

M&T Bank
2024 James Cook Cooler
Sweepstakes Rules
(the “Official Rules”)

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

THE SWEEPSTAKES IS GOVERNED BY THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES TO ABIDE BY THESE OFFICIAL RULES, INCLUDING ALL ELIGIBILITY REQUIREMENTS, AND UNDERSTANDS THAT THE RESULTS OF THE SWEEPSTAKES, AS DETERMINED BY THE SPONSOR AND ITS AGENTS, ARE FINAL IN ALL RESPECTS.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, META PLATFORMS, INC OR ANY META® PRODUCTS, INCLUDING INSTAGRAM® (“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. HOW TO ENTER: The M&T Bank 2024 James Cook Cooler Sweepstakes (the “Sweepstakes”) begins at 9:00 a.m. ET on December 30, 2024, and ends at 11:59:59 p.m. ET on January 3, 2025 (the “Sweepstakes Period”) and is comprised of one drawing, as set forth in these Official Rules. As used herein, each entry into the Sweepstakes will be referred to as an “Entry” and each person who submits an Entry into the Sweepstakes will be referred to as an “Entrant.”

Entrant may enter the Sweepstakes through the M&T Bank Bills Instagram page (https://www.instagram.com/mtb_bills) by doing the following, the completion of which will comprise one Entry: (a) sign in to your Instagram account, or if you do not currently have an Instagram account, create one at [instagram.com](https://www.instagram.com) and sign in to it, (b) visit the M&T Bank Bills Instagram page (https://www.instagram.com/mtb_bills), (c) follow the M&T Bank Bills Instagram page, (d) locate the M&T Bank Bills Instagram post corresponding to the Sweepstakes, and (e) follow the directions in the post to enter.

Limit one Entry per person. Any attempt to submit an Entry other than as described herein is void. The Sponsor and Administrator have no obligation to advise an Entrant of an incomplete or otherwise non-compliant Entry. The Sponsor and Administrator are not responsible for lost, late, invalid, unintelligible, incomplete, garbled or misdirected Entries, which will be disqualified.

Entries must be received during the Sweepstakes Period, as determined by the time that Instagram indicates the Entry was received. DO NOT INCLUDE, in your post, images or audio/video clips. The Sponsor reserves the right to delete and/or disqualify any Entry that does not follow the directions in the Sweepstakes post or that contains objectionable language or other objectionable material as determined by Sponsor in its sole discretion. Entrant understands that these Entries will be collected by and through Instagram. In the event of a dispute as to any Entry, the authorized account holder of the Instagram account used to enter will be deemed to be the Entrant. (The “authorized account holder” is the

natural person assigned the Instagram account. Potential winners may be required to show proof of being the authorized account holder.)

2. **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 Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Vermont, Virginia, Washington DC, or West Virginia. Employees and contractors of Sponsor, Administrator, and their affiliates ("Sweepstakes Entities"), 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.

3. **DRAWING:** One drawing will be held on January 6, 2025. All eligible Entries will be entered into the drawing. Pursuant to the drawing, one potential Winner will be randomly selected from among all valid Entries. No Entrant can win more than one Prize in this Sweepstakes.

4. **PRIZES:** One prize (the "Prize") of an Igloo® Latitude 90 Quart Rolling Cooler signed by James Cook, with an approximate retail value ("ARV") of \$120 will be awarded in this Sweepstakes. Winner may not substitute the Prize for its cash equivalent. Sponsor reserves the right to replace the Prize with any article or service of similar or greater value at its sole discretion. The Prize may not be assigned or transferred. The odds of winning depend on the number of eligible Entries received. Winner is responsible for all applicable federal, state and local taxes and any other fees or costs associated with winning and/or accepting the Prize. Winner may be issued an IRS Form 1099 for the value of the Prize and is advised to seek independent tax advice regarding the tax implications of accepting the Prize.

