

“M&T BANK TOUCHDOWN FOR TEACHERS” CONTEST

Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. **ELIGIBILITY.** The M&T BANK TOUCHDOWN FOR TEACHERS Contest (the "Contest") is open only to eligible adults, 18 years of age or older, who are nominated by the Nominators (defined below) in connection with this Contest. (For the purpose of these Official Rules, the term “entrant” or “entrants” shall mean all nominated individual(s), whether or not they are deemed to be “Eligible Educators” as defined below). Participation by any entrant or Nominator in this Contest is subject to the eligibility and disqualification rules identified in these Official Rules, and such participation is void in states or localities where prohibited. In the event of a dispute about an entrant’s eligibility, M&T Bank (“M&T”) and Buffalo Bills, LLC (“Bills”) (referred to collectively in these Official Rules as the “Sponsors”) reserve the right to determine eligibility in their sole discretion. The Contest is not open to employees, representatives or agents of the Sponsors, the advertising and promotional organizations for this Contest, the respective subsidiaries and/or affiliates of any of the foregoing, members of the Panel (defined below) (collectively, the "Contest Parties"), and/or any person domiciled with, or an immediate family member of, any of the foregoing. By participating in the Contest, Nominators and entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsors, which are final and binding in all matters related to the Contest. In the event of any conflict or inconsistency with any other advertising, promotional or other materials, these Official Rules shall govern. The award of a prize is contingent upon complying with all conditions and fulfilling all requirements set forth herein.

2. **CONTEST DATES.** Contest begins at 12:01 a.m. (ET) on March 9, 2020 and ends at 11:59 p.m. (ET) on March 30, 2020 (the "Contest Period"). Contest winners will be selected on or about April 13, 2020.

3. **HOW TO ENTER.** During the Contest Period, the Sponsors will accept, from legal residents of New York or Pennsylvania who are 18 years of age or older (herein, the “Nominators”), nominations of “Eligible Educators” (defined and described, below) who have demonstrated outstanding service to their school and community. Nominations must be submitted by completing and submitting the designated nomination form, which can be found at www.buffalobills.com/teachers and which needs to describe the “Nominating Criteria” (defined and described below) about each nominated Eligible Educator. Nominations submitted (a) without all required information, (b) without using the designated nomination form, or (c) outside the Contest Period, will be disregarded. For the purposes of this Contest, “Educators” shall mean those individuals who are 18 years of age or older and who are directly involved in the instruction and education of students, including: (a) teachers, (b) guidance counselors, and (c) teacher’s aides, but excluding school and district administrators. An “Eligible Educator” shall mean an Educator who legally resides in New York or Pennsylvania and is employed as an Educator in McKean County, Pennsylvania, or in one of the following counties in New York: Erie, Wyoming, Genesee, Orleans, Niagara, Chautauqua, Cattaraugus, Allegany, Monroe, Wayne, Livingston, Ontario, or Yates. The Sponsors and their respective affiliates, officers, directors, governors, agents, and employees (the “Released Parties”) are not liable for lost, late, illegible, delayed, or misdirected submissions, technical hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, or damaged online submissions or instructions, garbled or delayed computer transmissions, which may limit an entrant’s ability to participate in the Contest in any way. The Released Parties are not responsible for any problems or the technical malfunction of any cellular, telephone network or lines, computer online systems, servers, or providers, computer equipment, software, or any combination thereof, including any injury or damage to Nominator’s or entrant’s or any other person’s computer or other property related to or resulting from participation or downloading or uploading of any materials in connection with this Contest. Nominators and entrants must abide by all applicable federal, state, and local laws, rules, and regulations in participating in this Contest. All entries become the exclusive property of the Sponsors and will not be acknowledged or returned.

