

US Sweepstakes & Fulfillment Company

Gorham Savings Bank Merry Money Sweepstakes – Official Rules

Promotion runs from 11/01/20 to 12/31/20

FINAL – 10/09/20

**THE GORHAM SAVINGS BANK MERRY MONEY SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE, ACCOUNT, OR ZELLE® TRANSACTION NECESSARY TO ENTER OR WIN. MAKING A PURCHASE, HAVING A GORHAM SAVINGS BANK ACCOUNT, OR USING ZELLE® WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SWEEPSTAKES ENTRY PERIOD: The Gorham Savings Bank Merry Money Sweepstakes (the “Sweepstakes”) begins at 12:00:01 AM Eastern Standard Time (“EST”) on Sunday, November 1, 2020 and ends at 11:59:59 PM EST on Thursday, December 31, 2020 (the “Sweepstakes Period”). The Financial Institution database clock will be the official timekeeping device for this Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who have reached the age of majority in their state of residence (18, except in AL & NE – 19 and MS, 21) at the time of entry and businesses that are located within the 50 United States including the District of Columbia. Void outside the U.S., and where prohibited by law and subject to all federal, state and local laws. Employees of Fidelity Information Services, LLC (the “Sponsor”) US Sweepstakes & Fulfillment Co (the “Administrator”) Gorham Savings Bank (the “Financial Institution”), and each of their respective subsidiaries, affiliates, advertising and promotion agencies (collectively, the “Sweepstakes Entities”), and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

ENTRY METHOD: There are two (2) ways to enter.

Method #1 Zelle® Transaction. To receive one (1) entry via the Zelle® Transaction method, an authorized account holder of Financial Institution will be required to send one (1) Zelle transaction to a recipient using Zelle within the online or mobile app offered by Gorham Savings Bank (the “Zelle® Transaction” method). Limit: one (1) Zelle® Transaction transaction per Zelle recipient. Mobile app Zelle transactions must be in the amount of \$5 or more. The date and time of the entry will be the date and time that the transaction is processed. Entries must be complete and received during the Sweepstakes Period to be entered into the drawing. Must have a bank account in the U.S. to use Zelle.

Method #2: Alternate Method of Entry (“AMOE”). To enter without using Zelle®, mail a postcard (the “Mail-In Entry”), including your name, complete address, email address and phone number to the following address to receive one (1) entry into the Sweepstakes:

The Gorham Savings Bank Merry Money Sweepstakes, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437.

Each Mail-In Entry must be mailed separately and must be postmarked between Sunday, November 1, 2020 and Thursday, December 31, 2020, and received by Thursday, January 7, 2021. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

Limit: Thirty (30) entries per person, regardless of method of entry. All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prize: One (1) Grand Prize will be available to be won. Grand Prize is \$1,000 that will be awarded in the form of check in the name of the confirmed winner.

The ARV of the Grand Prize is: \$1,000.00.

The total ARV of all prizes available to be won: \$1,000.00.

Odds of winning depend upon the total number of eligible entries received.

RANDOM DRAWING: The winner will be selected in a random drawing on or about **Thursday, January 14, 2021** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION: Grand Prize winner will be confirmed via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). The Releases will require the winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected.

Prize will be awarded within approximately 45 days after the winner is verified.

Noncompliance will result in disqualification and an alternate winner may be selected. If Releases are returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a separate random drawing.

PRIZE CONDITIONS: All expenses related to the acceptance or use of the prize are the sole responsibility of prize winner.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing.

Prizes are non-assignable or transferable. No substitution is permitted except if prize is

unavailable, in which case a prize of equal or greater value will be awarded. No exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Winner will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL: By participating entrants agree to these Official Rules and the decisions of US Sweepstakes & Fulfillment Company, Financial Institution, and the Sponsor, and release the Sponsor, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (collectively, "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right to cancel or modify the Sweepstakes in its sole discretion. The Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor may conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

NOTICE TO ONLINE ENTRANTS: In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the e-mail associated with the entry to Sponsor's satisfaction. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties

are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Florida. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS PROMOTION WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: By entering and providing the required entry information, entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants is subject to the Privacy Policy, which can be found at www.fisglobal.com/privacy.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see https://www.gorhamsavings.bank/wp-content/uploads/mm_2020_official_rules.pdf or send a self-

addressed, stamped envelope by January 14, 2021 to: **The Gorham Savings Bank Merry Money Sweepstakes** Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION: For a written confirmation of the winners (available after January 14, 2021), send a stamped, self-addressed envelope (no later than February 11, 2021), to: **The Gorham Savings Bank Merry Money Sweepstakes** Winner Confirmation Request, PO Box 25466, Rochester, NY 14625-0466.

SPONSOR: Fidelity Information Services, LLC, 601 Riverside Ave., Jacksonville, FL 32204.

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