

ECMC GIVE 716 Official Rules

1. Eligibility

ECMC Give 716 is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of ECMC Foundation and other companies associated with the promotion of the donor giveaway, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. No purchase is necessary to enter or win. A purchase/donation will not increase your odds of winning. **ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.** Maximum 250 entries per person during the Giveaway Period (as defined in official rules). Entrants must send by mail one (1) entry per envelope to ECMC Foundation Give 716 Promotion, 462 Grider Street Suite G-1. Buffalo, NY 14215. Entrant must include full name, mailing address, email address and phone in each envelope. All entries must be postmarked no later than by August 10, 2021.

The giveaway is subject to federal, state, and local laws and regulations and is intended to comply with all regulatory requirements.

2. Sponsor

The donor giveaway is sponsored by ECMC Foundation, located at 462 Grider Street, Buffalo, New York 14215.

3. Agreement to Official Giveaway

Participation in the donor giveaway constitutes donor/entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Receiving giveaway is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Giveaway Period

The Giveaway begins on July 9, 2021 at 12:00am EST and ends on August 16, 2021 at 12:00am EST (the "Giveaway Period"). Entries that are submitted before or after the Giveaway Period will be disqualified. Submissions will be accepted for the duration of the Giveaway using any of the following methods:

- On-Site
- Online
- Text Message
- Mail

5.How to Enter

On-Site: This method of entry will be available through donation at ECMC Foundation, 462 Grider Street, Buffalo, New York 14215.

Online: This method of entry will be available by visiting our website (www.ecmc.edu) and (give716.org) following the directions provided to fill out the donation information and submit.

Via Text Message: This method of entry will be available for the entire Giveaway Period. Send a text message with `ecmcgive716` from your handset to the short code 76278. In response to this text message, an auto-reply will be sent to the device. Follow the directions provided in the reply to confirm your donation. Standard text and data rates will be charged for each text message sent or received from your handset according to the terms of your carrier. Check with your wireless carrier for your handset capabilities and pricing plan details.

Mail: No purchase is necessary to enter or win. A donation will not increase your odds of winning. ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW. Maximum 250 entries per person during the Giveaway Period (as defined in official rules). Entrants through this method must send by mail one (1) entry per envelope to ECMC Foundation Give 716 Promotion, 462 Grider Street Suite G-1. Buffalo, NY 14215. Entrant must include full name, mailing address, email address and phone in each envelope. All entries must be postmarked no later than by August 10, 2021.

All entries become the property of Sponsor and will not be acknowledged or returned.

6.Giveaway Drawing

On or about August 16, 2021, the Sponsor will select potential donor/entrant in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential donor/entrant via telephone or email on or about August 16, 2021. If the potential donor/entrant cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential donor/entrant in his/her place at random from the remaining non-winning, eligible donors/entrants.

7.Notification

The potential donor/entrant will be notified by email, mail or phone. Each potential Grand Giveaway donor/entrant (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her gift. If a potential donor/entrant cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or gift is returned as undeliverable, potential donor/entrant forfeits gift. If the potential donor/entrant is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the giveaway in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on

the potential donor/entrant's behalf and fulfill any other requirements imposed on donor/entrant set forth herein. Potential donor/entrant must continue to comply with all terms and conditions of these Official Rules is contingent upon fulfilling all requirements. If a potential donor/entrant is disqualified for any reason, Sponsor will award the applicable giveaway to an alternate donor/entrant by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the giveaway will remain un-awarded. Giveaway will be fulfilled approximately within 2 weeks after the conclusion of the promotion.

8. Giveaway

Grand Thank You Giveaway (1) – Two (2) Buffalo Bills 50 Yard Line Season Tickets. The value of the prize is two thousand and seven hundred dollars. (\$2700.00). The recipient will be provided Form W-2G which will be filed with the IRS for tax liability due on the value of the prize.

9. General Conditions

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Giveaway and, in the event of termination, award the tickets at random from among the eligible, non-suspect donor/entrant entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, LinkedIn or Twitter.

10. Release and Limitations of Liability

By participating in the Giveaway, donors/entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of the gift (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Giveaway, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone,

cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Giveaway; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, or text messages; any other errors or problems in connection with the Giveaway, including, without limitation, errors that may occur in the administration of the Giveaway, the announcement of the chosen donor/entrant, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or text messages, or in any Giveaway-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from donor/entrant participation in the Giveaway or acceptance, receipt or misuse of the gift (including any travel or activity related thereto). Donor/entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the donor/entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway. Donor/entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Disputes

Except where prohibited, each donor/entrant agrees that all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any gift awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Erie County, New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, donor/entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than New York.