5. **NOTIFICATION:** On or about January 6, 2025, the potential Winner will be notified via Instagram Message. Entrant is responsible for monitoring his/her Instagram account for notification that he or she is a potential Winner or for other communications related to this Sweepstakes. If a potential Winner does not respond to the Winner notification within 24 hours, or if any notification is returned as undeliverable, that potential Winner shall forfeit the Prize. Upon the request of the Sponsor, the potential Winner may be required to return an Affidavit of Eligibility and Liability Release which includes a substitute W-9 form. If a potential Winner fails to comply with these Official Rules, such potential Winner will be disqualified. If a potential Winner forfeits their Prize or is disqualified, an alternate potential Winner will be selected in a random drawing from among all remaining eligible Entries. One properly claimed Prize will be awarded. In the event more Winner notifications are issued, or more Prize claims are received, than set forth in these Official Rules due to computer, printing, human or other error or problem, a random drawing will take place from among all such Entries for the Prize at issue (or from among all persons so notified) to award the Prize as set forth in these Official Rules. Inclusion in such random drawing shall be each Entrant's sole and exclusive remedy under such circumstances.

6. **CERTAIN ADDITIONAL CONDITIONS:** Sweepstakes Entities are not responsible for (a) technical, hardware, software or telephone malfunctions or incompatibility; (b) unavailable, congested or lost network connections; (c) incomplete, garbled or delayed computer transmissions, whether caused by Sweepstakes Entities, users or by any of the equipment or programming associated with or utilized in the Sweepstakes; (d) human-processing error; (e) printing, typographical or other errors or omissions in these Official Rules or in any Sweepstakes materials; (f) other errors or problems of any kind whether mechanical, human, technical, network, or electronic; or (g) fraud, theft, destruction, loss, non-delivery, or unauthorized access to, or alteration of, Entries.

Entrant assumes all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted. Entrant agrees to be bound by these Official Rules and the decisions of Sponsor and to waive

any right to claim ambiguity in these Official Rules. The Sweepstakes Entities 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 the participation and/or entry in the Sweepstakes, including, without limitation, the winning and/or use of the Prize, and Entrant agrees to sign any documents that the Sponsor or Administrator may request to evidence this release. 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 aforementioned limitations or exclusions may not apply. Check local laws for any restrictions or conditions regarding these limitations and/or exclusions.

Sponsor may prohibit individuals from participating in Sweepstakes and disqualify Entrants if they (a) attempt to enter the Sweepstakes through any means other than as described in these Official Rules; (b) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules in any way; or (c) repeatedly show a disregard for the Official Rules or act in an unsportsmanlike manner or with an intent to annoy, abuse, threaten or harass any other Entrant, potential Entrant or Sweepstakes Entities. At its sole discretion, Sponsor may disqualify any person whom it considers to have intentionally violated these Official Rules or any element of the Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate this Sweepstakes (or any portion thereof) should any computer virus or bug, fraud, non-authorized human intervention, or any other causes, including but not limited to pandemic (including but not limited to any and all associated federal, state or local restrictions resulting therefrom), weather, war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of this Sweepstakes and, in the event of termination, at its discretion, may select one or more Winners from among all eligible, non-suspect Entries received as of the date of the event requiring such termination.

7. **PRIVACY.** Information collected from any Entrant will be used only for the Sweepstakes (including, without limitation, the drawings performed by the Administrator) and, in the case of the Winner, to notify and announce the Winner as set forth in these Official Rules. Such information will not be reused, sold or shared in any manner by Sponsor unless 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>.

8. **PUBLICITY:** By participating, each Entrant grants Sponsor permission to use his/her name, address, city, state, photograph, videotape or any likeness, and the content of his or her Entry, for advertising or publicity purposes without payment of additional consideration, except where prohibited by law.

9. **APPLICABLE LAW:** These rules are governed by the laws of the State of New York without giving effect to conflicts of law rules.

10. **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 attorney's fees, and Entrant further waives all rights to have damages multiplied or increased.

11. WINNER LIST: To receive notification of the identity of the Winners, which shall be available after January 6, 2025, please send a self-addressed, stamped envelope by January 31, 2025 to: M&T Bank 2024 James Cook Cooler Sweepstakes Winner List, c/o Emily Ersing, One M&T Plaza, 4th Floor, Buffalo, NY 14203.

12. SPONSOR: M&T Bank, One M&T Plaza, Buffalo, New York 14203-2399.

13. ADMINISTRATOR: Crowley Webb, 268 Main Street, Suite 400, Buffalo, NY 14203

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