

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"). The Contest is sponsored by Rockland Trust Company ("Sponsor"). By entering the Contest, contestants agree to be bound by these Official Rules.

1. CONTEST PERIOD:

The Contest begins on March 1, 2019 at 9:00 AM Eastern Time (ET) and ends with the announcement of winners on or about June 12, 2019. The time period entries will be accepted ("Entry Period") is March 1, 2019 at 9:00 AM Eastern Time (ET) until March 25, 2019 at 9:00 AM ET.

2. ELIGIBILITY:

- a. 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: 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.

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 \$15,000 (fifteen thousand dollars); and two (2) Runner Up Winners will each receive US \$2,500 (two thousand five hundred dollars). Total value of all Prizes: \$20,000 (each a "Prize" and together, the "Prizes").

4. HOW TO ENTER:

Entries will be accepted from March 1, 2019 at 9:00 AM ET until March 25, 2019, 2018 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. 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.

Small Businesses are required to submit the following for an opportunity to win a Prize.

1. Complete and submit Contest Registration form provided on <https://www.rocklandtrust.com/smallbusiness>. This information includes the following:
 - a. Full name of your business. 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.
 - b. Name/Position/Title at Business of primary contact. In the case of a dba, the Primary Contact must be an owner of the business.
 - c. Phone number of Primary Contact
 - d. Email Address of Primary Contact
 - e. Primary Business Address
 - f. If applicable, Business Website or primary website where goods or services are offered to the public (i.e. etsy store, Facebook page, If applicable, Social media sites for the business)
 - g. Nature of business (brief description of services offered or products sold)
 - h. Length of time the business has been in operation
 - i. Annual revenues for the years ending December 31, 2018 and expected for the year ending December 31, 2019
2. Within approximately 1-5 business days of submitting a Contest Registration Form that meets the requirements of Step 1, an email will be sent from Rockland Trust to Entrants who have been determined to meet eligibility requirements. The email will prompt Entrants to answer

3. questions which can be found at <https://www.rocklandtrust.com/small-business--big-dreams-contest-submission>. Entrants must submit answers to all of the questions, in a Word or pdf document to smallbusiness@rocklandtrust.com. **IMPORTANT NOTE REGARDING INFORMATION SUBMITTED.** Entrants understand and acknowledge that the information submitted as part of the Contest will be provided to judges, who may or may not be employees of Sponsor, and, with the exception of specific revenue figures, may be publicly disclosed by Sponsor in connection with conducting and promoting the Contest. Entrants must not submit any such information that they consider to be proprietary or confidential or that they do not wish to be publicly disclosed.

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, or malfunction that may occur in the processing or judging of entries, the administration of this Contest, or in the announcement of prizes. Incomplete entries are not permitted and will be deemed void. 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.

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. **ENTRY REQUIREMENTS.** In addition, all Entries must meet the following criteria:
 - a. **MUST** be the Entrant's original works and ideas (modification of an original work is not an original idea). Submissions **MUST NOT** copy or otherwise plagiarize from any source.
 - b. **MUST** be consistent with Sponsor's values, business standards, and expectations for a contest of this nature;
 - c. **MUST NOT** have ever been previously published or entered in a prior contest;
 - d. **MUST NOT** contain material which is (or promotes activities which are) in Sponsor's sole discretion, hateful, slanderous, libelous, defamatory, tortious, sexually explicit, obscene, pornographic, false, deceptive, inappropriate, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (e.g., based on race, sex, religion, natural origin, physical disability, sexual orientation, political orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, lewd or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; or contain images, words or text portraying nudity,

acts of violence, or acts that are or appear to be dangerous or unlawful or which may subject the Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule.

- e. MUST NOT contain any private and/or sensitive information about the Entrant or any other person.
- f. MUST NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, entries must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Entrant and Sponsor.

6. 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 Entrants with the top scores (each a "Semi-Finalist") will be asked to meet for an in-person interview where they will be given a final score on:

Overall Impressions: (rated 1-10)

- Ideas are well-articulated and realistic (rated 1-10)
- Provide convincing and informed answers (rated 1-10)

The 3 participants with the top scores will be the finalists (each a "Finalist") selected to present to our panel of judges.

In the case of a tie, all participants with the top three scores will be given the opportunity to present to our panel of judges.

Once selected, the 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.

7. PANEL PRESENTATION:

Finalists will be invited and required to present live to a panel of judges. The panel presentation will take place on June 12, 2019 at Rockland Trust's Corporate Office in Hanover, MA. Finalists will be responsible for making their own travel arrangements and bearing the associated costs. 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. Sponsor reserves the right to reschedule the

date and/or time of the panel presentation. Finalists will be given a maximum of [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 services 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 preparation for and day of presentation may be recorded, using digital, sound and visual, photographic or other means and Sponsor may use the video footage and other recorded media on its website ,social media platforms, news broadcasts, and for other promotional purposes. Entrants may also be required to sign an additional waiver by the Video Production Company.

