

OFFICIAL RULES FOR THE 2020 M&T BANK BUFFALO BILLS "PREDICT THE PICK" PROMOTION

NO PURCHASE, ACCOUNT OPENING, LOAN APPLICATION, DEPOSIT OR PAYMENT IS NECESSARY TO ENTER OR WIN, NOR WILL IT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THE PROMOTION IS GOVERNED BY THESE OFFICIAL RULES (THE "RULES"). BY PARTICIPATING, EACH ENTRANT AGREES TO ABIDE BY THESE RULES, INCLUDING THE ELIGIBILITY REQUIREMENTS, AND UNDERSTANDS THAT THE RESULTS, AS DETERMINED BY THE SPONSOR AND/OR THE ADMINISTRATOR, AND THEIR RESPECTIVE AGENTS, ARE FINAL IN ALL RESPECTS.

1.) **GENERAL RULES AND METHODS OF ENTRY:** This Promotion will begin at 12:00 p.m. ET on Wednesday, March 4, 2020 and will end at 11:59 p.m. ET on Monday, April 20, 2020 (the "Promotion Period"). During the Promotion Period, there will be two methods for entrants ("Entrants") to enter. The following methods of entry are referred to herein as "Entry Methods":

- A. Entrants may enter by logging onto buffalobills.com/predictthepick and following the on-screen instructions. When completing an entry via this online Entry Method, Entrants will be asked to provide their full name and email address (among other information).
- B. Entrants may also enter by detaching the copy of the Questionnaire that is attached to these Rules as "Attachment A" and completing the Questionnaire by using black or blue ink, including completing the information listed on the top of the Questionnaire, then sending the completed Questionnaire in an envelope with proper postage, to: Pegula Sports and Entertainment, Attn: Predict the Pick, 79 Perry Street, STE 400, Buffalo, NY 14203. All Questionnaires completed using this mail-in Entry Method must be legible, complete and received prior to the end of the Promotion Period to be considered eligible. Only one Entrant name on each completed Questionnaire and one Questionnaire per envelope are allowed.

Except as described in Section 4 below, to be eligible for any of the below-described random drawings, Entrants must correctly predict whom the Bills selected with their first selection of the 2020 NFL Draft (the "Draft").

2.) **CONDITIONS:** Entrants must be 18 years of age or older as of the day they complete their Entry (by either of the Entry Methods) and must be legal residents of the State of New York. Limit one entry per person. Entries that are late, incomplete or inaccurate, illegible, lost, or damaged are void. By entering, Entrants acknowledge compliance with these Rules, including (without limitation) all eligibility requirements. Entries become the property of M&T Bank (the "Sponsor") and the Buffalo Bills (the "Administrator") and will not be acknowledged nor returned. Neither Sponsor, Administrator, nor their respective officers, directors, shareholders, employees and/or agents are responsible for incorrect or inaccurate transcription of entry information. Entry materials that have been tampered with or altered are void. Sponsor and Administrator reserve the right, in their discretion, to cancel, modify, or suspend the Promotion should technical or other occurrences beyond the control of the Sponsor and/or Administrator compromise its administration, security, or proper play.

3.) **PRIZES:** Except as described below, 26 prizes (the "Prizes") will be awarded as part of the Promotion. Except as described below, there will be one grand prize (the "Grand Prize"), which will be comprised of an invitation for the Grand Prize winner and one guest to attend a meet-and-greet event which will be attended by one or more Draft picks of the Buffalo Bills and will be held after the Draft (Estimated Retail Value \$500). Except as described below, there will be 25 secondary prizes (each, a "Secondary Prize"), each of which will consist of one 2020 Official Buffalo Bills NFL Draft cap (Estimated Retail Value \$30 each). Prizes are awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor. The total Estimated Retail Value of all Prizes is approximately \$450. All Prizes are non-transferrable, and the Sponsor and the Administrator reserve the right to substitute any Prize for one of comparable or greater value, whether in cash or otherwise, if a Prize cannot be awarded as described herein for any reason.

4.) DETERMINATION AND NOTIFICATION OF THE WINNERS OF THE PRIZES; ODDS OF WINNING:

At the end of the Promotion Period, all valid Entries (by both Entry Methods) will be reviewed to determine whether the Entry contains the correct prediction of whom the Bills selected with their first selection of the Draft. All Entrants who correctly predicted the Bills' first selection of the Draft will then be deemed to be "Potential Grand Prize Winners." On or about April 24, 2020, the Grand Prize winner will be selected by random drawing from among all Entries submitted by the Potential Grand Prize Winners. Once the Grand Prize winner has been selected, the Entries for all Potential Grand Prize Winners who did not win the Grand Prize will then be entered in the drawings for the Secondary Prizes and those Entrants will then be referred to as the Potential Secondary Prize Winners. The 25 Secondary Prize winners will then be selected during 25 random drawings from among the Entries submitted by the Potential Secondary Prize Winners.

In the event that there are no Entrants who correctly predict the Bills' first selection in the Draft, all winners will be randomly chosen from among all valid incorrect entries as otherwise indicated in the immediately preceding paragraph. If only one Entrant correctly predicts whom the Bills first select in the Draft, then such Entrant will be deemed to be the Grand Prize winner and the Secondary Prize winners will be randomly chosen from among all valid incorrect entries as otherwise indicated in the immediately preceding paragraph. If more than one, but less than 26, Entrants correctly predict the Bills' first selection in the Draft, then the Grand Prize winner will be randomly chosen as indicated in the immediately preceding paragraph, the remaining Potential Grand Prize Winners will become Secondary Prize winners, and additional Secondary Prize winners will be chosen by random selection from among the remaining valid incorrect entries (for a total of 25 Secondary Prize winners).

