

Rockland Trust Company

Promotion Official Rules (“Official Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

This Promotion is sponsored by Rockland Trust Company, 288 Union Street, Rockland, MA 02370 (“Sponsor”). By entering the Promotion, you agree to be bound by these Official Rules.

- 1. Nature of Promotion; Prize Description.** Rockland Trust cares about relationships, and is offering 1(one) lucky winner a \$150 (one-hundred and fifty dollar) gift card to a restaurant of winner’s choosing with a location in MA/RI, subject to availability and gift card issuer terms and conditions. Prizes are non-transferable, and no substitution, exchange, or cash redemption is permitted, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value. Gift cards are subject to additional terms and conditions of third-party businesses where they are to be redeemed. Sponsor does not guarantee the availability of goods or services offered by such businesses and is not responsible for lost, stolen, or damaged gift cards.
- 2. How to Enter.** During the Promotion Period, share your original photo (“Photo”) on Instagram showing your most important relationship, and tag Rockland Trust or use the hashtag #EachRelationshipMatters to receive one entry in the prize drawing. All Instagram entries must also use the hashtag #Sweepstakes and following the Photo Submission Requirements below. **Alternative Method of Entry:** To enter without sharing a photo on Instagram, send an e-mail to Rockland Trust at RTSocial@RocklandTrust.com, including “2019 Restaurant Promotion Entry” in the subject line and your first and last name, mailing address and phone number in the body of the email. The holder of the Instagram or email account used to share the Photo or submit the email entry shall be deemed the Entrant.

One entry per person. Duplicate entries of the same or substantially similar Photo, whether submitted through the same or different Instagram accounts or by the same or different Entrants, will not be accepted. Sponsor is not responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries.
- 3. Promotion Period:** All Photos must be shared, and email entries received, between 3/4/2019 at 12:00 am ET and 3/25/19 at 11:59 pm ET.
- 4. Prize Drawing:** On or about March 27th, 2019, 1 (one) winner will be drawn at random from all eligible entries received within the Promotion Period. Entrants need not be present to win. Odds of winning depend on the number of eligible entries received. Taxes, where applicable, are the sole responsibility of the winner. Any prize notification not responded to or which is returned as undeliverable may result in prize forfeiture. Sponsor shall be the official time keeper of the Promotion, and the decisions of Sponsor relating to the Promotion shall be in Sponsor’s discretion and shall be final and binding in all respects.
- 5. Eligibility:** Must be 18 or older at the time of entry and a legal resident of Massachusetts or Rhode Island to enter. Rockland Trust employees and immediate family members are not eligible. Eligibility is subject to verification. Subject to all applicable federal, state and local laws. All entries become the property of Sponsor. Use of any macro, bot, script or other

automated means to submit entries is prohibited. Entry must be made by the Entrant. Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods will void that Entrant's entries and that Entrant may be disqualified. **Void where prohibited by law.**

6. **Publicity Release.** Except where prohibited by law, by entering the Promotion, you, on behalf of yourself and, if you enter by sharing an Instagram Photo, any other person depicted in your Photo, hereby irrevocably permit, authorize, grant, and license Sponsor and its parent(s), affiliates, agents, successors, and assigns ("Authorized Parties"), the right and permission to use your name, image, likeness and appearance for advertising and promotional purposes in any media now existing or later developed, worldwide, without further payment or consideration, in perpetuity, without notice or review or approval. You represent and warrant that you have the authority to grant the foregoing Publicity Release on behalf of all persons depicted in your Photo, including any minor children.
7. **License.** By sharing a Photo to enter, you hereby grant the Authorized Parties an irrevocable, perpetual, royalty-free, worldwide, non-exclusive, sub-licensable and transferable permission and license to store, edit, process, record, reproduce, transmit, distribute copies of, create derivative works of, exploit, sell, transfer, assign, license, display publicly, perform publicly, and perform publicly by means of a digital audio transmission, your Photo, in any and all media, whether now known or hereafter created, for advertising, promotional and related purposes, including on Sponsor's website, social media accounts, live public electronic displays, print and other media, without any further notice, compensation, review or approval to or by Entrant. Sponsor shall be permitted to edit and modify your Photo, or combine it with Photos submitted by other Entrants or other content, as it deems appropriate, to exercise the foregoing rights. Each Entrant consents to each Authorized Party doing or omitting to do any act that would otherwise infringe the Entrant's "moral rights" in the Photo. Display or publication of any Photo by an Authorized Party does not indicate that the Entrant will be selected as a winner. Other than the rights granted to the Authorized Parties, as set out in this paragraph, all other rights with respect to each Photo are reserved to Entrant.
8. **Photo Submission Requirements.** Photo must be the Entrant's original work, and Entrant must be the sole author of the Photo. Photos may not include any content (images, music, etc.) that constitutes copyright infringement or otherwise infringes or violates the privacy, publicity or other rights of any person. Entrant must have signed permission from all individuals (parents/legal guardian of minor children, if featured and if not your own) that appear in the Photo to use their image and to grant the rights set forth herein. If requested by Sponsor, Entrant must be able to provide such permissions, and any other third-party consents or licenses required under these Official Rules, in a form acceptable to Sponsor. Photo must not contain brand names or trademarks other than those of Sponsor and any use or depiction of Rockland Trust trademarks must not alter those marks in any way, including but not limited to, any applicable font, stylization, graphics, or colors.

