

Official Rules

ENTRY: No purchase necessary to enter or win. Individuals completing and submitting the Berkshire Taconic Community Foundation's Resident Survey (the "Survey") may enter the giveaway by (a) inserting their email address in the space provided at the end of the Survey and submitting the Survey by 11:59 p.m. (Eastern Time) on October 28, 2016 or (b) mailing by U.S. mail a postcard with the individual's name, address and telephone number to 800 North Main Street, P.O. Box 400, Sheffield, MA 01257 and the words "Berkshire Taconic Community Foundation Giveaway". Entries sent by U.S. mail must be received by October 28, 2016.

SPONSOR; ADMINISTRATOR: The giveaway is sponsored by Berkshire Taconic Community Foundation, Inc. ("Sponsor"), whose address is 800 North Main Street, P.O. Box 400, Sheffield, Massachusetts 01257. Sponsor has engaged Mt. Auburn Associates, Inc. (the "Giveaway Administrator"), 408 Highland Avenue, Somerville, Massachusetts 02144 to administer the Survey and the giveaway.

ELIGIBILITY: The giveaway is open to individuals who are legal U.S. residents 18 years of age or older at the time of entry who (a) are full or part-time residents of Berkshire County, Massachusetts, Columbia or Dutchess County, New York or Litchfield County, Connecticut and (b) complete and submit the Survey (or mail a postcard). The giveaway is void where prohibited by law and is subject to all applicable federal, state and local laws.

Current and former employees, contractors, officers and directors of Sponsor and the Giveaway Administrator, and their respective parents, subsidiaries and affiliated companies, agents, partners, advertising and promotional agencies, those involved in the production, development, implementation or handling of the Survey or the giveaway and members of their immediate family (spouses, children, siblings, parents and grandparents) and persons living in the same household as such persons are ineligible to enter the giveaway or win a prize.

ENTRY GUIDELINES: Entry is limited to one per person. Any attempt by any entrant to obtain more than the stated number of entries by using multiple or different identities or by any other method shall void that entrant's entry, and that entrant may be disqualified in the Giveaway Administrator's sole discretion.

No methods of entry other than the method specified herein will be accepted. Entries without complete information and/or not received by the Submission Deadline will not be eligible.

WINNER SELECTION: The Giveaway Administrator will choose one (1) winner at random from all eligible entries received. All decisions of the Giveaway Administrator are final.

PRIZES: The winner will receive a new Apple iPad Pro, which has a retail value of up to \$750.00.

Odds of winning depend on number of eligible entries received. The prize is limited to that listed in these Official Rules. The winning entrant is not entitled to any surplus between actual value of prize and stated retail value. In the event Sponsor is unable to award a prize as stated,

the winning entrant will receive a substitute prize of equal or greater value, at Sponsor's discretion. Any costs or fees not specifically listed here, as well as any applicable federal, state and local taxes, are the responsibility of the winning entrant. The winning entrant may expect delivery of the prize within two (2) weeks of prize notification, unless otherwise noted at the time of prize notification.

Sponsor and the Giveaway Administrator make no warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize awarded and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. The prize awarded is "AS IS" and WITHOUT WARRANTY OF ANY KIND, either expressed or implied. A prize is not exchangeable, transferrable or redeemable for cash.

WINNER NOTIFICATION: The winning entrant will be notified on or about November 1, 2016 via the email address, mailing address or phone number provided by the entrant. The winning entrant will be required to respond (as directed) to such notification within the time period specified in the notification. The failure to respond timely to the notification may result in forfeiture of the prize; and, in such case, the Giveaway Administrator may choose another winner from among the remaining eligible entries. The winning entrant may be sent an affidavit of eligibility/liability and publicity release (the "Release"). The winning entrant will be required to complete and return the Release within the time period specified therein. The winning entrant shall allow Sponsor to use his/her name, likeness, voice and/or biographical data for marketing purposes without limitation and without additional notice, compensation, or consent. The winning entrant may also be required to provide his/her name, birth date, current address and phone number. Should the winning entrant be unwilling or otherwise unable to provide the Release or otherwise cannot accept or receive the prize for any reason, an alternate entrant will be selected by the Giveaway Administrator from the remaining eligible entries until one who is able to meet all requirements shall be selected. The winning entrant must provide Sponsor with the signed Release and return all documents in a timely manner as required pursuant to these Official Rules in order to be eligible to receive the prize.

TERMS AND CONDITIONS: The giveaway is subject to these Official Rules and by completing the Survey and entering the giveaway, entrants agree to be bound thereby. By entering the giveaway, entrants agree to release and hold harmless Sponsor, the Giveaway Administrator, their respective advertising and promotional agencies, officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the giveaway or receipt or use or misuse of any prize.

All decisions of the Giveaway Administrator are final and binding and entrants agree to waive any right to claim ambiguity in the giveaway or these Official Rules, except where prohibited by law. Neither Sponsor nor the Giveaway Administrator is not responsible for: (a) lost, late, misdirected, undeliverable, postage-due, incomplete or indecipherable submissions due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Survey; (d) unauthorized human and/or mechanical intervention

in any part of the submission process or the Survey; (e) technical or human error which may occur in the administration of the Survey, the giveaway or the processing of entries; (f) any printing, typographical, administrative or technological errors in any materials associated with the Survey or the giveaway; or (g) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Survey or giveaway or receipt or use of any prize.

The Giveaway Administrator reserves the right to disqualify any entrant it finds to be violating these Official Rules. Sponsor reserves the right to cancel or suspend the Survey or the giveaway, in its sole discretion, should it receive fewer than ten submissions, or due to circumstances beyond its control, including natural disasters. Sponsor and the Giveaway Administrator disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Survey and reserve the right, in their sole discretion, to cancel, modify or suspend the Survey and the giveaway should a virus, bug, computer problem, unauthorized intervention or other causes beyond the control of Sponsor or the Giveaway Administrator, corrupt the administration, or security of the Survey or the giveaway. The Giveaway Administrator may prohibit an entrant from participating in the giveaway or winning a prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the giveaway by cheating, plagiarizing, engaging in any deception, or any other unfair practices of intending to annoy, abuse, threaten, undermine or harass any other entrants or representatives of Sponsor or the Giveaway Administrator. Disputes regarding these Official Rules and/or the giveaway will be governed by the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction. Entrants agree to submit to the jurisdiction of the state or federal courts of Massachusetts, with venue in Berkshire County with respect to any state court proceeding, and Springfield, Massachusetts, with respect to any federal court proceeding in connection with any and all legal actions or claims arising in connection with the giveaway.

WINNER LISTING: The name of the winner may be obtained by sending a self-addressed stamped envelope to the Giveaway Administrator at its address set forth above after October 28, 2016.