Rockland Trust "Small Business, Big Dreams" Small Business Contest Official Rules

(the "Official Rules")

No Purchase Necessary to Enter or Win. A purchase will not increase your chances of winning.

These are the Official Rules for the Rockland Trust "Small Business, Big Dreams" Small Business Prize Contest (the "Contest"). By entering the Contest, contestants agree to be bound by these Official Rules.

1. CONTEST PERIOD:

The Contest begins on March 2, 2020 at 9:00 AM Eastern Time (ET) and ends with the announcement of winners on or about June 15, 2020. The time period entries will be accepted ("Entry Period") is March 2, 2020 at 9:00 AM Eastern Time (ET) until April 3, 2020 at 9:00 AM ET.

2. ELIGIBILITY:

The Contest is open only to legal residents of Massachusetts or Rhode Island who at the time of entry are independent owners of a for-profit small business that is both domiciled and headquartered in Massachusetts or Rhode Island, which has been in continuous operation selling a product or service for not less than two (2) years at the start of the Contest and which has annual revenues of less than US $3,000,000 (three million dollars). In addition, in order to be considered an eligible "small business" for purposes of this Contest, the owner's business must meet all of the following additional criteria:

a. Entrant/owner must be at least eighteen (18) years of age at the time of entry;

b. The business must be currently active, lawful, have all necessary and required licenses and registrations;

c. Entrant/owner must be an authorized agent of the registered business;

d. The business must be in good standing as of the date of entry and must remain so through the end of the Contest;

e. The business must have between 1-99 employees on its payroll;

f. The business must not in any way be affiliated with a franchised or direct seller business;

g. The primary purpose of the business must not be in competition with Rockland Trust or any Rockland Trust affiliates;

h. The business must not be under bankruptcy protection or have judicial liens or attachments; and

i. The business must have annual revenues of less than $3,000,000 as demonstrated by tax returns or other means acceptable to Sponsor.

j. The business must not have been awarded the grand prize in any prior Rockland Trust "Small Business, Big Dreams" Small Business Prize Contest.

Sponsor shall determine, in its sole discretion, whether an entry meets the eligibility criteria to participate in the Contest. Sponsor's decisions regarding eligibility and all other aspects of the Contest are final and binding.

Sponsor, its parent and affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, production or administration of this Contest (collectively, the "Contest Parties") and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Contest. This Contest is subject to all applicable federal, state, and local laws and regulations, and is void in all geographic locations where prohibited by law.

3. PRIZES:

There will be a total of three (3) Winners: one (1) Grand Prize Winner will receive US $20,000 (twenty thousand dollars); and two (2) Runner Up Winners will each receive US $2,500 (two thousand five hundred dollars). Total value of all Prizes: $25,000 (each a "Prize" and together, the "Prizes").

4. HOW TO ENTER:

Entries will be accepted from March 2, 2020 at 9:00 AM ET until April 3, 2020, at 9:00 AM ET. All entries must be received in the manner described in these Official Rules during the Entry Period to be eligible. If the business is a corporation, limited liability company, or other legal entity, such entity shall be deemed the Entrant. If the business is a dba, please also provide the name of the business owner(s). In the case of a dba having more than one owner, the person listed as the Primary Contact shall be deemed the Entrant. Upon submission, each Entry (as defined below) becomes the property of Sponsor. Entries will not be returned. All expenses relating to participation in the Contest and/or acceptance of a Prize are the sole responsibility of each Entrant.

Entrants are required to submit the following (each an "Entry") to participate in the Contest:

1. Complete and submit form provided on https://www.rocklandtrust.com/smallbusiness
2. Submit answers to all questions on https://www.rocklandtrust.com/smallbusinessquestions in a pdf document to smallbusiness@rocklandtrust.com

Sponsor and Releasees (as defined below) shall not be responsible for non-conforming, lost, late, incomplete, inaccurate, undelivered, misdirected, or illegible emails, entries (or any component thereof) or for inaccurate entry information, whether caused by Sponsor or participant or by any computer, technical, or human error in the administration of this Contest, or in the announcement of prizes. Entries or any portion thereof received after the applicable deadline will not be considered.

Sponsor reserves the right, in its sole and absolute discretion, to declare any Entry invalid or to determine whether or not any Entry or Entrant is ineligible or to modify, cancel, terminate, or suspend

the Contest or these Official Rules if, in Sponsor's sole opinion, any circumstances, including but not limited to, fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause, threaten to corrupt or impair the administration, legality, fairness, security, integrity or proper conduct of the Contest. Entrants must be of good moral character. Sponsor reserves the right to exclude anyone convicted of a crime (other than moving violations of a misdemeanor type that did not involve personal injury, drugs, or alcohol).

