

# Days of Giving Official Sweepstakes Rules

## OFFICIAL RULES

NO PURCHASE, PAYMENT OR LAKELAND BANK ACCOUNT IS NECESSARY TO WIN OR ENTER THE SWEEPSTAKES. OPENING UP AN ACCOUNT WITH LAKELAND BANK OR MAKING A PURCHASE FROM LAKELAND BANK WILL NOT INCREASE YOUR CHANCES OF WINNING. EACH ENTRY WILL HAVE AN EQUAL CHANCE OF WINNING. ODDS OF WINNING DEPEND UPON NUMBER OF ENTRIES. ONE ENTRY PER PERSON.

### 1. Sponsor.

Lakeland Bank ("Lakeland") is the sponsor of the sweepstakes ("Sweepstakes"). Lakeland's main address is: 250 Oak Ridge Road, Oak Ridge, New Jersey. These Official Rules ("Rules") govern the Sweepstakes being conducted by Lakeland between on Monday, April 29, 2019 at or about 12:00 a.m. ET and ending on Monday, May 20, 2019 at or about 11:59 p.m. ET, at the dates and times specified herein ("Sweepstakes Period"). In the event of a conflict between these Rules and any other printed information regarding the Sweepstakes, these Rules shall govern.

### 2. Eligibility Requirements.

The Sweepstakes is open only to legal residents of New Jersey, New York and Pennsylvania who are at least 18 years of age at the time of entry. Officers, employees, and directors of Lakeland and their parent, subsidiary and affiliate companies, and members of their immediate family (i.e., spouse, parents, siblings and children) and household, are not eligible to participate in the Sweepstakes. By entering this Sweepstakes, Entrants (defined below) accept and agree to be unconditionally bound by these Rules and the decisions of Lakeland, which shall be final and binding on all Entrants. Sweepstakes is void where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

Recipient charities must be a 501(c)(3) organization as determined by the IRS and must reside or do business within New Jersey or New York. Lakeland Bank reserves the right to verify nonprofit eligibility and/or reject ballots.

**3. How to Enter.** To participate in the Sweepstakes, a person (each, an "Entrant") may cast one vote nominating a local non-profit to be the recipient of the Sweepstakes prize outlined below. Votes must be cast via the Sweepstakes online survey at: <https://rs.clickrsvp.com/s3/Lakeland-DaysOfGiving> ("Survey Entry").

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## 4. Sweepstakes Prize Drawings.

### (a) Prize Drawings.

Lakeland or its agent(s) will draw at random five (5) Winners from qualified Entries received during the Sweepstakes Period ("Winners") on or about 12:00pm on Tuesday May 21, 2019. The Winners selected will each be awarded one (1) \$1,000 cash prize ("Prize").

## 5. Winner Selection and Notification.

### (a) Selection and Notification.

Five (5) Winners will be selected (as described above) from among the qualified Entries (i.e., Entries not disqualified by Lakeland under these Rules). The Winners need not be present to obtain a Prize. Lakeland will make a "reasonable" effort to notify each winner by telephone within seven (7) business days of the drawing at (i) the telephone number listed on the Survey Entry (ii) the telephone number listed on the non-profit's official website. If a telephone number on file for the winning non-profit is not current, or Lakeland is unable to contact the winner after making "reasonable" efforts (in Lakeland's sole and absolute discretion), the Entry will be disqualified and Lakeland will choose an alternate winner from among the remaining qualified Entries.

"Reasonable" effort to contact a winner shall include only (a) direct telephone conversation with the winner; and/or (b) delivery of one (1) voice message to (i) the voicemail at the telephone number on file for the Survey Entry, or (ii) the voicemail at the telephone number listed on the non-profit's official website. Lakeland shall have no responsibility to: (c) have more than one (1) direct telephone conversation with the winner; (d) leave more than one (1) voicemail message for the winner as indicated above; (e) send a text message, email message, letter or other form of communication to the winner; or (f) conduct any independent research to locate contact information for the winner. Winners will have thirty (30) days following notification by Lakeland to claim their Sweepstakes Prize. In the event that a winner fails to claim his/her Sweepstakes Prize within this thirty (30) period, the winner shall forfeit his/her Sweepstakes Prize and Lakeland will choose an alternate winner from among the remaining qualified Entries.

### (b) Alternate Winner.

In the event that a winner is disqualified for any reason under these Rules (in Lakeland's sole and absolute discretion), or a winner forfeits his/her Sweepstakes Prize by failing to claim it or otherwise, Lakeland will select an alternate winner by random drawing from among all remaining eligible Entries. Lakeland will only hold two (2) alternate drawings for each Sweepstakes Prize. If no Sweepstakes Prize is awarded after the second alternate drawing, the Sweepstakes Prize will not be awarded.

(c) All Winners must execute an Affidavit and Release ("Affidavit") before receiving the Sweepstakes Prize. In the event that a winner refuses to execute the Affidavit or does not execute the Affidavit within the thirty (30) days following notification of the Sweepstakes Prize, the winner shall forfeit his/her Sweepstakes Prize and Lakeland will choose an alternate winner from among the remaining qualified Entries.