4. **WINNER SELECTION AND PRIZES.** The Contest Winners (that is, as defined and described below, the “Grand Prize Winning Educator” and the one “Educator Finalist”) will be selected by a panel of representatives from the Sponsors (the “Panel”), based on the Panel’s review of all of the nominations received with respect to all Eligible Educators, and based on the Panel’s assessment of the following (collectively, the “Contest Criteria”), which should be described and discussed in each nominated Eligible Educator’s respective nomination form: (a) level and nature of involvement in the school and/or community, (b) degree of positive impact on the school and/or community, and

(c) demonstrated commitment to education and the school and/or community. One Grand Prize Winning Educator selected by the Panel shall win (a) \$5,000 in grant funds payable to the Grand Prize Winning Educator's school or district, (b) an in-class visit from a Buffalo Bills player or alumnus, (c) one personalized football, and (d) two (2) tickets to a pre-season Buffalo Bills game. Approximate Retail Value ("ARV") of Grand Prize is \$5,250. One Educator Finalist selected by the Panel shall win (a) \$1,000 in grant funds payable to the Educator Finalist's school or district, (b) one personalized football, and (c) two (2) tickets to a pre-season Buffalo Bills game. Contest Winner notification will be attempted by email or phone. ARV of Educator Finalist Prize is \$1,250. Total ARV of all Prizes is \$6,500. All nominated Eligible Educators will receive a certificate of recognition from the Sponsors. Anything not expressly stated herein as included as part of a prize, including, but not limited to, transportation, taxes, fees, hotel, parking, or other accommodations, are solely the responsibility of each respective Contest Winner. Each prize must be accepted as is and cannot be transferred, redeemed for cash, substituted or exchanged except at the sole discretion of Sponsors, who reserve the right to substitute any aspect of any of the above listed prizes with an item of equal or greater approximate value if any aspect of the advertised prize becomes unavailable.

5. VERIFICATION OF POTENTIAL WINNERS. Each Contest Winner is subject to eligibility verification and will be required to execute and return an affidavit of eligibility and liability/publicity release (each a "Release") within seven days of date of the notification or the prize will be forfeited. Any Contest Winner who fails to provide the necessary eligibility verification and liability/publicity release within the required time period will be deemed to have forfeited the respective prizes and an alternate Contest Winner will be selected by the Panel from the remaining nominated Eligible Educators according to the Contest Criteria. The same verification procedure stated above will be required of all Contest Winners.

6. COLLECTION OF INFORMATION. Information collected will be used only for the Contest and to notify and announce the Contest Winners as set forth in these Official Rules. Such information will not be reused, sold or shared in any other manner by Sponsors unless entrants/Nominators have requested additional information and promotional material from Sponsors. Other than as expressly stated in these Official Rules, the collection of any personally identifiable information will be in accordance with the privacy policies of the www.buffalobills.com website (the "Privacy Policy"). M&T Bank's privacy policy is available at <https://www.mtb.com/help-center/policies/privacy-policy>.

7. GENERAL (INCLUDING RELEASE, INDEMNIFICATION AND PUBLICITY PROVISIONS). By submitting a nomination, and being nominated, the Nominator and each entrant (including, without limitation, each Eligible Educator) release and relinquish, without financial or other compensation, any and all rights, including but not limited to copyright, to and in the form and content of the nomination submission and agrees to indemnify, defend and hold harmless the Released Parties, Erie County, New York, Erie County Stadium Corporation, the National Football League, and any of the foregoing's advertisers, sponsors and affiliated entities and persons, and their respective agents and employees, from and against any and all claims or liabilities of any kind arising out of or in connection with the Contest or any use of the nomination materials. By being nominated (and/or accepting a Contest prize or recognition certificate), each Nominator and entrant consents and agrees (a) that he or she grants to the Contest Parties the right, without additional financial or other compensation, to use, publish, reproduce, copyright, broadcast, exhibit, license and otherwise exploit any and all video, film, photograph or other audio-visual content (whether submitted by Nominator or made by Sponsors in connection with the Contest), entrant's name, likeness, image, biographical material, portrait, recorded video image and voice, and any material derived from any of the aforementioned, to advertise, market or promote the Contest and for any other purpose, by any and all means including, without limitation, in-stadium entertainment, television or radio broadcast, internet distribution, and any other means now existing or hereafter developed (hereafter collectively referred to as a "Use"); (b) that he or she shall have no right of inspection or approval over any video, film, photograph or other audio-visual content or any other Use and no claim (including, without limitation, claims based on invasion of privacy, defamation or right of publicity) arising out of or in connection with any such Use; and (c) that he or she releases, holds harmless and agrees to indemnify the Released Parties, Erie County, New York, Erie County Stadium Corporation, the National Football League, and any of the foregoing's advertisers, sponsors and affiliated entities and persons, and their respective agents and employees, from and against any and all claims or liabilities of any kind arising out of or in connection with the Contest or any Use. All Nominators and entrants are subject to and agree to comply with and be bound by these Official Rules, the Privacy Policy and the decisions of the Sponsors of the Contest, which are final and binding on all Nominators and entrants for all aspects of the Contest. Non-compliance with any provisions of these Official Rules, including, but not limited to, any Eligible Educator's failure or refusal to sign a Release, will be

