#### NATIONAL VOLUNTEER WEEK OFFICIAL SWEEPSTAKES RULES 2018

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

### OFFERED ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, AGE 18 OR OLDER.

Enter to have donation of up to \$4,500 made to a Colorado Nonprofit of your choice! Here are these official sweepstakes rules:

#### 1. ENTRY PERIOD:

Alpine Bank's National Volunteer Week Sweepstakes (the "Sweepstakes") is sponsored by Alpine Bank (hereinafter, the "Sponsor"). The sweepstakes begins at 12:00:00 PM MDT on March 15, 2018 and ends at 10:00:00 PM MDT on April 21, 2018 ("Entry Period").

- **2. SWEEPSTAKES ELIGIBILITY:** The Sweepstakes is open only to legal residents of the United States who are 18 years of age or older as of the date of entry. The following persons are not eligible to participate in the Sweepstakes: Sponsor; any of Sponsor's parents, subsidiaries, affiliates, or advertising and promotion agencies; Winner of the 2017 National Volunteer Week Sweepstakes ("the 2017 Sweepstakes"). Void where prohibited or restricted by law. Sponsor may verify eligibility at any time. The Sponsor will make any determinations of eligibility. Sponsor's decision as to eligibility is final.
- **3. TO PARTICIPATE:** Eligible participants can enter the Sweepstakes in the following manner:

Entry Method 1: Visit the Alpine Bank Facebook page, comment or tag the Colorado nonprofit of their choice on the Sweepstakes Posting by Alpine Bank titled National Volunteer Week 2018 (the "Facebook Sweepstakes Post"), and post a photo on Alpine Bank's Facebook page using the "I volunteer..." sign. The Facebook Sweepstakes Post will be up on Alpine Bank's Facebook page on March 15, 2018. The Alpine Bank Facebook page can be found at <a href="https://www.facebook.com/alpinebankcolorado/">https://www.facebook.com/alpinebankcolorado/</a> ("the Sweepstakes Page"). Only one entry per post and comment. Posting/Commenting multiple times will not result in multiple entries. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand you are providing your information to Sponsor and/or Administrator and not to Facebook. All entries become the property of Sponsor and none will be acknowledged or returned.

<u>Entry Method 2</u>: Eligible participants may alternatively enter the Sweepstakes by emailing <u>socialmediaemail@alpinebank.com</u> during the Entry Period. The email shall include the eligible participant's name, email address, mailing address, phone number, date of birth, and name of the Colorado nonprofit of their choice.

Limit one (1) entry per person/email address, regardless of method of entry. Limit one (1) entry per household.

Entries must be received by Sponsor no later than 10:00:00 PM MDT on April 21, 2018. Any attempt by a person to use multiple identities, fraudulent transactions, or cancelled transactions to gain more entries than permitted by these Official Rules shall result in disqualification in Sponsor's sole discretion. By participating, entrants warrant and represent that they agree to be bound by these Official Rules and the final decisions of the Sponsor. Entry information becomes the exclusive property of Sponsor upon submission. Proof of submission of entry does not constitute proof of receipt of entry. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her telephone number during the Sweepstakes. YOU ARE NOT REQUIRED TO SHARE YOUR ENTRY ON YOUR PERSONAL FACEBOOK TIMELINE AS A CONDITION TO ENTERING THIS SWEEPSTAKES.

- **4. RANDOM DRAWING/ODDS:** On or about April 21, 2018, the Sponsor will select one potential winner by way of a random drawing from among all eligible entries received. Odds of winning depend on the number of eligible entries received.
- **5. PRIZE:** The Sweepstakes winner will have a donation made in the amount of \$4,500 to the Winner's choice of a Colorado nonprofit entity qualifying for tax treatment under IRC 501(c)(3) (the "Prize). The nonprofit cannot be the same nonprofit selected to win the 2017 Sweepstakes. The donation will be made on behalf of Alpine Bank in the Winner's name. To be eligible, the nonprofit must be registered and in Good Standing with the Colorado Secretary of State. The Prize will be procured, administered, and distributed by Sponsor. The total maximum retail value of the Prize is \$4,500.00USD. Actual value may vary based on shipping and handling. The winner will not receive cash value or any other form of compensation. No prize transfer. No other prize substitution, except at Sponsor sole discretion due to unavailability, in which case a prize of comparable or greater value will be awarded. All taxes (including without limitation Federal, state and local taxes) in connection with the Prize, and the reporting consequence thereof, are the sole responsibility of the winner.

