

Earth Day Coloring Contest – April 2020

OFFICIAL TERMS AND CONDITIONS

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING. VOID WHERE PROHIBITED.

1. PROMOTION PERIOD. The “Earth Day Coloring Contest” (the “Promotion”) begins at 8:00 A.M. CST on April 18, 2020 and ends 5:00 P.M. CST on April 24, 2020 (the “Promotion Period”).

2. ELIGIBILITY. The Promotion is open only to individuals who at the time of entry (a) are legal residents of and domiciled in the state of Minnesota, and (b) are under 18 years of age. The Promotion is open to all individuals who meet these requirements, excluding: (i) employees of The Bank of Elk River (“Sponsor”), any of their subsidiaries or affiliate companies; or their advertising, marketing or promotional agencies; and (ii) immediate family members (spouses) of any individual referred to in clause (i). This Promotion is subject to all federal, state, and local laws and regulations and is void (a) outside the 50 United States and the District of Columbia, and (b) where prohibited by law.

3. HOW TO ENTER.

There are multiple ways to enter this Promotion during the Promotion Period:

Pick up your coloring sheet at one of our drive-thru locations: Main St., Otsego, School St., or Zimmerman. There is also the option to download your coloring sheet at <http://www.thebankofelkriver.com>

To enter, entrant must submit completed coloring sheet to any Bank of Elk River branch drive-throughs, or scan or take a photo of the completed coloring sheet and email to marketing@thebankofelkriver.com by 5:00 P.M. CST on April 24, 2020.

You may also mail completed coloring to: The Bank of Elk River, ATTN: Marketing, “Earth Day Coloring Contest”, 630 Main St NW, Elk River 55330; a mail-in entry must be post-marked on or before April 24, 2019, and received by Sponsor on or before April 27, 2019.

“Liking” or “following” the Sponsor’s social page(s), i.e. Facebook, Twitter, Instagram, or LinkedIn is not a requirement for this sweepstakes.

All entries become the property of Sponsor and will not be acknowledged or returned. **Limit one entry per person per for the duration of the contest.** Proof of sending or submitting an Entry will not be deemed proof of receipt by Sponsor.

4. AGREEMENT TO OFFICIAL TERMS AND CONDITIONS. Your participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Terms and Conditions and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in the entry terms and conditions.

5. SELECTION OF POTENTIAL PRIZE WINNERS. On the date of April 27th, three (3) winners will be selected based on a random drawing. There is one (1) winner for each age category (0-5yrs, 6-12yrs, 13-18yrs). A purchase will not increase the chances of winning.

6. NOTIFICATION AND REQUIREMENTS OF POTENTIAL WINNERS. Each potential Prize Winner will be initially contacted via the phone number provided on the coloring sheet, and will be required to provide a mailing address, and will also be required to sign and return an Affidavit of Eligibility, Liability and

Publicity Release (except where prohibited by law). The prize may be forfeited and may be awarded to another entrant who has the next highest number of "likes" if (i) any prize notification or any prize is returned as undeliverable, (ii) Sponsor is unable to contact a potential winner within five (5) days of the first attempt to contact him or her, (iii) a potential winner fails to provide his or her contact information within seven (7) calendar days after notification by Sponsor, (iv) a potential winner is determined by Sponsor, in its sole discretion, to be ineligible, (v) a potential winner declines the prize, or (vi) a potential winner is otherwise not in compliance with these Official Terms and Conditions. Sponsor is not responsible for any delay in awarding any prize.

Winner's entry and acceptance of the prize constitutes permission (except where prohibited) for Sponsor and its designees to use, at Sponsor's sole discretion, the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), for advertising, promotions and other purposes in all forms of media, worldwide in perpetuity, without additional notice, permission or further compensation.