Submissions must not, in the sole and unfettered discretion of Sponsor, (i) contain obscene, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, (ii) promote bigotry, racism, hatred, harm or discrimination against any group or individual, (iii) contain material that is unlawful, in violation of or contrary to any applicable laws, rules or regulations, or (iv) be offensive, defamatory, demeaning to, or negatively portray Sponsor or

any other party's reputation or goodwill, or (v) depict or otherwise suggest improper use or unsafe practices of Sponsor's products, processes, or services.

9. **Photo Entrant Representations and Warranties:** By sharing a Photo to enter the Promotion, you represent and warrant that your Photo complies with these Official Rules and that:
- a. You are the sole author of the Photo and the Photo is your original work of authorship;
 - b. You own or have all necessary licenses, rights, consents, and permissions to share the Photo, and all content depicted therein, as part of the Promotion and to grant all of the rights and licenses granted to Sponsor and the other Authorized Parties in these Official Rules, including but not limited to, those needed to reproduce, distribute and publicly display the Photo, including the images or likenesses of any person shown in the Photo;
 - c. Your Photo does not contravene any contractual, legal or other right of or obligation to any person or entity;
 - d. Your Photo does not infringe the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and no other party has any right, title, claim, or interest in the Photo, except persons who have licensed, consented or otherwise granted permission to you to grant to Sponsor and the other Authorized Parties each of the rights and licenses described in these Official Rules;
 - e. Your Photo does not contain any pornographic, obscene, defamatory or other content prohibited by these Official Rules;
 - f. Use of the Photo by Sponsor, as contemplated by the Official Rules, will not infringe any copyrights, rights of publicity, rights of privacy, or any other rights of any person, living or dead.
 - g. Your Photo is not subject to any prior agreements that would limit the scope of the permission granted to Sponsor under the Official Rules;
 - h. You have complied with all relevant laws, rules and regulations in the production of your Photo; and
 - i. Your Photo has not been entered into any other contest or promotion.

Sponsor reserves the right, in its sole discretion, not to post or to require removal of any Photo that it believes violates these Official Rules, the law, or the rights of any person or is otherwise inappropriate for a promotion of this nature.

10. **Privacy.** All Entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. All personal information submitted as part of the Promotion may be used for purposes of administering the Promotion and shared by and between the Authorized Parties.

11. **General.** Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion, or to amend these Official Rules, in whole or in part, if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, fairness, legality, proper play and/or feasibility of the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random Drawing from all eligible, non-suspect entries

unaffected by the problem. Inclusion in such Drawing shall be each Entrant's sole and exclusive remedy in such circumstances. By entering, each Entrant agrees to comply with, and be bound by, these Official Rules and by all applicable laws and the decisions of Sponsor (including but not limited to eligibility determinations) and waives any right to claim ambiguity in the Prize Drawing or these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any person believed to be tampering with the entry process or the operation of the Promotion, acting in violation of these Official Rules, or to be acting directly or indirectly in an unfair, illegal, unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person.

12. **Release.** You agree that the Authorized Parties shall not be responsible or liable for: (1) any incorrect or inaccurate information, whether caused by Entrant, Sponsor, or any printing or typographical errors or equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, miscommunications, delays or disconnections in phone lines, the Internet, or any network hardware or software; (3) unauthorized human intervention in any part of the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the handling or processing of entries; (5) late, lost, incomplete, inaccurate, illegible, misdirected, misdelivered, or undeliverable entries or notifications; or (6) any injury or damage to persons or property, including without limitation, death or personal injury, which may be caused, directly or indirectly, in whole or in part, from participation in the Promotion or any Promotion-related activity, or the receipt, use or misuse of any prize. You further acknowledge that Authorized Parties have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the Prize, including, without limitation, as to such Prize's quality or fitness for a particular purpose.
13. **Limitation of Liability.** To the fullest extent permitted by law, by entering the Promotion or accepting a Prize, each Entrant agrees to release, discharge, defend, indemnify and hold harmless each of the Authorized Parties, and their officers, directors, employees, affiliates, representatives and agents, from and against any claims, damages, liabilities, losses or causes of action related in any way to the operation of or such Entrant's participation in the Promotion and any other claims, damages or liabilities, including without limitation any injuries, damages or losses to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from Entrant's acceptance, possession, use or misuse of a prize or participation in a Promotion. Under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than for actual out-of-pocket expense not to exceed fifty dollars (\$50.00). If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Promotion if available.
14. **Disputes.** Except where prohibited by law, by entering a Promotion, each Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Promotion or a prize shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Massachusetts. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law rules which would cause the application of the laws of another jurisdiction. By entering, you

consent to the exclusive jurisdiction of the state and federal courts in Massachusetts for resolution of any disputes relating to the Promotion and waive any objection thereto.

15. **Trademarks.** Company names and trademarks associated with prizes are used solely to identify the prizes. No endorsement, authorization, sponsorship, or approval by prize manufacturers or trademark owners is intended or implied by such use. All referenced company names and trademarks are registered and unregistered trademarks or copyrights of their respective owners.
16. **Release of Instagram.** This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram, Inc. By entering, you agree to release and hold Instagram, Inc. harmless from any and all claims or liability for harm you may suffer or incur relating to your participation in the Promotion.
17. **Publicity.** Without limiting the foregoing provisions, except where prohibited by law, acceptance of a Prize constitutes winner's consent to the Authorized Parties' use of winner's name, likeness, city and state for advertising and promotional purposes worldwide and in all forms of media now known or hereafter developed, without further compensation, in perpetuity, without notice or review or approval.
18. **Winner's List.** For the name of the Winner, please contact us at [RTSocial@RocklandTrust.com]

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