

M&T Bank 2021 Scholarship Sweepstakes
Official Rules

NO PURCHASE, ACCOUNT OPENING, LOAN APPLICATION, DEPOSIT OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, NOR WILL IT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

ENTRY: The M&T Bank 2021 Scholarship Sweepstakes (“Sweepstakes”) begins at 9:00 a.m. ET on May 17, 2021 and ends August 31, 2021 at 11:59:59 p.m. ET (the “Sweepstakes Period”). You may enter the Sweepstakes by completing the online registration form found at <https://www.mtb.com/scholarship-sweepstakes> or by mailing a postcard with your first name, last name, full address, age, telephone number, email address (if any) and name and state of your post-secondary educational institution to: M&T Bank Scholarship Sweepstakes, P.O. Box 606, Owings Mills, MD 21117 (“Entry” or if plural, “Entries”). Limit one Entry per person regardless of method.

Sponsor’s computer system shall be the official timekeeping device for online Entries. Mail-in entries must be received by the end of the Sweepstakes Period. All Entries become the property of the Sponsor and will not be acknowledged or returned. Automated mail entries, or those made using script, macro, sweepstakes service, automated entry software, or facsimiles will NOT be accepted. Sweepstakes Entities (defined below) are not responsible for Entries that are lost, late, misdirected, illegible and/or incomplete. Entries that are unreadable, inaccurate, unintelligible, or which otherwise do not comply with these Official Rules will be disqualified. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules.

ELIGIBILITY: You must be at least 18 years of age and be enrolled as a full-time or part-time (at least 6 hours) student at a post-secondary institution, including but not limited to junior colleges and vocational schools, during the 2021 calendar year. Only legal residents of CT, DC, DE, MD, NJ, NY, PA, VA, and WV are eligible.

Employees or contractors of Sponsor, MGH, Inc. (the “Administrator”), or their affiliates, advertising, promotion and fulfillment agencies (collectively, “Sweepstakes Entities”) and members of their immediate families or households are not eligible. Winners of any other M&T Bank contest or sweepstakes in the previous six-month period are ineligible.

RANDOM DRAWING: On or about September 15, 2021, five Entries will be drawn at random from among all eligible Entries received and processed during the Sweepstakes Period. Sponsor’s decision is final in all matters relating to this Sweepstakes. Odds of winning depend upon the number of Entries received. Limit one Prize per household.

PRIZES: Five \$1,000 prizes (each, a “Prize”) will be awarded; total Sweepstakes Prize value is \$5,000. Each Winner will receive one Prize, distributed as described in PRIZE FULFILLMENT below. ALL EXPENSES, FEDERAL, STATE AND LOCAL TAXES AND COSTS ASSOCIATED WITH ACCEPTANCE AND USE OF PRIZE NOT SET FORTH IN THESE RULES ARE THE OBLIGATION OF THE WINNER. SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE FOR ANY POTENTIAL IMPACT ON OTHER FINANCIAL AID, SCHOLARSHIPS, OR AWARDS, EITHER PUBLIC OR PRIVATE, AND THE RESPONSIBILITY TO REPORT THIS PRIZE AMOUNT TO ANY PUBLIC OR PRIVATE ENTITY IN CONNECTION WITH ANY FINANCIAL AID, SCHOLARSHIPS, OR AWARDS IS SOLELY THE RESPONSIBILITY OF THE WINNER. No assignment, transfer or substitution of any

Prize is permitted by the Winner. Entrants agree that if a Winner is found to have violated these Official Rules, or otherwise does not meet the eligibility criteria, such Prize will be forfeited and awarded to an alternate Winner in a random drawing from among all remaining Entries. Sponsor reserves the right to substitute any Prize for a different prize of equal or greater value, in its sole discretion.

