

Touchdown for Teachers Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

PURCHASING WILL NOT INCREASE YOUR CHANCES OF WINNING.

Void where prohibited or restricted by law, rule or regulation. Contest is subject to all applicable federal, state, local laws, rules and regulations. In the event of any conflict or inconsistency with any other advertising, promotional or other materials, these Official Rules shall govern.

1) Eligibility: Touchdown for Teachers contest (the “Contest”) is open to eligible adults who are 21 years of age or older, legal residents of the state of Maryland, Sussex County in the State of Delaware or York County in the State of Pennsylvania, and who are nominated by the Nominators (defined below) in connection with this Contest. Baltimore Ravens Limited Partnership (the “Ravens” or “Administrator”), M&T Bank (“M&T” and collectively with the Ravens, the “Sponsors”) and each of their respective parents, subsidiaries, affiliated companies, divisions, dealers, distributors, advertising, administrative and promotional agencies, and each of their representatives, directors, officers, employees, agents and assigns, and anyone else connected with the production and distribution of this Contest (collectively “Released Parties”) and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related to any of the above-named entities, are not eligible to participate or win. Only an individual meeting all eligibility requirements set forth in these Official Rules may participate in the Contest or win a Prize (as defined herein). Sponsors reserve the right to verify and determine eligibility in their sole discretion.

2) Promotion Period: Contest begins on Monday, February 24, 2020 at 9:01 a.m. Eastern Time (“ET”) and ends on Friday, April 3, 2020 at 11:59 p.m. ET (hereafter “Promotion Period”). Administrator’s computer is the official time keeping device for this Contest.

3) To Participate: During the Promotion Period, the Sponsors will accept, from legal residents of Maryland, Delaware or Pennsylvania who are 18 years of age or older (herein, the “Nominators”), nominations of Eligible Educators (as defined below) who have demonstrated outstanding service to their school and community (“Nominations”). Nominations may be entered in one of two ways: (a) **Online:** Visit www.BaltimoreRavens.com/teachers during the Promotion Period and follow the instructions provided to complete and submit the registration form to receive one (1) entry; OR (b) **Mail-In:** Download, print and complete the registration form and mail it in an envelope with proper postage affixed to: Ravens Touchdown for Teachers, 1 Winning Drive, Owings Mills, MD 21117 to receive one (1) entry. Nominations submitted (a) without all required information, (b) without using the designated nomination form, or (c) outside the Promotion Period, will be disregarded. Online and Mail-In entries must be received by 11:59 p.m. on Friday, April 3, 2020 to be eligible. All entries become the exclusive property of the Sponsors and will not be acknowledged or returned. The use of script, macro or automated devices (or any other devices intended to automate or subvert any aspect of entry) to enter the Contest is prohibited and any entry through such means and any entry that is deemed to be ineligible (at the Sponsors’ sole discretion and in accordance with these Official Rules) is void. For the purposes of this Contest, “Educators” shall mean those individuals who are 21 years of age or older and who are directly involved in the instruction and education of students, including: (a) teachers, (b) guidance counselors, and (c) teacher’s aides, but excluding school and district administrators. An “Eligible Educator” shall mean an Educator who is employed as an Educator in Maryland, Sussex County, Delaware or York County, Pennsylvania.

