

The Evans Bank Holiday Sweepstakes 2022

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

By entering into any Evans Bank (“Evans”) sponsored sweepstakes, each entrant (“Entrant” or “Participant”) agrees to abide by these Official Sweepstakes Rules and the decisions of Evans Bank, which decisions are final and binding in all respects.

1. Eligibility

The Sweepstakes is open only to residents of New York State. Participants must be at least eighteen (18) years old at the time of entry. Proof of age may be required. Void where prohibited. Employees, officers, directors or agents of Evans Bank and their respective parents, affiliates, subsidiaries, distributors, employees, agents, suppliers, sales representatives, directors, officers, shareholders, and all other service agencies involved with the Sweepstakes, and members of their immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, officer, director or agent are not eligible to participate or win. In order to enter the Sweepstakes or receive a prize, you must fully comply with the Official Sweepstakes Rules and, by entering, you represent and warrant that you agree to be bound by these Official Sweepstakes Rules and the decisions of Evans Bank, whose decisions shall be binding and final in all respects relating to this Sweepstakes. The Sweepstakes is governed by these Official Sweepstakes Rules and is subject to all applicable federal, state and local laws.

2. Duration of Sweepstakes

The Sweepstakes begins on [January 3, 2022] at 12:01 am Eastern Daylight Time (“EDT”) and ends on [January 28, 2022] at 11:59pm EDT (“Sweepstakes Entry Period”). Evans Bank is the official timekeeper for this Sweepstakes. All entries must be received by Evans Bank during the Sweepstakes Entry Period.

3. How to Enter

There are two ways to enter the Sweepstakes: (i) complete an entry form at an Evans Bank location affiliated with the Sweepstakes or (ii) complete an online entry form available at [<https://bit.ly/EBPS5Entry>]. There is a limit of one (1) entry per person. Evans Bank will not consider incorrect, fraudulent, incomplete, late or otherwise non-conforming entries or entries that are intended to annoy, abuse, threaten or harass any person or entity in any way. Entries generated by macro, script, or other automated means are void. Any Participant using fraudulent means to participate in the Sweepstakes will be disqualified and may be guilty of violating applicable criminal laws. All entries, once provided, are Evans Bank’s sole and exclusive property. Eligibility is at Evans Bank’s exclusive discretion, and Evans shall be entitled to reject any Participant for any reason or no reason at all without having to provide an explanation. Evans Bank reserves the right, in its sole discretion, to cancel, suspend, or terminate a Sweepstakes for any reason and without prior notice to any Participant. In such instance, Evans Bank may, if and as appropriate, select a winner using reasonable means that are materially consistent with the Sweepstakes in question.

All entry forms compliant with the rules stated herein will receive one entry into the drawing. Every time you receive a grand prize entry you will also receive one entry into the drawing for the runner up prize. The prizes are set forth below.

LIMIT: Each Entrant may enter one (1) entry during the Sweepstakes Entry Period, regardless of method of entry per email address/person. Multiple entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any means to obtain more than the stated number of entries per day will void all entries and result in disqualification.

4. Winner Determination

Prize Drawing

On or about [January 29, 2022], Evans Bank will select one [1] entry for the prize described below in a random drawing of all valid entries received. Limit of one prize per household for the Sweepstakes.

The potential winners will be contacted using the email address and/or phone number provided with the entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Sweepstakes Rules. The potential winners will be notified by email on or about two days after the drawing. Failure by a potential winner to respond to any contact within five (5) days of notification will result in disqualification, and Evans Bank will select an alternate potential winner in the same manner. Evans Bank is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in a Participant's account, or any other failure beyond its reasonable control. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Entry Period. Odds of winning a prize depend on the number of eligible entries received up to the time of the drawing.

5. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY EVANS BANK. EVANS BANK'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNERS AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.

6. Verification of Potential Winners

Potential winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Evans Bank, or an alternate potential winner may be selected. In the event (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted, or the potential winner notification or Affidavit is returned as undeliverable, (b) potential winner declines or cannot accept, receive or use the prize for any reason, (c) of noncompliance with these Official Sweepstakes Rules or any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, or (e) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected in a random drawing, from among the other eligible entries received, as described in Section 4 above. Evans Bank reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

7. Prizes

<u>Prize</u>	<u>Quantity</u>	<u>Total Approximate Retail Value (ARV)</u>
One (1) Sony PlayStation 5 video game console with one (1) PlayStation 5 wireless controller.	1	\$500.00

For all Prizes: No cash equivalent for any prize and no substitution will be made except as provided herein at Evans Bank's sole discretion. Evans reserves the right to substitute a listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential prize winner fully complies with these Official Sweepstakes Rules. Subject to applicable law, **Prizes are offered "as is" without any express or implied warranty of any kind or nature**, including without limitation, any warranty respecting condition, merchantability, quality, title, or fitness for a particular purpose.

8. Entry Conditions and Release

Each Participant agrees to: (a) comply with and be bound by these Official Sweepstakes Rules and the decisions of Evans Bank, which are binding and final in all matters relating to this Content; (b) defend, indemnify, release and hold harmless Evans Bank and their respective parent, subsidiary, and affiliated companies, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present parents, affiliates, officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

9. Publicity

Winner's acceptance of prize constitutes the winner's agreement and consent for the Sponsors and any of their respective designees to use and/or publish winner's full name, city and state/province/territory/country of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Evans Bank, worldwide and in perpetuity for advertising, publicity, trade and/or promotion on behalf of the Sponsors, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

10. General Conditions

Evans Bank and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Sweepstakes Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, pandemic or epidemic (including, without limitation, COVID-19), weather or any other similar event beyond Evans Bank's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. If Evans Bank determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Evans Bank reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date.

11. Limitations of Liability

IN NO EVENT WILL ANY RELEASED PARTY BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, THESE OFFICIAL SWEEPSTAKES RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBLY OF SUCH DAMAGES. RELEASED PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, THESE OFFICIAL SWEEPSTAKES RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE SHALL BE LIMITED TO [\$500.00]. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

12. Disputes

Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court for the Western District of New York or the appropriate New York State Court located in Rochester, New York; and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of the entrant and Evans Bank in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State

of New York.

13. Entrant's Personal Information

Information collected from entrants is subject to Evans Bank's Policy, which is available at <https://evansbank.com/about/customer-service/resource-center/privacy-policy/>.

14. Sweepstakes Results

For Sweepstakes results (of winners of prizes), send a written request to:

Evans Bank
6460 Main Street
Williamsville, NY 14221
Chris Uba

Requests for the Winner's List must be received by [1/31/22].