

## SUNMARK SUMMER OF KINDNESS OFFICIAL RULES:

NO PURCHASE OR PAYMENT OR MEMBERSHIP OF ANY KIND IS NECESSARY TO ENTER OR BE SELECTED TO PARTICIPATE. Purchase or Membership will not improve chances of being selected. Odds of being selected depend on number of entries received and the number of projects undertaken.

The Sunmark Credit Union Summer of Kindness Promotion (“the Promotion”) is sponsored by Sunmark Credit Union (“Sunmark CU”) and Beekman 1802 (“Beekman”). This Promotion is governed by these Official Rules (“Official Rules”). Sunmark CU and Beekman shall be entitled to interpret these Official Rules as needed – including but not limited to rules regarding entries, deadlines, project selection, and eligibility – and all of its decisions are final. By participating in the Promotion, you agree to abide by all of these Official Rules and waive any right to claim ambiguity in these Official Rules or any other Promotion-related advertising or materials. The Promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law.

1. Eligibility. THIS PROMOTION IS OPEN ONLY TO LEGAL U.S. RESIDENTS WHO ARE AGE 12 OR UNDER. IF YOU DO NOT MEET THESE ELIGIBILITY REQUIREMENTS, OR ANY OTHER REQUIREMENTS IN THESE OFFICIAL RULES AS OF ENTRY DATE, YOU ARE NOT ELIGIBLE TO PARTICIPATE OR BE SELECTED. To be eligible to be selected, entries must be completed and received by SUNMARK CU in the manner and format designated below. The immediate families (defined as spouse, parents, siblings or children) and households (defined as all persons residing together in a single residence, whether or not related) of employees and volunteers of SUNMARK CU and BEEKMAN are eligible to enter, but the fact of their relation to said employees or volunteers will not be taken into consideration when the committee is selecting entries for the Promotion. Sunmark CU has the right to verify the eligibility of each entrant.

2. Promotion Period. The Promotion starts on APRIL 1, 2023 and ends on AUGUST 31, 2023 (the "Promotion Period"). All entries must be received during the Promotion Period to be eligible to participate and to be selected. Sunmark CU and Beekman reserves the right to shorten or extend the Promotion at their discretion.

3. How to Enter. During the Promotion Period (1) complete a Summer of Kindness Submission Form (the “Submission”) (2) complete the contact information on the form (3) submit the form by dropping it off at any Sunmark Branch Location (excluding Albany-VA Medical Center, Owens Corning, and Price Chopper Headquarters locations) or by emailing a copy of the form to [kindness@sunmark.org](mailto:kindness@sunmark.org).

Sunmark CU may display all Submissions on the Sunmark CU Facebook page. By submitting your Submission, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions listed below (collectively, the “Guidelines and Restrictions”) and that Sunmark CU, in its sole discretion, may remove your Submission and disqualify you from the Promotion if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions. By uploading your Submission, in addition to rights granted below,

you: (a) grant to Sunmark CU all rights necessary to display your Submission on Sunmark CU's Web site and Sunmark CU's Facebook page; (b) hereby waive any creative rights in your Submission; (c) represent and warrant that your Submission and its use as contemplated in these Official Rules does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights. Entries will not be accepted via any other method.

#### Content Restrictions:

- The Submission must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights;
- The Submission must not disparage any person or entity;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, and/or defamatory;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

For All Submissions: Entries must include a valid e-mail address and phone number for the parent/guardian. Sunmark CU is not responsible for electronic communications that are undeliverable as a result of any form of passive or active filtering of any kind.

By entering a Submission, entrant grants to Sunmark CU and Beekman (and Sunmark CU's and Beekman's licensees and assigns) a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, and otherwise exploit the Submission in all media now known or hereafter devised in any way Sunmark CU or Beekman sees fit including, but not limited to, entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, Sunmark CU and Beekman (and Sunmark CU's and Beekman's licensees and assigns) shall also have the irrevocable right to incorporate Submissions, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any necessary documentation that may be required for Sunmark CU or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

Entrants who fail to provide any required information may be disqualified without further notification by Sunmark CU or Beekman. Sunmark CU and Beekman reserves the right to disqualify any entry at any time that in its opinion does not comply with these Official Rules. Entries become the property of Sunmark CU and Beekman and will not be returned or acknowledged. Proof of submission will not be deemed proof of receipt by Sunmark CU.

