in southeastern Massachusetts and Rhode Island.

Entries which are incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with the Official Rules, as determined in Sponsor's sole discretion, will be disqualified. If Entrant submits more than one photograph during the Entry Phase with his/her entry form only the first submitted photograph will be eligible for consideration as an Eligible Photograph during the Judging Phase, and the additional photographic images submitted will be disqualified from the Contest. Any images that are sexually explicit or deemed in the sole discretion of the Sponsor to be offensive or disparaging in any way will not be considered an Eligible Photograph and the Entrant will be immediately disqualified from the Contest.

Proof of submission of an entry is not proof of receipt. In the event of a dispute concerning who submitted an Eligible Entry, the Eligible Entry will be deemed to have been submitted by the authorized holder of the e-mail account provided on the entry form. Normal Internet access and usage charges imposed by Entrant's on-line service provider will apply.

Entry forms submitted with Eligible Entries become the property of Sponsor and will not be acknowledged or returned.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SPONSOR'S WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPTED BE MADE THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

4. Judging Phase and Criteria Selection of Winners

All Eligible Entries received during the Entry Phase will be reviewed during the Judging Phase by a panel of judges selected by the Sponsor. All Eligible Entries will be prescreened by the Sponsor commencing on the Judging Start Date to ensure that they comply with the Official Rules. If, in the sole discretion of the judges, an Eligible Entry is deemed to be noncompliant with the Official Rules it will be disqualified and will not be eligible for selection as a Winning Entry. To ensure anonymity of the Entrants during the Judging Phase each Eligible Entry will be assigned a unique identification number.

The panel of judges will evaluate each Eligible Entry that passed the prescreening process based on four weighted criteria: Originality (25%), Creativity (25%), Concept (25%), and Photographic Quality (25%). Based on these criteria, on or before the Judging End Date the judges will select twelve (12) "Winning Entries" from among all Eligible Entries received. No information regarding the Eligible Entries or judging will be disclosed.

Sponsor will notify each Entrant whose Eligible Entry is selected by the judges as a Winning Entry by sending a "Notification Email" to the email address provided by the Entrant on his/her entry form. Each Entrant is responsible for monitoring his/her emails for receipt of a Notification Email notifying the Entrant that his/her Eligible Entry was selected as a Winning Entry. Each Entrant whose Eligible Entry is selected as a Winning Entry will be required to complete all of the following "Selection Requirements" in order to be declared a "Winner" of the Contest:

- Entrant must email a high-resolution version of the Eligible Photograph submitted with his/her Eligible Entry to the Sponsor; and
- Entrant must sign and return an Eligibility Affirmation and Publicity Rights Agreement that, among other things, provides the Sponsor with a worldwide, non-exclusive, royalty free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and use Entrant's Eligible Entry and Eligible Photograph, as well as his/her name and likeness, in connection with the Sponsor's business.

If an Entrant does not complete all of the Selection Requirements within five (5) calendar days from the date the Notification Email is sent by the Sponsor the Entrant's Winning Entry will be considered disqualified and the judges shall select a new Winning Entry from among the remaining Eligible Entries received. If Entrant fulfills all of the Selection Requirements within the allotted time s/he will be considered a "Winner" of the Contest and will have his/her Winning Entry used in the Sponsor's 2021 Community Calendar.

The thirteen (13) Winners will be comprised of one (1) Grand Prize Winner, and 12 (12) Month winners. Decisions of the judges are final and binding.

Winners will be announced on the Sponsor's Facebook, page on or before the Judging End Date.

5. Prizes; Use of Eligible Photograph Submitted With Winning Entry Use in 2023 Community Calendar

Grand Prize Winner (1 in Total): The Grand Prize Winner will be awarded a Grand Prize of a \$200 VISA® Gift Card and the Eligible Photograph included with his/her Winning Entry will have the cover position on Sponsor's 2023 Community Calendar.

Month Winners (12 in Total): The selected Month Winners will each be awarded a \$25 Visa® Gift Card and the Eligible Photograph included with the Winning Entries submitted by the winners will be included as a monthly photograph in Sponsor's 2023 Community Calendar.

All Eligible Photographs used by Sponsor will be attributed to the Winners in the 2022 Community Calendar. VISA® Gift Cards will be awarded by December 31, 2021. Sponsor's 2023 Community Calendar will be published by December 31, 2022.

A total of thirteen (13) Prizes will be awarded. The combined total cash value of these Prizes is \$500. These Prizes may not be redeemed for cash. No substitution or transfer of the Prize shall be permitted except in Sponsor's sole discretion. If any Prize becomes unavailable, Sponsor may award a substitute prize of equal or greater value.

ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF THE WINNER. Except where prohibited: (a) acceptance of a Prize constitutes the consent of the Winner, without further compensation, to use the name and likeness of such Winner for editorial, advertising and publicity purposes by the Sponsor, Sponsor Entities and/or others authorized by the Sponsor and (b) acceptance of a Prize constitutes a release by the Winner of the Sponsor and Sponsor Entities of any and all claims in connection with the administration of this Contest and the use, misuse or possession of the Prize.

VISA® Gift Cards are subject to the terms and conditions specified in the Cardholder Agreement that will be provided with the Gift Card. VISA® is not affiliated in any way with the Contest. Purchase, use or maintenance of any product bearing the VISA® name, logo, or trademark is not required to enter the Contest and does not improve an Entrant's chance of winning. All trademark of Visa are the intellectual property of their respective owners.

6. Representations, Warranties & Agreements; Use of Your Submission and Personal Information

Whether or not an Entrant is selected as a Winner, by entering this Contest all Entrants:

- A) Agree to be bound by the decisions of the Contest judges and by these Official Rules, and to comply with all applicable federal, state, and local laws;
- B) Agree that (i) s/he has read these Official Rules and that s/he agrees to be bound by all of their requirements and (ii) the photograph submitted with his/her Eligible Entry is an Eligible Photograph as defined in the Official Rules; and
- C) Waive, to the fullest extent allowed under applicable law (i) any right to publicity, privacy or moral rights relating to the Entrant's participation in this Contest, and (ii) any right to inspect or approve uses of the Eligible Photograph or to be compensated for any such uses, and to the extent these rights may not be waived legally, Entrant agrees not to assert them.

7. Right to Cancel or Suspend; Disqualification

If the Contest cannot be conducted as originally planned for any reason (including, but not limited to, as a result of an insufficient number of entries, tampering or computer virus infection), Sponsor, in its sole discretion, reserves the right to cancel or modify the Contest, without liability. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. If Sponsor elects to cancel the Contest, it will not retain any rights to the submitted Eligible Entries and/or Eligible Photographs. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

Entrants who violate these Official Rules, tamper with the operation of the Contest, or engage in any conduct that is detrimental to Sponsor, the Contest, or any other Entrant (as determined in Sponsor's sole discretion) are subject to disqualification. Any person attempting to defraud or in any way tamper with this Contest (whether electronically or otherwise) and any person who does not comply with these Official Rules, will be ineligible for any Prize and may be prosecuted to the full extent of the law.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, THE FACEBOOK, TWITTER, AND INSTAGRAM PLATFORM, SPONSOR'S ADMINISTRATOR OF THE CONTEST, SPONSOR'S ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ALL SUCH PARTIES FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT YOUR PARTICIPATION IN THE CONTEST. SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

9. Social Media

Although the Sponsor is either directly or indirectly promoting and/or administering the Contest on and through Facebook, Twitter and Instagram each Entrant understands and agrees that the Contest is not in any way sponsored, endorsed, administered or associated with Facebook, Twitter and Instagram. By entering the Contest Entrant fully and completely release Facebook, Twitter and Instagram from any and all liability associated with, in respect to, or in any way arising from the Contest. Entrant understands that any information that s/he may provide to Sponsor through Facebook, Twitter, and Instagram is received solely by the Sponsor and not by Facebook, Twitter and Instagram. Entrant agrees that when using Facebook, Twitter and Instagram in connection with the Contest that s/he will abide by any and all terms of usage of Facebook, Twitter, and Instagram in addition to these Official Rules.

10. Disputes

Except where prohibited, all issues/questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Jurisdiction and venue shall be solely within the Commonwealth of Massachusetts.

11. Revisions to Official Rules, Severability and Waiver

Sponsor reserves the right to modify or amend these Official Rules at any time and without notice. Please visit www.bankfive.com/photocontest to review the most current version of these Official Rules. If any provision of these Official Rules is determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of these Official Rules shall continue intact. No deviation by the Sponsor from these Official Rules shall constitute a waiver of any right of the Sponsor and the failure of the Sponsor to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such right on any future occasion.

12. Winner's List; Rules Request

A copy of the Winners list and/or these Official Rules may be obtained until December 31, 2022 by sending a self-addressed, stamped envelope to "BankFive Photo Calendar Contest", Attn: Marketing, BankFive, P.O. Bo 1191, and Fall River, MA 02720-1191.