

SUNMARK CREDIT UNION PHOTO CONTEST OFFICIAL RULES:

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. Purchase will not improve chances of winning. Odds of winning depend on number of entries received.

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

1. Eligibility. THIS PHOTO CONTEST IS OPEN ONLY TO LEGAL U.S. RESIDENTS WHO ARE AT LEAST AGE 18 (OR THE AGE OF MAJORITY UNDER APPLICABLE LAW). 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 WIN A PRIZE. In addition, entrants must have Internet access, an existing Facebook account and a valid e-mail account prior to entry. To be eligible to win a prize, entries must be completed and received by SUNMARK CU in the manner and format designated below. Employees and volunteers of SUNMARK CU, and the members of their 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) are not eligible to enter or win any prizes. Sunmark CU has the right to verify the eligibility of each entrant. Grand prize winner must meet Sunmark CU basic eligibility requirement to bank with us. Any one of the following fulfills this basic eligibility requirement: You live, work, worship, attend school, own a business, or volunteer in Albany, Rensselaer, Saratoga, Schenectady, Schoharie, Westchester, Columbia and Montgomery counties. You're employed by one of Sunmark's Community Business Partners or you are an immediate family member of someone who is a member or who is eligible for Sunmark membership.

2. Contest Period. The Contest starts on JULY 10, 2023 at 12 AM Eastern Standard Time ("EST") and ends on AUGUST 31, 2023 at 11:59pm EST (the "Contest Period"). All entries must be received during the Contest Period to be eligible to participate and to win a prize. Sunmark CU's computer is the official time-keeping device for the Contest. Sunmark CU reserves the right to shorten or extend the Contest at their sole discretion.

3. How to Enter. During the Contest Period (1) visit the Sunmark CU Facebook page at www.Facebook.com/SunmarkCU or <http://www.sunmark.org>; and (2) follow the instructions on how to submit your entry (the "Submission"). Sunmark CU may display all Submissions on the Sunmark CU Facebook page. By uploading 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 Contest 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 so-called moral (e.g., creative rights) in your Submission; (c) represent and warrant that you have the right to grant the rights granted in these Official Rules; and (d) 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. Once an entry receives 30 votes, it will be included in the judging process.

Submission Guidelines:

The Submission must be a digital photo;

The Submission must be entrant's original creation and owned one hundred percent (100%) by the entrant;

The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means; and

The Submission must demonstrate one of the following contest themes ("Contest Themes"):

- 1) Photo of a favorite NEW YORK STATE location
- 2) PHOTOS MUST NOT CONTAIN PEOPLE INCLUDING CHILDREN OR PETS AS THE MAIN SUBJECT/FOCUS OF THE PHOTO. PHOTOS WITH PEOPLE, CHILDREN OR ANIMALS WILL BE ENTERED AT THE DISCRETION OF THE OFFICIAL JUDGE

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: You may submit no more than a total of one Submission during the Contest Period. Additional entries received from any such person will be subject to disqualification. Entries must include a valid e-mail address for the entrant. 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.

Entrant must have signed permission from all individuals (parents/legal guardian of children, if featured and if not your own) that appear in the Submission to use their name and image in the Submission and to grant the rights set forth herein. If requested by Sunmark CU, entrant must

be able to provide such permissions in a form acceptable to Sunmark CU. By entering a Submission, entrant grants to Sunmark CU (and Sunmark CU'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, throughout the universe, in any way Sunmark CU 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 Sunmark CU'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. Sunmark CU reserves the right in its sole discretion 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 will not be returned or acknowledged. Proof of submission will not be deemed proof of receipt by Sunmark CU.

4. Selection and Notification of Winner. A panel of judges, determined by Sunmark CU in its sole discretion, (the "Judging Panel") will select twelve (12) Submissions as prize winners and (1) GRAND PRIZE winner from photos that receive 30 votes on OR BEFORE September 5, 2023, or within a reasonable time thereafter. Selection of the winning Submission by Sunmark CU will be based on the following criteria ("Judging Criteria"): (a) how creative it is; (b) how well it fits the contest themes; and (d) the quality of the submission. All winners will be notified on or about September 23, 2023 by email. To claim the prize, the winner(s) should follow the instructions contained in his or her notification.