4. Selection and Notification. A panel determined by Sunmark CU and Beekman in their discretion, (the “Panel”) will review and select the entries. The number of entries selected will be determined by the panel. The parent/guardian listed on the submission will be contacted once the submission is selected. Arrangements will be made at that time for the collaboration on the project and the delivery of the “Kindness Bag” provided by Beekman.

5. No Facebook Endorsement. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc. Any information you provide in connection with the promotion is to Sunmark CU, Beekman, and/or their administrators and not to Facebook. The information you provide will only be used for administration of the promotion and as otherwise set forth in these Official Rules. Any questions you have about the promotion must be directed to Sunmark CU and not to Facebook.

6. Use of selected entrants’ Name, Likeness, etc. Except where prohibited by law, entry into the promotion constitutes permission to use winner's name, Facebook name, likeness, persona, hometown, and/or Prize information in all media now known or later devised in perpetuity for all purposes Sunmark CU and/or Beekman deems appropriate - including, without limitation, for promotional and publicity purposes - without further permission or compensation. As a condition of being awarded any Prize, except where prohibited by law, winner may (in Sunmark CU and Beekman’s discretion) be required to execute a written consent, confirming Sunmark CU/Beekman’s right to use such winner’s name, Facebook name, likeness, persona, hometown, and/or Prize information without further permission or compensation.

7. Affidavit and Release. As a condition of being selected, entrant may (in Sunmark CU's and Beekman’s discretion) be required to execute and deliver to Sunmark CU a signed affidavit of eligibility, acceptance of these Official Rules, release of liability, and any other legal, regulatory, or tax-related documents required by Sunmark CU or Beekman.

8. Selected Entry List; Rules Request. For the list of selected entries or to obtain a copy of these official rules, send an email to: [kindness@sunmark.org](mailto:kindness@sunmark.org) or mail a SASE to: Sunmark CU, 1187 Troy Schenectady Road, Latham, NY 12110, specifying either “Selected Entries List” or “Official Rules” (Selected entries list will be available after October 15, 2022.)

9. Entrant's Personal Information: Information collected from entrant is subject to Sunmark CU’s Privacy Policy located at [sunmark.org/about/privacy-policy/](https://sunmark.org/about/privacy-policy/) and which may be updated from time to time. Unless the opt-out box on the submission form is checked, Beekman reserves the right to add the parent/guardian name, phone number, and email address to their mailing list to receive information on Beekman products and promotions in the future.

10. Disclaimer. By entering, each entrant agrees that Sunmark CU, Beekman, Facebook, Inc., any other company involved in the development or administration of this Promotion, and a range of subsidiaries, agents, agencies, affiliates, franchisees, promoters, prize suppliers, officers, directors, employees and related persons (collectively, the “Released Parties”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) technical failures of any kind, including telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (c) any

Promotion disruptions, injuries, losses or damages caused by events beyond the control of Sunmark CU or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.

11. LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES. BY ENTERING THE PROMOTION AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR AND WILL BE HELD HARMLESS BY YOU AGAINST ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, REDEMPTION, USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE PROMOTION, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF ANY PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE PROMOTION, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

12. Miscellaneous. The Promotion and these Official Rules will be governed, construed, and interpreted under the laws of the state of New York. Sunmark CU and Beekman reserves the right to change these Official Rules at any time, in their discretion, and to suspend or cancel the Promotion or any entrant's participation in the Promotion should the security, administration, fairness and/or operation of the Promotion be corrupted or impaired by any cause beyond Sunmark CU or Beekman's control, in which event all submissions will be selected via the selection process outlined in these Official Rules, from among all eligible entries received prior to cancellation. Notwithstanding the foregoing, Sunmark CU and Beekman reserves the right to amend, modify, or cancel the Promotion at any time without notice. Entrants who violate these Official Rules; violate any law, rule, or regulation in connection with participation in the Promotion; tamper with the operation of the Promotion or engage in any conduct that is

detrimental or unfair to Sunmark CU, Beekman, the Promotion, or any other entrant (in each case as determined in Sunmark CU's sole discretion) are subject to disqualification from entry into the Promotion. Sunmark CU reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. Sunmark CU and Beekman reserves the right to correct any typographical, printing or clerical errors in any promotion-related materials. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

16. Promotion Sponsor: Sunmark Credit Union, 1187 Troy Schenectady Road, Latham, NY 12110. Beekman 1802, 200 Harborside Drive, 4<sup>th</sup> Floor, Schenectady, New York 12305.

Any questions regarding this Promotion or the Official Rules should be directed to [kindness@sunmark.org](mailto:kindness@sunmark.org)