There is no guarantee that the Bills will select a player from the list on the website. In any event, only one Prize may be awarded to each Entrant and the number of Prizes awarded pursuant to this Promotion will not exceed the number of Entrants who correctly predicted the Bills' first selection in the Draft, except as specified in the preceding paragraph. Furthermore, under no circumstances will more than one Grand Prize, nor more than 25 Secondary Prizes, be awarded.

The Grand Prize winner will be notified by telephone or email on or about Friday, April 24, 2020 by a representative of the Administrator. The Grand Prize winner must reply to the notification by 5:00pm EDT on Tuesday, April 28, 2020 or the prize will be forfeited and an alternate Grand Prize winner will be selected. Upon notification, the alternate Grand Prize winner will have 48 hours to respond or the prize will be forfeited and another alternate Grand Prize winner will be selected, following the same procedures. The Secondary Prize winners will be notified by e-mail or by phone during the week of April 28, 2020 by a representative of the Administrator. All Secondary Prizes will be mailed to the winners via the United States Postal Service. None of the Prizes may be redeemed for cash or other consideration.

Odds of winning a Prize will depend upon the total number of Entries included in the above-described random drawings.

5.) ELIGIBILITY: The Promotion is open only to individuals who are age 18 or over at the time they complete their Entry and who are legal residents of the State of New York from the time they complete their Entries through the time that the Prizes are awarded. Employees, their immediate families and household members of Sponsor and Administrator and their respective management companies, subsidiaries, affiliates and agents, advertising agencies, distributors, brokers and their retailers, are not eligible to enter.

6.) GENERAL: This Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Prize winners and their guests, if any, consent to the use of their name, biographical information, photographs and/or likenesses by the Sponsor and/or Administrator for advertising and publicity purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media without additional compensation, notification or permission except where prohibited or restricted by law. Entrants release, discharge, indemnify and hold harmless Sponsor, Administrator, participating Prize and

Promotion partners, and their respective parent companies, affiliates, subsidiaries, agencies, and their respective employees, officers, directors and shareholders from any claims, actions, injury, to property or body, including death, loss or damage of any kind resulting from participating in this Promotion or from the winning, acceptance or use of any Prize awarded and further agree to sign and deliver any documents that the Sponsor and/or the Administrator may request to evidence the above. By participating, Entrants agree to be bound by these Rules and further agree that the decisions of the Administrator and/or the Sponsor shall be final in all respects. The Sponsor and/or the Administrator reserve the right to verify eligibility qualifications of any Prize winner. United States and New York laws govern these Rules. No substitution or transfer of Prizes is permitted, except as disclosed herein. Any attempt to deliberately damage the content or operation of the Promotion is unlawful and subject to legal action by Sponsor, Administrator, and/or their acting agents.

7.) **TAXES AND EXPENSES:** Except as otherwise specified, all federal, state or local taxes, including income taxes, and any other costs and expenses not specified herein (including travel expenses to and from any event that is part of the Prize, meals and gratuities) are the sole responsibility of each Prize winner.

8.) **PRIVACY:** Information collected from any Entrant is used only for the purpose of this Promotion (including, without limitation, the Prize drawings) and to notify and announce the Prize winners as set forth in these Rules. Such information will not be reused, sold or shared in any manner by Sponsor or Administrator unless Entrant has requested to receive additional information and promotional material from either Sponsor or Administrator. Sponsor's privacy policy is available at <https://www.mtb.com/help-center/policies/privacy-policy>. Administrator's privacy policy is available at <https://www.buffalobills.com/about-us/privacy-policy>.

9.) **DISPUTES:** Except where prohibited by law, as a condition of participating in this Promotion, Entrants agree that (a) any and all disputes and causes of action arising out of or connected with the Promotion 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. YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS PROMOTION, THEN, WITHIN 30 DAYS FROM THE DATE OF YOUR ENTRY, YOU MAY OPT OUT OF THIS, AND ONLY THIS, PART OF THESE 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.

10.) **LIST OF PRIZE WINNERS:** To receive a list of all Prize winners, which list shall be available after **June 7, 2020**, please send a self-addressed, stamped envelope by **Friday, July 5, 2020** to: Pegula Sports and Entertainment, Attn: Predict the Pick, 79 Perry Street, STE 400, Buffalo, NY 14203.

11.) **SPONSOR:** M&T Bank, One M&T Plaza, Buffalo, NY 14203-2399.

12.) **ADMINISTRATOR:** Buffalo Bills, LLC One Bills Drive, Orchard Park, NY 14127.

M&T Bank Buffalo Bills Predict the Pick Mail-in Entry – Attachment A

All Questionnaires completed using this mail-in Entry Method must be legible, complete and received prior to the end of the Promotion Period. All Questionnaires must include your name, phone number, email address and date of birth to be considered eligible. Only one Entrant name on each completed Questionnaire and one Questionnaire per envelope are allowed. Limit one entry per person.

Completed Questionnaires must be mailed to Pegula Sports and Entertainment, Attn: Predict the Pick, 79 Perry Street, STE 400, Buffalo, NY 14203.

Name: _____

Phone Number: _____

Email Address: _____

Date of Birth: _____

Question:

Who will the Buffalo Bills select first in the 2020 NFL Draft?

Visit <http://www.nfl.com/draft/2020/tracker> for a list of players.