7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"). Each (3) Prize Winner(s) will receive a gift valued at \$20. The Bank of Elk River also reserves the right to award additional prizes as it deems necessary to expand the promotion. Winners will be selected per state contest rules and regulations. These additional prizes shall not exceed the price of \$25. Actual/appraised value may differ at time of prize award. Each prize is non-transferable and non-refundable and must be accepted as awarded. All applicable taxes (including federal, state, and local income taxes for U.S. winners), duties, and the like, if any, are the sole responsibility of the prize winner.

8. GENERAL CONDITIONS. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address or social media account used to enter, will be deemed to be the entrant, but only if such person meets all other eligibility criteria. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an internet access service provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of this Promotion; violates the Official Terms and Conditions; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person; or who Sponsor suspects has engaged in any of the foregoing. Sponsor reserves the right to cancel, terminate or modify this Promotion if it cannot be completed as planned for any reason, including without limitation for infection by computer virus, bugs, tampering, unauthorized intervention, technical failures, corruption of any sort or any other matter beyond Sponsor's control. In such event, Sponsor will award the prizes from among all eligible entries received prior to cancellation.

9. RELEASE & LIMITATION OF LIABILITY. As a condition of entering this Promotion, each entrant agrees, and as a condition of being awarded a prize, each winner agrees, to the maximum extent permitted by law, to release, indemnify and hold harmless Sponsor, their respective subsidiaries or affiliate companies, their advertising, marketing or promotional agencies and each such company's respective officers, employees, directors, representatives and agents and all others associated with the development and execution of this Promotion (individually and collectively, the "**Released Parties**"), from and against any and all liabilities, claims, actions, lawsuits, judgments, costs and expenses, damages of any kind whatsoever, injuries, or losses to persons or property arising from or relating to, in whole or in part, this Promotion, submitting an entry or otherwise participating in any aspect of this Promotion, the receipt, ownership, possession, use or misuse of any prize awarded, or any actual or alleged breach by entrant of these Official Terms and Conditions.

10. LIMITATION OF LIABILITY. Entrants acknowledge that the Released Parties have not made and are not in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular

purpose. The Released Parties are not responsible for: (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of this Promotion; (b) failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware, software or technical malfunctions, failures or difficulties; (c) errors of any kind relating to or in connection with this Promotion, whether human, mechanical, clerical, electronic, or technical in nature, including, but not limited to, errors which may occur in connection with the administration of this Promotion, the processing of entries, the announcement or notification of any winner or prize or the cancellation of this Promotion; (d) damage to a user's system occasioned by participation in this Promotion or downloading any information necessary to participate in this Promotion; (e) incomplete, illegible, misdirected, damaged or lost entries; or (f) failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Promotion. If Facebook goes down for any reason or if Sponsor is unable to accept entries, Released Parties are not responsible, but Sponsor will make a good faith effort to remedy the problem as quickly as possible or Sponsor may terminate this Promotion. By entering this Promotion, you waive (to the maximum extent permitted by law) the right to claim any punitive, consequential, incidental, special, exemplary, or indirect damages of any kind and any and all rights to have damages multiplied or otherwise increased.

11. DISPUTE RESOLUTION. If there is any conflict between any promotional material and these Official Terms and Conditions, the provisions of these Official Terms and Conditions shall prevail. The resolution of any dispute shall be within Sponsor's sole discretion. As a condition of entering this Promotion, except as prohibited by law, you agree that: (a) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms and Conditions, your rights and obligations, or the rights and obligations of Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. PRIVACY POLICY. To see how Sponsor may use personal information obtained in connection with this Promotion, see Sponsor's Privacy Policy at <https://www.thebankofelkriver.com/about/policies-and-disclosures/privacy-policy>.

13. SPONSOR. The Sponsor of this Promotion is The Bank of Elk River, 630 Main St NW, Elk River MN 55330.

By entering this Promotion, each participant acknowledges that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Participants agree to release Facebook from all liability related to this Promotion. Participants understand that they are providing their own information to The Bank of Elk River Facebook.