grounds for disqualification of the selected entrant, forfeiture of the prize, and potentially the selection of an alternate entrant. Each Contest Winner is responsible for any federal, state and local taxes owed in connection with receiving a prize. All national, state, and local laws and regulations apply.

The Released Parties are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, these Official Rules, the determination of Contest Winners, or the distribution of any aspect of any prize. The Released Parties: (a) make no warranty, guaranty, or representation of any kind concerning any aspect of the prize, (b) disclaim any implied warranty, and (c) are not liable for injury, loss or damage of any kind resulting from the acceptance or use of any aspect of the prize, including any travel related thereto, or from participation in this Contest. If any activity relating to any aspect of the prize is canceled or postponed for any reason, the balance of that prize will be determined by Sponsors and will be awarded, in any form, in full satisfaction of that prize. In the event that fraud, technical failures, virus, bugs, unauthorized human intervention, or other causes beyond the control of Sponsor destroy the integrity of the Contest, as determined by Sponsors in their sole discretion, Sponsors reserve the right to suspend or cancel the Contest. Any attempt by an individual or entity to deliberately damage any website or undermine the legitimate operation of the Contest (including, but not limited to, any violations of these Official Rules) may be a violation of criminal and civil laws, and should such an attempt be made, Sponsors reserve the right to: (a) disqualify any such individual from the Contest, and (b) seek damages from any such individual or entity to the fullest extent permitted by law. . Sponsors reserve the right to modify, supplement or otherwise change or replace these Official Rules at any time without notice.

8. GOVERNING LAW; VENUE. The Contest is governed by the laws of the state of New York, with venue in Erie County, New York.

9. ARBITRATION. Except where prohibited by law, as a further condition of participating in the Contest, each Nominator and entrant agrees that (a) any and all disputes and causes of action arising out of or connected with the Contest 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 CONTEST, THEN, WITHIN 30 DAYS FROM THE DATE OF YOUR ENTRY, YOU 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 any Nominator or entrant be permitted to obtain awards for, and each Nominator and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and each Nominator and entrant further waives all rights to have damages multiplied or increased.

10. MOBILE DISCLOSURE. If you opt to use your wireless mobile device in connection with this Contest, depending on your phone's capabilities, standard messaging rates or data charges may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Sponsors are not responsible for any charges related to any Nominator's or entrant's use of their mobile device or other device to participate in this Contest.

11. WINNER'S LIST/RULES. To receive a copy of these Official Rules or a winner's list, please send a written request with a self-addressed stamped envelope to M&T TOUCHDOWN FOR TEACHERS CONTEST c/o Pegula Sports & Entertainment, LLC, 79 Perry Street, Buffalo NY 14203 within 45 days of the conclusion of the Contest Period.

13. SPONSORS: Buffalo Bills, LLC, One Bills Drive, Orchard Park, NY 14127
M&T Bank, One M&T Plaza, Buffalo, NY 14203-2399