8. NOTIFICATION OF FINALISTS AND WINNERS:

The Finalists will be notified via phone or email on or about April 12, 2019. If after notification the Finalists do not respond within two (2) calendar days or such other time as specified by Sponsor, or cannot participate at the June 12, 2019 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 votes. Entrants selected as potential Finalists or Winners, and each person participating in an interview or panel presentation on behalf of such an Entrant, may be required to execute, within the time specified by Sponsor, additional consents, affidavits of eligibility, and liability/publicity releases as a condition of being declared a Finalist or a Winner and of receiving a Prize. 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 12. Each Winner will be notified in person, by email or by 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) and/or other news media. Winners may not issue their own press release without prior approval by Rockland Trust and doing so will result in forfeiture of any winnings.

9. 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, and report Prizes as income, 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.

10. 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 and you have the right under all patent, trademark, trade secret, copyright or other proprietary rights laws to grant to submit your Entry for the purposes set forth herein without obligation to a third party and to grant Sponsor the licenses described in Section ___ below;
- b. At the time of entry or any time thereafter, your Entry does not contravene any contractual, legal or other obligation;
- c. At the time of entry or any time thereafter, your Entry does not infringe the intellectual property rights of any third party;
- d. Your Entry, and all information provided by you in connection with the Contest, is truthful and accurate; and
- e. You have complied, and will continue to comply, with all applicable laws, rules and regulations in the preparation and submission of your Entry and in participating in the Contest.

11. DISQUALIFICATION:

Sponsor reserves the right, in its sole discretion, to disqualify any Entrant, revoke a Prize, or take such other action as Sponsor deems reasonable under the circumstances, 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 illegal, inappropriate or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, or to be engaging in conduct that could cause liability, embarrassment or reputational harm to Sponsor or 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.

12. LICENSES AND WAIVERS.

- a. In consideration for your participation in the Contest, each Entrant hereby grants to Sponsor a worldwide, non-exclusive, royalty-free, perpetual (for the duration of the applicable copyright), sub-licensable and transferable permission and license to store, edit, process, record, reproduce, transmit, distribute copies of, create derivative works of, exploit, sell, transfer assign, license, display publicly, perform publicly, and perform publicly by means of a digital audio transmission, Entrant's Entry, including the content of Entrant's answers to the Questions and interview(s) (the "Content"). Sponsor reserves the right to make non-material edits to the Content, and to use or present the Content with other material of Sponsor's choosing, including Content submitted by other Entrants. Such uses include, but will not be limited to: (i) Posting on Sponsor's website; (ii) Review by Sponsor and its panel of judges; and (iii) reproduction, distribution and modification by or for Sponsor (and its licensees, successors, assigns and affiliates) for promoting their products and services, including, without limitation, online and offline distribution, and display and performance thereof on Sponsor's website or social media platforms. These rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by you are hereby reserved.
- b. No review, approval, or further consent from Entrant shall be required, nor shall any royalty, payment or compensation of any kind be due to Entrant relating to use of the Content or any of the foregoing.
- c. Each Entrant also agrees and acknowledges that participation in the Contest shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsor and Entrant.

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

- a. 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 or defect in any Prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, 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, judging of entries, 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.

- b. 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.
- c. 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 and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any awards awarded shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Entrant, but in no event attorney's fees and no greater than \$1,000; and (iii) 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.

14. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:

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.

15. 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 be used by Rockland Trust in the planning and design of future Contests). Participation in the Contest constitutes permission for the Sponsor and its designees to use each Entrant's name, city/town, photograph, business description, Content, and, with regard to the individual submitting the Entry or participating in an interview on behalf of an Entrant, his or her name, image, likeness, voice, written and oral statements, and all recordings of the same, in any and all media, 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.

16. TRADEMARKS AND COPYRIGHTS:

ROCKLAND TRUST and associated marks and logos are trademarks of Sponsor, and may only be used as expressly permitted herein.

Sponsor respects the copyrights and other intellectual property rights of third parties and does not endorse, promote, or contribute to the infringement of third party rights. If properly notified that any Video submitted in the Contest infringes another's intellectual property rights, Sponsor will consider such claim and take action as it deems appropriate and consistent with applicable law.

17. WINNERS LIST:

The names of the Winners may be obtained following the end of the Contest on June 12, 2019, by visiting this url: <https://www.rocklandtrust.com/smallbusiness>

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