# **6. WINNER NOTIFICATION/VERIFICATION/ADDITIONAL PRIZE RESTRICTIONS:** The potential winner will be notified by Facebook within 5 days following the announcement of the potential winner, to verify his/her eligibility and ability to accept the Prize. In Sponsor's sole discretion, a potential winner may only be notified one time as set forth above for attempted prize notification. If the potential winner does not respond, fails to claim prize, or is ineligible to claim the Prize within 10 days from the time the Facebook notification was sent ("Time Period), Sponsor reserves

the right to award the Prize to another potential winner by way of another random drawing. Proof of identity, age, and legal residence may be required to claim the Prize. Any winner or potential winner may be disqualified in Sponsor's sole discretion if: (a) he/she fails to provide any required information or properly completed documents within the required time period; (b) he/she fails to comply with any of the terms of these Official Rules; or (c) if any Prize or prize notification is returned as undeliverable or not timely returned, or any forms sent to potential winner are not timely returned as instructed. In the event of disqualification of a winner or potential winner, at Sponsor's sole discretion the Prize may be awarded to an alternate winner (or runner up) selected from among the remaining applicable eligible entries via the means of winner determination described herein, pending verification of eligibility. By accepting the Prize, the winner grants Alpine Bank the right to use his or her name, voice, likeness, photographs, and written comments for advertising and trade purposes. The winner also agrees to sign any required releases in connection with any promotion or publicity without any additional compensation. In order to claim any Prize, Winner may also be required to sign an agreement with Alpine Bank, which will include verification that the Winner followed all of the Sweepstakes Rules. All prizes will be awarded. No responsibility is assumed by Sponsor for any incorrect or missing postal address, email address or phone number associated with an entry, or any change of address, email or phone number of entrant after entry submission. Sponsor will determine any prize details not specified in its sole discretion. Sponsor will not replace any lost, damaged or stolen prizes. Prizes are awarded as-is and without warranty of any kind, implied or express. The Donation will be made on behalf of Alpine Bank in the Winner's name and the nonprofit must be registered with the Secretary of State and be in Good Standing. Sponsor will hold all winning entries for at least sixty following the completion of the Sweepstakes schedule.

- **7. WARRANTIES AND REPRESENTATIONS:** By participating, entrants warrant and represent that they agree to be bound by these Official Rules and the final decisions of the Sponsor. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate the Official Sweepstakes Rules or any rights of a third party and will not cause injury to any person or entity; and that you will indemnify Sponsor, its related entities and its affiliates for all claims resulting from content you supply submit. Entrants further grant Sponsor and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. Sponsor has the right to remove or delete any submission, or any part of any submission, if the submission (or any part thereof) contains false, untrue, obscene, or indecent statements or material or if the submission (or any part thereof) violates any applicable law, as determined in their sole discretion.
- **8. GENERAL CONDITIONS:** Sponsor, Facebook, their parents, subsidiaries, affiliates, advertising and promotion agencies, or any wholesalers, retailers, importers, or distributors together with the employees, officers, directors, and agents of each (aforementioned individuals and organizations collectively, the "Releasees") are not responsible and shall not be liable for: [a] failures or malfunctions of phones