NOTIFICATION OF WINNER: Each potential Winner will be notified by email or telephone within two weeks following the drawing and will be required to execute and return documents including an Affidavit of Eligibility and Liability Release (as well as a publicity release), and certification of Social Security Number for tax reporting purposes. In the event (a) a potential Winner does not respond after 3 attempts, (b) a potential Winner's documents are returned to the Administrator as undeliverable or are not returned completed within 14 days, or (c) a potential Winner is determined to be ineligible in accordance with these Official Rules, such Prize will be forfeited, and an alternate potential Winner will be selected in a random drawing from among all remaining eligible Entries. Five properly claimed Prizes will be awarded. In the event more Winner notifications are issued, or more Prize claims are received than set forth in these Official Rules due to computer, printing, human or other error or problem, a random drawing will take place from among all such Entries for the Prize at issue (or from among all persons so notified) to award the Prize as set forth in these Official Rules. Inclusion in such random drawing shall be each entrant's sole and exclusive remedy under such circumstances.

PRIZE FULFILLMENT: A check will be issued in the Winner's name within two weeks following full Winner verification as provided above.

GENERAL: By entering this Sweepstakes, entrant agrees to be bound by these Official Rules; (b) agrees to release Sweepstakes Entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Sweepstakes, or the acceptance, possession, use or misuse of any Prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; (c) consents to the use of his/her name, voice, picture, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law; and (d) acknowledges that the Sweepstakes Entities have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages, or exclusion of the implied warranties, so some of the aforementioned limitations or exclusions may not apply. Check local laws for any restrictions or conditions regarding these limitations and/or exclusions.

Sponsor may prohibit individuals from participating in Sweepstakes and disqualify entrants if they (a) attempt to enter the Sweepstakes through any means other than as described in these Official Rules; (b) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules in any way; or (c) repeatedly show a disregard for the Official Rules or act in an unsportsmanlike manner or with an intent to annoy, abuse, threaten or harass any other entrant or Sweepstakes Entities. Sponsor's decisions with respect to the Sweepstakes are final.

In the event the Sweepstakes Entities are prevented from continuing with this Sweepstakes or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity,

or any federal, state, provincial or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sweepstakes Entities' control (each a "Force Majeure" event) the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor, in its discretion, elects to abbreviate, cancel or terminate the Sweepstakes as a result of a Force Majeure event, the Sponsor reserves the right, but shall have no obligation, to award the Prize from among all valid Entries received up to the time of such Force Majeure event.

INTERNET: If for any reason this Sweepstakes is not capable of running as planned due to a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sweepstakes Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Administrator will conduct a random drawing from among all Entries received at the time of the Sweepstakes termination. The Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Sweepstakes Entities are not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or Entry to be received by the Sponsor or Administrator due to technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sweepstakes Entities are not responsible for incompatibility of entrant's hardware, software or browser technology with Sweepstakes Entities' hardware, software or browser technology. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity or eligibility of a Winner based on an email address, the "Authorized Subscriber" at the time of entry of the email address used to enter will be deemed the Winner. The "Authorized Subscriber" is the natural person who is assigned the email address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor may ask any entrant to provide proof that such party is the Authorized Account Holder of the email account associated with the Entry.

ARBITRATION: Except where prohibited by law, as a further condition of participating in the Sweepstakes, entrant agrees that (a) any and all disputes and causes of action arising out of or connected with the Sweepstakes 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. ENTRANT HAS A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION. IF ENTRANT DOES NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS SWEEPSTAKES, THEN, WITHIN 30 DAYS FROM THE DATE OF ENTRY, ENTRANT 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 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.

GOVERNING LAW: These rules are governed by the laws of the State of New York without giving effect to conflicts of law rules.

PRIVACY: Information collected from any entrant will be used only for statistical analysis and for purposes of the Sweepstakes (including, without limitation, the Prize drawings performed by the Administrator) and to notify and announce the Winners as set forth in these Official Rules. Such information will not be reused, sold or shared in any other manner by Sponsor unless entrant has requested to receive additional information and promotional material from Sponsor (in which case, entrant can opt out of such communications at any time). Sponsor's privacy policy is available at <https://www.mtb.com/help-center/policies/privacy-policy>.

WINNER LIST: To obtain the list of Winners' names for the Sweepstakes following the Sweepstakes Period, send a stamped, self-addressed envelope, to be received before December 31, 2021, to: M&T Bank Scholarship Sweepstakes, c/o M&T Bank, One M&T Plaza, 4th Floor, Buffalo, NY 14203.

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