5. Identity of Entrant. In the event of a dispute as to the identity or eligibility of a winner based on a Facebook account or e-mail address, the entry will be deemed made by the "Authorized Account Holder" of the Facebook account or e-mail address used for entry. The Authorized Account Holder is the natural person who is assigned to the e-mail address or Facebook account by the relevant Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the corresponding domain or by Facebook. The potential winner may be required to provide Sunmark CU with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

6. Prize- Twelve (12) photo winners will receive a Sunmark prize pack and have their photo appear in the pages of the 2024 Sunmark Member Calendar. Additionally, one (1) Grand Prize winner will also have their photo appear as the cover photo of the Sunmark 2023 calendar and a \$250.00 Visa Gift card. WINNER ASSUMES SOLE RESPONSIBILITY FOR ALL EXPENSES AND INCIDENTAL COSTS ASSOCIATED WITH THE PRIZE NOT EXPLICITLY OUTLINED ABOVE, INCLUDING WITHOUT LIMITATION, ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE. If the Prize is returned as undeliverable or otherwise not claimed within ten (10) days after delivery of notification, the Prize will be forfeited and awarded to an alternate winner selected by the Judging Panel from all of the remaining eligible entries that meet the Judging Criteria. The Prize is non-transferable. No substitutions or cash equivalent of the prize will be permitted, except that Sunmark CU reserves the right to substitute a prize of comparable or greater value for the Prize. The prize is awarded

"AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The Prize will be fulfilled approximately four (4) to six (6) weeks after notification of the Prize winner.

7. Selection of Prize. Actual model, color, accessories, and features of the Prize shall be selected by Sunmark CU, in its sole discretion, and may vary from photos used in print, Sunmark CU advertising, and in electronic and web banner advertising including the Sunmark CU web site.

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

9. Use of Winner's Name, Likeness, etc. Except where prohibited by law, entry into the contest constitutes permission to use winner's name, Facebook name, likeness, persona, hometown, and/or Prize information in all media now known or later devised throughout the universe in perpetuity for all purposes Sunmark CU 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's sole discretion) be required to execute a written consent, confirming Sunmark CU's right to use such winner's name, Facebook name, likeness, persona, hometown, and/or Prize information without further permission or compensation.

10. Affidavit and Release. As a condition of being awarded any Prize, winner may (in Sunmark CU's sole 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 in its sole discretion.

11. Winner List; Rules Request. For the Winner's List or to obtain a copy of these official rules, send an email to: contest@sunmark.org or mail a SASE to: Sunmark CU, 1187 Troy Schenectady Road, Latham, NY 12110, specifying either "Winner's Name" or "Official Rules" (winner's name will be available after October 15, 2019).

12. Entrant's Personal Information: Information collected from entrant is subject to Sunmark CU's Privacy Policy located at sunmark.org/disclosures/ and which may be updated from time to time.

13. Disclaimer. By entering, each entrant agrees that Sunmark CU, Facebook, Inc., any other company involved in the development or administration of this Contest, 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 Contest 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 Contest.

14. LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES. BY ENTERING THE CONTEST 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 CONTEST, 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 CONTEST 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 CONTEST OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST. 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 CONTEST, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

15. Miscellaneous. The Contest and these Official Rules will be governed, construed, and interpreted under the laws of the state of New York. Sunmark CU reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should the security, administration, fairness and/or operation of the Contest be corrupted or impaired by any cause beyond Sunmark CU's control, in which event all Prizes will be awarded via the judging process outlined in these Official Rules, from among all eligible entries received prior to cancellation. Notwithstanding the foregoing, Sunmark CU reserves the right to amend, modify, or cancel the Contest at any time without notice. Entrants who violate these Official Rules; violate any law, rule, or regulation in connection with participation in the Contest; tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sunmark CU, the Contest, or any other entrant (in each case as determined in Sunmark CU's sole discretion) are subject to disqualification from entry into the Contest. 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 Contest. Sunmark CU 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. Contest Sponsor: Sunmark Credit Union, 1187 Troy Schenectady Road, Latham, NY 12110.

Any questions regarding this Contest or the Official Rules should be directed to marketing@sunmark.org