(including wireless phones/handsets), phone lines or telephone systems or other communications malfunctions; cellular equipment towers, telephone systems or wireless services; [b] interrupted or unavailable network, server or other connections including those through and/or by the Sweepstakes Page; [c] electronic. hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; [d] failed, garbled, lost, misrouted or scrambled transmissions; [e] any error, omission, interruption, defect or delay in any transmission or communication or other errors or problems of any kind whether mechanical, human, technical, electronic, cellular telephone related or otherwise; [f] traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to entrant's or any other person's computer or wireless phone/handset related to or resulting from participation in this Sweepstakes; [g] late, lost, incomplete, damaged, or misdirected entries, email messages, or postage-due mail; [h] any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted; or [i] printing errors in Sweepstakes / advertising materials. By entering and participating, entrants agree to: [a] abide by these Official Rules and by the decisions of Sponsor, whose decisions are final and binding on all matters pertaining to this Sweepstakes: [b] the use of their names, photographs, testimonials or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) by Sponsor and its designee(s) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the universe in perpetuity, including but not limited to the posting of their names on the Sweepstakes Page, without compensation or notice to, or further consent of, to the winner to the extent permitted by law; and [c] to release, discharge and hold harmless the Releasees from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Sweepstakes or their acceptance, use or misuse of any prize awarded in this Sweepstakes, including, without limitation, personal injury, death and property damage. Failure to comply with the Official Rules may result in disqualification at Sponsor's sole discretion and selection of an alternate winner. All federal, state and local laws and regulations apply. CAUTION: ANY ATTEMPT BY A SWEEPSTAKES ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS DESIGNEES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH SWEEPSTAKES ENTRANT TO THE FULLEST EXTENT **PERMITTED BY LAW.** Internet entry must be made by the entrant only at the authorized Sweepstakes Page, https://www.facebook.com/alpinebankcolorado/, through the Entry Methods listed above. Entries may not be made by any other individual or any entity, and/or originate at any unauthorized Internet web site or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites. Any potential winner who entered by any of the prohibited methods described above will be disqualified and an alternate winner will be selected. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the "authorized

account holder" associated with the email account at the time of entry, who must comply with these Official Rules. Potential winner may be required to provide evidence (to the Sponsor's satisfaction) that they are the authorized account holder of the email address associated with a winning entry. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, an online service provider, or another organization that is responsible for assigning email addresses or the domain associated with the submitted email address. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or any associated web site; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify, or suspend all or any part of the Sweepstakes, and to select the applicable winner(s) from among the applicable eligible, nonsuspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion.

IN NO EVENT WILL SPONSOR, FACEBOOK, THEIR LICENSEES AND/OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS. DIRECTORS. EMPLOYEES. REPRESENTATIVES AND AGENTS. BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SWEEPSTAKES PAGE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SWEEPSTAKES PAGE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SWEEPSTAKES PAGE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, **FITNESS** FOR Α PARTICULAR **PURPOSE** NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS EXCLUSIONS.

- **9. GOVERNING LAW:** Except where prohibited, each entrant agrees that any and all disputes, claims 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 the appropriate court located in the State of Colorado. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado. Under no circumstances will participant be permitted to obtain awards for, and waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and participant further waives all rights to have damages multiplied or increased.
- **10. PRIVACY:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Sweepstakes Rules and the Sponsor's Privacy Policy located at <a href="https://www.alpinebank.com/custom/fi/alpinebank/fb/disclosure/privacy-policy.pdf">https://www.alpinebank.com/custom/fi/alpinebank/fb/disclosure/privacy-policy.pdf</a>
- **11. SEVERABILITY/HEADINGS:** If any provision of these Official Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- **12. WINNER LIST:** The name, city and state of the winner can be requested from Sponsor for approximately 60 days beginning on or about April 21, 2018. For a list of the winners of the Sweepstakes or for a copy of these Official Sweepstakes Rules, mail a self-addressed stamped envelope for receipt by June 21, 2018 to Sponsor at the below address.

Sponsor: Alpine Bank, 225 N. 5th St. Grand Junction, CO 81501

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This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to Alpine Bank and not to Facebook. The information you provide will only be used for the purposes described in the Official Rules of the Sweepstakes, and for sending subscribers company updates and

announcements. Please direct any questions to Alpine Bank and not to Facebook.