Limit: one (1) Entry per business. Submission of multiple entries by or on behalf of the same Entrant will result in ineligibility with respect to all entries by or on behalf of that Entrant.

5. SELECTION OF TOP 3 CONTESTANTS

After submission, the Rockland Trust internal committee will review submitted entries that meet eligibility requirements and evaluate them based on the following criteria:

1. Answers questions completely and thoughtfully (rated 1-10)
2. Goals for expansion and growth (rated 1-10)
3. Understanding of marketing and competitive advantages (rated 1-10)

The five (5) Entrants with the top scores will be asked to meet for an in-person interview to be held on [date] at Rockland Trust Headquarters where they will be given a final score on:

Overall Impressions: ideas are well-articulated and realistic (rated 1-10)

The three (3) Entrants with the top scores will be the finalists (each, upon compliance with the notification procedure below and these Official Rules, a "Finalist") selected to present to our panel of judges. In the event of a tie, the tied Entrant who received the highest points in Overall impressions will be selected as a Finalist. In the event a tie remains, a tie-breaking judge appointed by Sponsor will judge the tied entries, using the criteria set forth above, to determine which of the tied Entries will be named a Finalist.

Once selected, the top 3 Finalists will be visited at their place of work or Rockland Trust Headquarters to be interviewed and introduced to resources they might need in preparation for their final presentation.

6. PANEL PRESENTATION:

Finalists will be invited and required to present live to a panel of judges. The panel presentation will take place on June 15, 2020 X at the Fox25 Studios in Dedham, MA. The panel will consist of judges selected from the community and/or employees of Sponsor. Please note that the Finalists must be available on this date for a 4 hour allotted time period during which the presentation will take place. Sponsor reserves the right to reschedule the date and/or time of the panel presentation. Finalists will be given a maximum of thirty (30 minutes to present to the panel of judges. During the presentation, the judges may ask questions. The judges will evaluate the presentations to determine winners, considering the following criteria:

- Clear, compelling and engaging presentation (including clarity of answers to any questions posed by judges)

- Demonstrated commitment and passion for the business

- Innovativeness and originality of product or service offering, including, if applicable, how the product or service solves a problem or provides an effective solution

- Clear communication of the business' goals and plans for the future

- Clear communication of how the prize money will be used to grow the business

Entrants agree that the presentation may be recorded (by sound and/or video recording or still photography) and Sponsor may, but has no obligation to, use the audio, photographic and/or video footage on its website and social media platforms. Entrants may also be required to sign an additional waiver by Rockland Trust and/or the Video Production Company.

7. NOTIFICATION OF FINALISTS AND WINNERS:

The proposed Finalists will be notified via phone or email on or about April 20, 2020. If after notification the proposed Finalists do not respond within two (2) calendar days or such other time as specified by Sponsor, or cannot participate at the June 15,2020 live panel presentation or fail to qualify for any reason under these Official Rules, an alternate finalist will be chosen based on the Entrant with the next most points, subject to the tie-breaking procedure set forth above. An Entrant is only a Finalist after notification by the Sponsor and complying with the terms and conditions of these Official Rules. A Finalist is a Winner only after notification by the Sponsor and complying with the terms and conditions of these Official Rules.

The Winners will be announced on or about June 15, 2020. Each Winner will be notified by email or phone call prior to the announcement. In addition, Winners may be featured on the Rockland Trust website, in Rockland Trust social channels and Rockland Trust press release(s). Winners may not issue their own press release without prior approval by Rockland Trust and doing so will result in forfeiture of any winnings. Winners may be required to execute additional consents or publicity releases as a condition of being declared a winner.

8. PRIZE MONEY ACCEPTANCE AND TAX LIABILITY:

By accepting a Prize, each Winner acknowledges compliance with these Official Rules. All federal, state, local or other tax liabilities arising from this Contest are the sole responsibility of each Winner, respectively. Limit of one Prize per Entrant.

A Winner may waive the right to receive the Prize. The Prize is non-assignable and non-transferable. No substitutions may be made by a Winner. Sponsor will withhold taxes from any Prize as may be required by law. Prior to receiving a Prize, Winners must execute a W-9 tax form verifying their tax identification number. Winners may be required, as requested by Sponsor, to complete and sign (i) an affidavit of

eligibility/certification that such Winner has complied with the Official Rules of the Contest, and (ii) a liability and publicity release (except where prohibited by law). Failure to sign and timely return any of these documents within five (5) business days of request, or such other time as specified by Sponsor, or to comply with any term or condition of these Official Rules may result in a Winner's disqualification, the forfeiture of a Prize, and, at Sponsor's sole discretion, the presentation of the forfeited Prize to a substitute recipient. A Prize not won and/or claimed by a Winner and not awarded to a substitute recipient by Sponsor in accordance with these Official Rules will remain the property of Sponsor.

