

**M&T Bank 2024 Capture the Flag Scavenger Hunt ("Sweepstakes")  
Official Rules**

**NO PURCHASE, ACCOUNT OPENING, LOAN APPLICATION, DEPOSIT OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, NOR WILL IT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, META PLATFORMS, INC OR ANY META® PRODUCTS ("META"). BY PARTICIPATING, ENTRANT AGREES TO COMPLETELY RELEASE META FROM ANY AND ALL CLAIMS RELATING TO THE SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, ENTRANT'S USE OF META TO ENTER THE SWEEPSTAKES. ENTRANT FURTHER AGREES THAT, TO THE EXTENT THAT – AS DESCRIBED HEREIN – ENTRANT USES META TO ENTER THE SWEEPSTAKES, ENTRANT WILL USE META IN ACCORDANCE WITH ITS TERMS, CONDITIONS AND POLICIES.

1. **SWEEPSTAKES PERIOD.** The Sweepstakes will coincide with the 2024 NFL season, ending when the last Prize is found ("Sweepstakes Period").
2. **HOW TO ENTER.** One Prize (defined below) will be placed at each of four businesses in Western New York. To enter the Sweepstakes, follow the Instagram video clues and try to locate one of the Prizes. Limit of one Prize per eligible person. Sponsor reserves the right, at its sole discretion, to disqualify any Entrant.  
Entrant may enter the Sweepstakes through the M&T Bank Bills Instagram Page ([https://www.instagram.com/mtb\\_bills](https://www.instagram.com/mtb_bills)) by doing the following: (a) sign in to your Instagram account, or if you do not currently have an Instagram account, create one at Instagram.com and sign in to it, (b) visit the M&T Bank Bills Instagram Page ([https://www.instagram.com/mtb\\_bills](https://www.instagram.com/mtb_bills)), (c) locate the M&T Bank Bills Instagram posts marked as capture the flag. Four clues will be posted on Instagram at random throughout the season as part of the capture the flag series. The first fan to correctly guess the clue, arrive at the participating business and ask for the flag as part of the Capture the Flag Sweepstakes will win. The M&T Bills Instagram page will post once each flag has been captured.
3. **ELIGIBILITY.** The Sweepstakes is open only to individuals who are 18 years of age or older at the time of entry and are legal residents of one of the following New York Counties: Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, and Wyoming. Employees and contractors of Sponsor and its affiliates, and such persons' immediate family members (spouses, siblings, parents, children, grandparents, and grandchildren), whether living in the same household or not, and anyone living in the same household, whether related or not, are not eligible.
4. **WINNING ODDS.** The four Winners (each a "Winner") will be those who are first to enter the correct location and ask the employee for the "Billieve Together" flag, are verified as eligible by the Sponsor, provide such information (including name, address, contact information and tax identification number), and complete such verification and release forms as Sponsor requires. Odds of winning depend on the number of Entrants. All decisions of the Sponsor are final, binding, and non-negotiable.

5. **PRIZE.** Four Winners will each receive one “Billieve Together” flag, autographed by Keon Coleman (the “Prize”). Total retail value of all Prizes is \$20. Prizes will not be replaced if lost or stolen, and no Winner may substitute a Prize for its cash equivalent or for any other prize or merchandise. Sponsor reserves the right to replace any Prize with an article or service of equal or greater value at its sole discretion. All federal, state, and local taxes and any expenses relating to the receipt or use of the Prize are the sole responsibility of the Winner.
6. **GENERAL CONDITIONS.** Entrant accepts and agrees to abide by these Official Rules and all decisions of Sponsor and waives any right to claim ambiguity in these Official Rules. Sponsor reserves the right, in its sole discretion, to cancel, terminate, or suspend this Sweepstakes at any time without notice if causes beyond the control of Sponsor corrupt or impair the administration of the Sweepstakes.
7. **LIABILITY RELEASE INDEMNIFICATION.** Sponsor, its affiliates, and their employees, contractors, directors, shareholders and representatives (“Released Parties”) shall have no liability whatsoever and shall be released, discharged, indemnified and held harmless for any injuries, losses or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from participation in the Sweepstakes, including, without limitation, the use of the Prize. Without limiting the foregoing, the Sweepstakes and the Prize are provided “AS IS” without representation or warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages, or exclusion of the implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or conditions regarding these limitations and/or exclusions. Entrant understands and agrees that participation in the Sweepstakes is entirely at their own risk.
8. **PRIVACY.** Information collected from any Entrant will be used only for the Sweepstakes and to announce the Winners as set forth in these Official Rules. Such information will not be reused, sold or shared in any other manner by Sponsor unless an Entrant has requested to receive additional information and promotional material from Sponsor. Sponsor’s privacy policy is available at <https://www.mtb.com/help-center/policies/privacy-policy>.
9. **PUBLICITY.** By participating, Entrant grants Sponsor permission to use their name, address, city, state, photograph, videotape or any likeness, for advertising or publicity purposes without payment of additional consideration, except where prohibited by law.
10. **GOVERNING LAW.** These rules are governed by the laws of the State of New York without giving effect to conflicts of law rules.
11. **ARBITRATION.** Except where prohibited by law, as a further condition of participating in the Sweepstakes, Entrant agrees that (a) any and all disputes 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 final and binding arbitration in accordance with the Federal Arbitration Act (“FAA,” Title 9 of the United States Code) under the auspices of the American Arbitration Association (“AAA”); (b) the Federal Arbitration Act shall govern the interpretation, enforcement

and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. ENTRANT HAS A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION. IF ENTRANT DOES NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS PROMOTION, THEN, WITHIN 30 DAYS FROM THE DATE OF ENTRY, ENTRANT MAY OPT OUT OF THIS, AND ONLY THIS, PART OF THESE OFFICIAL RULES BY NOTIFYING THE SPONSOR OF SUCH OPT-OUT REQUEST BY PROVIDING WRITTEN NOTICE AND MAILING SUCH NOTICE TO: M&T BANK, REGULATORY SUPPORT, PO BOX 1468, BUFFALO, NEW YORK 14240-1468 (ATTN: ARBITRATION REJECTION). Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and Entrant further waives all rights to have damages multiplied or increased.

12. **WINNER LIST.** For a list of Winners, which shall be available after January 1, 2025, please send a self-addressed, stamped envelope by January 15, 2025 to: Capture the Flag Scavenger Hunt Winner List, M&T Bank, One Light Street, Baltimore, MD 21202.
13. **SPONSOR.** M&T Bank, One M&T Plaza, Buffalo, NY 14203.

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