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(d) Decisions of Lakeland with respect to the Sweepstakes are final and binding on all Entrants (whether qualified or disqualified).

## **6. General Rules and Conditions.**

(a) Entries.

Entrants may cast only one vote via online Survey Entry.

(b) Eligible Recipient Charities.

Recipient charities must be a 501(c)(3) organization as determined by the IRS and must reside or do business within New Jersey or New York. Lakeland Bank reserves the right to verify nonprofit eligibility and/or reject ballots.

(c) Other Exclusions.

A non-profit winner (or alternative winner) is **not eligible** to win more than one \$1,000 Prize.

(d) Taxes.

The value of each Sweepstakes Prize may be reported by Lakeland to the applicable tax authority or agency and may be taxable as income to the Sweepstakes Prize winner. Winner(s) are solely responsible for all applicable federal, state and local taxes assessed on their Sweepstakes Prize. Lakeland, its parent, affiliates, subsidiaries, directors, officers, employees, shareholders, representatives and/or agents, specifically disclaim any obligation with regard to any winner's tax obligations associated with any Sweepstakes Prize.

(e) Limitations of Liability.

By entering the Sweepstakes, each Entrant (whether qualified or disqualified) agrees to hold harmless and indemnify Lakeland and its parent, affiliates, subsidiaries, directors, officers, employees, shareholders, representatives and/or agents from any liability of any kind arising in any manner from participation in the Sweepstakes, or the acceptance, receipt, possession, or use/misuse of the Sweepstakes Prize, including any and all claims relating to Lakeland's decision to disqualify an Entrant or an Entry. Lakeland, its parent, affiliates, subsidiaries, directors, officers, employees, shareholders, representatives and/or agents shall not be liable to any party whatsoever for any negligence, claims, liability, injury, loss, or damages or any kind or type, in whatever form or manner claimed, of any Entrant (whether qualified or disqualified) and/or winner(s) arising from, or in connection with, any Entrant's participation, acceptance, receipt, possession, or use/misuse of Sweepstakes Prize(s) awarded, or the participation in, qualification for or disqualification from, this Sweepstakes. Lakeland, its parent, affiliates, subsidiaries, directors, officers, employees, shareholders, representatives and/or agents shall not be liable to any party whatsoever for any incorrect or inaccurate information, whether caused by tampering, hacking, or by use or malfunction of any of the equipment or programming associated with the Sweepstakes. Sweepstakes Prizes may not be substituted, assigned, transferred, or redeemable for cash by the winner(s).

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(f) Publicity Authorization.

By participating in the Sweepstakes, all Entrants, including winner(s), agree to permit Lakeland to utilize his/her name, Entry, testimonial content of each Entry (if any), and likeness (if applicable) in promotional and other Lakeland materials, without notice, additional compensation or permission, except where prohibited by law.

(g) Authority to Contact.

By participating in the Sweepstakes, each Entrant agrees to permit Lakeland to contact them, at the telephone provided, for marketing purposes.

(h) Disputes.

(i) In the event of disputes between Entrants, Winners (whether qualified or unqualified) and Lakeland:

(A) Arbitration. Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes or any Sweepstakes Prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and shall be held at the AAA regional office, or a location designated by the AAA, within or nearest to Passaic County, New Jersey; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and by their participation, Entrant hereby waives all rights to claim or pursue, punitive, incidental, or consequential damages, or any other damages, including attorney's fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased under any legal theory, statute or precedent.

(B) Choice of Law. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, the administration of the Sweepstakes, or the rights and obligations of any Entrant and Lakeland in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the New Jersey, without regard to choice of law rules.

(i) Other.

(i) If for any reason this Sweepstakes cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Lakeland reserves the right to cancel, terminate or modify the Sweepstakes. If the Sweepstakes is terminated before the original, stated end date, Lakeland reserves the right to select the Winners by random drawing from among all eligible non-suspect Entries received as of the termination time/date or otherwise modify the procedure for selecting Winners.

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(ii) Lakeland, in its sole discretion, reserves the right to disqualify any person or Entrant tampering with the entry process or the operation of the Sweepstakes. Failure to comply with the rules of the Sweepstakes may result in an Entrant's disqualification and/or forfeiture of any Sweepstakes Prize. If Lakeland makes a determination that an Entrant has cheated or committed fraudulent activity in connection with a Sweepstakes, Lakeland reserves the right to disqualify that Entrant from entering and/or winning future Sweepstakes and to prosecute and seek damages to the fullest extent permitted by law.

(iii) Lakeland reserves the right to make changes in the rules of the Sweepstakes, including, without limitation, the substitution of a Sweepstakes Prize of reasonably equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of Lakeland, any competition or Sweepstakes Prize-related event or travel is delayed, rescheduled, postponed or cancelled, Lakeland reserves the right, but not the obligation, to cancel or modify the Sweepstakes and shall not be required to award a substitute Sweepstakes Prize.

(iv) Lakeland is not responsible for typographical or other errors in the printing, the offering or the administration of the Sweepstakes or in the announcement of a Sweepstakes Prize.

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