9. REPRESENTATIONS AND WARRANTIES.

By entering the Contest, you represent and warrant that your Entry complies with these Official Rules and that:

a. You own or have the necessary licenses, rights, consents, and permissions to reproduce, distribute and publicly perform all works of authorship or other content contained in your Entry or otherwise provided to Sponsor as part of the Contest, including in the interview and/or presentation described above ("Entry Materials") and you have the right under all patent, trademark, trade secret, copyright or other proprietary rights laws to grant to Sponsor the rights and licenses to use such content, as set forth in these Official Rules;
b. At the time of entry or any time thereafter, neither your Entry nor Entry Materials contravenes any contractual, legal or other obligation;
c. At the time of entry or any time thereafter, your Entry Materials do not infringe the intellectual property or privacy rights of any third party;
d. Use of your Entry Materials by Sponsor, as contemplated herein, will not infringe any copyrights, rights of publicity, or any other rights of any person;
e. Your Entry Materials are truthful and accurate and you have complied with all relevant laws, rules and regulations in the preparation and submission thereof.

10. DISQUALIFICATION:

Sponsor reserves the right, in its sole discretion, to disqualify any Entrant at any time if the Entrant or any agent, employee, or representative of Entrant is found or suspected of tampering with the entry process, voting process or the Contest; to be acting in violation of these Official Rules; or to be acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Should Sponsor determine, in its sole discretion, that any Entrant, Finalist or Winner has violated any of the prohibitions contained in these Official Rules or should be disqualified for any other reason, Sponsor shall have no obligation to award a Prize to such Entrant, Finalist or Winner.

As a condition of declaring any Entrant a Finalist or a Winner, Sponsor reserves the right to conduct a background check on any potential Finalist and/or Winner and reserves the right in its sole discretion to disqualify any Entrant based on such background check if in its sole discretion, the Sponsor determines

that awarding a prize to such Entrant or permitting the Entrant to present at the panel presentation might reflect negatively on the Sponsor's image and/or reputation.

11. GENERAL RELEASE/INDEMNIFICATION/LIMITATION OF LIABILITY/DISPUTES:

By participating in the Contest, each Entrant hereby agrees to release, defend, indemnify and hold harmless Sponsor and its parent and affiliate companies and each of their directors, officers, employees, representatives, and agents ("Releasees") from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest, your participation in the Contest, or with the acceptance, possession, use or misuse of any Prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, intellectual property rights, rights of publicity or privacy, defamation or portrayal in a false light). Sponsor is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries or voting in this Contest or in the running of this Contest. Sponsor will not be responsible for typographical, printing or other errors in these Official Rules or in other materials relating to the Contest.

Applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, the Releasees' liability will be limited to the fullest extent permitted by applicable law.

Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each Entrant agrees that, to the fullest extent permitted by law (i) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Entrant, but in no event shall an Entrant recover attorney's fees or any sums greater than $1,000; and (ii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, incidental, punitive or consequential damages.

12. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION (***Agreement to Arbitrate and Class Action and Jury Trial Waiver***)

The construction, validity, interpretation and enforceability of these Official Rules, and all issues and questions relating thereto, along with the rights and obligations of all Entrants and of Sponsor, shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by Sponsor does not constitute a general waiver of that obligation nor of any other obligation of Entrant.

Any dispute concerning this Contest shall be submitted to binding arbitration in Massachusetts within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration brought pursuant to these Official Rules shall be joined to any other arbitration initiated pursuant to these Official Rules. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CONTEST.

13. USE OF CONTACT INFORMATION; PUBLICITY:

By entering the Contest and providing an email address, each Entrant grants Sponsor express permission to send Entrant emails related to the Contest, including, but not limited to communications to verify eligibility, notification of Finalists and/or Winners, or other follow-up emails (including emails to gather feedback regarding the Contest which feedback may to be used by Rockland Trust in the planning and design of future Contests). Acceptance of a Prize constitutes permission for the Sponsor and its designees to use each Winner's name, city/town, photograph, business description, Entry Materials, other likenesses and information in connection with administering and promoting the Contest and for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

14. WINNERS LIST:

The names of the Winners may be obtained following the end of the Contest on or about June 15, 2020, by visiting this url: https://www.rocklandtrust.com/smallbusiness

Sponsor: Rockland Trust Company; 288 Union Street, Rockland, MA 02370. Attention: "Small Business, Big Dreams"