

## Terms and Conditions for Lincoln 1<sup>st</sup> Bank's Student Saver Facebook Giveaway

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** This Lincoln 1<sup>st</sup> Bank Student Saver Giveaway is open only to legal residents of the fifty (50) United States and the District of Columbia who are of legal age of majority in their jurisdiction of residence (and at least 18) at the time of entry. Employees of Lincoln 1<sup>st</sup> Bank., New Jersey ("Sponsor") in addition to its agencies, as well as their respective immediate family members (spouse, parents, siblings, and children regardless of where they reside or those living in the same household, whether or not related), or their respective parent, affiliate, and subsidiary companies, and prize suppliers are not eligible. The Lincoln 1<sup>st</sup> Bank Student Saver Giveaway is subject to all applicable federal, state, and local laws.

**2. Entry Date Period:** The Lincoln 1<sup>st</sup> Bank Student Saver Giveaway will begin December 13, 2019 at 9:00:01 AM Eastern Standard Time (EST) and entry ends December 19, 2019 at 11:59:59 PM EST (the "Entry Date Period"). Entries must be time-stamped electronically no later than 11:59:59 PM EST on December 19, 2019. One winner will be selected using random selection software service Randomize.com.

**3. Description of Lincoln 1<sup>st</sup> Bank Giveaway & Prize:** Lincoln 1<sup>st</sup> Bank Facebook page followers and visitors will be given opportunities to win one (1) \$50 Visa gift card (average retail \$50 U.S.) through participation and/or answering of questions posed in the Lincoln 1<sup>st</sup> Bank Facebook page's published post. This opportunity will be presented on December 20, 2019. The prize may not be transferred and must be accepted as awarded. Winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute the prize with another prize of equal or greater value if the advertised prize is not available for any reason.

**4. How to Enter:** No purchase is required to enter or win. Access the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway through the following method of entry: post published from Lincoln 1<sup>st</sup> Bank on the Lincoln 1<sup>st</sup> Bank Facebook page on December 13. In the comments section of the Lincoln 1<sup>st</sup> Bank post published on December 13, 2019, "If you know someone who might be able to take advantage of this account, tag them in a comment below for the chance to win a \$50 gift card." (collectively, the "Submission") from December 13, 2019 – December 19, 2019.

Entries must be received before the closing of the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway Entry Data Period (December 19, 2019 at 11:59:59 PM EST). There is a limit of one (1) entry per person for the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway. Any attempt to submit more than one (1) entry by using multiple email addresses, posts, identities or by any other method may void all entries from that entrant. Subsequent entries received by an entrant after the first valid entry will be void. By entering, you indicate your full and unconditional agreement to, and acceptance of, (a) these Terms and Conditions, (b) Sponsor's Privacy Policy (<https://www.mylincoln1st.com/>) and (c) Sponsor's decisions, which are final and binding. All applicable federal, state, and local laws apply. By submitting an entry the Participant agrees to be bound and abide by these Terms and Conditions and the decisions of the judges and Sponsor, which are final and binding in all respects. Lincoln 1<sup>st</sup> Bank Student Saver Giveaway *is in no way sponsored, endorsed, administered by or associated with Facebook*. When entering the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway, participant is providing his/her information to the Sponsor which is the owner of the Lincoln 1<sup>st</sup> Bank Facebook page and not to Facebook.

#### 4. Photo and Answer Requirements, Restrictions and License to Use Submission:

- a. Participant agrees to and understands that if he or she becomes a winner, the photo and answer submissions will be made public, including without limitation, posting on the Internet. Sponsor makes no representation or warranty regarding the confidentiality of any photo or answer.
- b. Participants acknowledge and agree that professional photographs (i.e., photographs taken by a photographer paid to take such photographs) are not eligible for the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway and that they are the sole copyright owner of the Submission. In addition, photographs may not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. By uploading a Submission, participant warrants and represents that he/she is the person featured in the photo, has all necessary authority and copyrights to submit, owns the submitted photo, consents to the submission of the photo, and has permission from all individuals that appear in a Photo or Answer to use their likenesses in the Photo or Answer and to grant the rights set forth herein. If any individual appearing in a photo or answer is a minor in his/her state of residence, then participant must be the minor's parent/legal guardian and have the authority or permission to use minor's likeness in the Submission and to grant the rights set forth herein. If requested, participant must be able to provide such permissions in a form acceptable to Sponsor.
- c. Photo submissions must be in either .jpg or .png. format and a maximum photo size of 5 MB.
- d. The Submission must be suitable for presentation in a public forum, in the sole discretion of Sponsor, and may not contain, as determined by the Sponsor, in its sole discretion, any of the following content:
  - Inappropriate content based on the following:
    - Offensive, abusive, defamatory, disparaging or obscene
    - Fraudulent, false, dishonest, inaccurate, deceptive or misleading
  - Violates or is contrary to any applicable federal, state or local laws and regulations
  - Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
  - Unacceptable clothing adornments, or displays any commercial/corporate advertising other than the Sponsor; and
  - Communicates messages or images inconsistent with the positive, supportive community and/or good will of Lincoln 1<sup>st</sup> Bank

Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion, including its determination in its sole discretion that a Submission fails to satisfy any of the above requirements.

- e. By entering the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway each participant grants and represents and warrants that participant has the rights and authority necessary to grant Sponsor, for no additional compensation other than entry into the Giveaway, an irrevocable, non-exclusive, fully paid-up, worldwide, royalty free, perpetual sub-licensable license to use, publish, make available to the public,

reproduce, edit, modify, exploit, make derivative works from or otherwise use the photo and answer, as well as participant's name, video, likeness, voice, hometown and state in any and all media available at any time during, or after, the Entry Date Period, without permission, notification, attribution, or restriction from participant or any third party, on any related websites, in any promotional materials, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate.

**5. Winners Selection & Notification:** After the Entry Date Period has closed, Sponsor will select one (1) winner using random selection software service Random-ize.com. The odds of winning depend on the number of entries received during the Entry Date Period. One entry per person permitted for the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway Entries received after a first entry will be disqualified. No later than **December 19, 2019**, Sponsor will private message the winner on Facebook and the prize will be mailed within approximately 14 business days following notification. Unless prohibited, a potential winner may be required to sign an affidavit of eligibility and a liability/publicity release in order to receive the prize. Sponsor will also announce the winner on the Lincoln 1<sup>st</sup> Bank Facebook page.

**6. General Conditions:** By participating, entrant agrees to release and hold harmless Sponsor, its parent, affiliate, and subsidiary companies, officers, directors, employees, and agents and Facebook (“Released Parties”) from and against any claim or cause of action arising out of participation in the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, entrant’s rights and obligations, or the rights and obligations of Sponsor in connection with the challenge, shall be governed by, and construed in accordance with, the laws of New Jersey. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway should unauthorized human intervention, technical failures or any other factor beyond Sponsor's reasonable control, corrupt the administration, security, fairness, integrity or proper operation of the Challenge. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this Student Saver Giveaway or to be acting in violation of these Terms and Conditions, or those of any other promotion, or in an unsportsmanlike or disruptive manner. Any deliberate attempt by any person to undermine the legitimate operation of this Lincoln 1<sup>st</sup> Bank Student Saver Giveaway may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**7. Limitations of Liability:** Released Parties are not responsible for: (1) technical hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer or fax transmissions, whether caused by Release Parties, entrants, users, or by any of the equipment or programming used in the promotion or by technical or human error which may occur in the administration of the Challenge or the processing of entries; or (2) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Challenge or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded.

**8. Disputes:** Any and all disputes, claims, and causes of action arising out of or connected with the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway, or any prizes awarded, shall be resolved individually, without resort to

any form of class action, and exclusively by the U.S. District Court for the District of New Jersey. Any claims, judgments or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge but in no event attorneys' fees. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of entrant and Sponsor in connection with the Challenge shall be governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**9. Privacy:** When you enter the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway, in addition to information required to be supplied to enter the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway, you may be asked to consent to receive promotional e-mails and reminders for promotions and information about Sponsor. Consenting to receive such e-mails is optional and does not have to be agreed to in order to be eligible to enter the Lincoln 1<sup>st</sup> Bank Student Saver Giveaway and does not improve your chances of winning. In the event you do consent to receive these e-mails, the use of such e-mails shall be subject to Sponsor's privacy policy, which is available on Sponsor's website.

**10. Sponsor:** Lincoln 1<sup>st</sup> Bank, New Jersey