4) Winner Selection: Based on the criteria outlined below, all eligible entries received during the Promotion Period will, on or about April 13, 2020, be evaluated by a panel consisting of employees of M&T, the Ravens, community members and school officials (the "Panel"), and, as a result of such evaluation, one (1) Grand Prize Winner and two (2) Runner-up Prize Winners (for a total of three (3) winners) will be determined (the Grand Prize Winner and the Runner-up Prize Winners are collectively referred to herein as the "Prize Winners"). The Panel will judge, and "score," each eligible entry by assigning a point value to each eligible entry for each of the following, respective criteria: (a) amount of involvement in the school and/or community (volunteering, coaching, etc.) (0-5 points); (b) degree to which the Eligible Educator is a positive impact on the school and/or community (0-5 points); (c) degree to which the Eligible Educator demonstrates a commitment to education and the school and/or community (0-5 points); and (d) the originality of the story (0-5 points). The eligible entry with the highest point total will be deemed a potential Grand Prize Winner and the eligible entries with the next highest point totals will be considered potential Runner-up Prize Winners. In the event of a tie or series of ties that, after the above-described initial judging/scoring occurs, prevents the determination of which eligible entries have the three highest scores (as described above, one with the highest score, then the two with the next highest scores), any eligible entries (with the tied scores) will, as needed, be re-judged/re-scored based on the following criteria: how each respective Eligible Educator is a positive influence on his/her students, community and/or school (0-20 points).

Each potential Prize Winner will be notified by telephone. If a potential Prize Winner cannot be contacted, is ineligible according to these Official Rules, fails to return the required documents within the specified time period, decides to decline his/her prize for any reason whatsoever, or otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her prize and the prize may be awarded to an alternate winner from among all remaining eligible entries received, in the Sponsors' sole discretion. The Sponsors will select up to three (3) successive alternate winners in accordance with the selection criteria described above, after which point the prize will not be awarded.

5) Prizes: There will be three (3) prizes awarded as part of the Contest: one (1) grand prize ("Grand Prize") and two (2) runner-up prizes ("Runner-Up Prizes") (each a "Prize"). The Grand Prize consists of (a) a \$4,000 grant to the Grand Prize Winner's school, (b) one (1) school or classroom appearance by a Ravens Player, mascot and cheerleaders and (c) one (1) customized Ravens jersey. The approximate retail value ("ARV") of the Grand Prize is \$6,675. Each Runner-Up Prize consists of (a) a \$1,000 grant to the winning teacher's school and (b) one (1) customized Ravens jersey. The ARV of each Runner-Up Prize is \$1,175. The Total ARV of all prizes is: \$9,025.

6) Prize Restrictions: No transfer, assignment, sale, duplication, cash redemption or substitution of Prize (or portion of Prize) is permitted, except by Sponsors, which reserve the right to substitute a Prize (or applicable portion of Prize) with one of comparable or greater value, as determined by Sponsors. Sponsors are not responsible for and will not replace a lost or stolen Prize or any component thereof. All Prize details are at Sponsors' sole and absolute discretion. Non-compliance with these Official Rules may result in disqualification and, at Sponsors' sole discretion, the awarding of Grand Prize to a winner of a Runner-Up Prize, or awarding of a Runner-Up Prize to an alternate winner. All Prize Winners are solely responsible for any and all applicable fees, taxes and expenses associated with a Prize that are not specifically listed herein.

7) Verification of Potential Winners: ALL PRIZE WINNERS ARE SUBJECT TO ELIGIBILITY VERIFICATION BY SPONSORS, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. NO NOMINATED EDUCATOR IS A WINNER OF ANY PRIZE UNLESS AND UNTIL SUCH NOMINATED EDUCATOR'S ELIGIBILITY HAS BEEN VERIFIED AND HE OR SHE HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

8) Publicity, Limitations of Liability and Releases: BY PARTICIPATING IN THIS CONTEST, NOMINATORS AND EACH ENTRANT (INCLUDING, WITHOUT LIMITATION, EACH ELIGIBLE EDUCATOR) (THE "RELEASING PARTIES") AGREE THAT RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY RELEASING PARTIES AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE, ENTRY OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS CONTEST, RELEASING PARTIES AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY, ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES EACH PRIZE WINNER'S GRANT TO SPONSORS (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF EITHER SPONSOR) AND THE RELEASED PARTIES, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE PRIZE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

BY SUBMITTING A NOMINATION, EACH NOMINATOR AGREES THAT ANY COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS ("SUBMISSIONS") THAT NOMINATOR MAY SUBMIT TO SPONSORS OR POST TO WWW.BALTIMORERAVENS.COM/TEACHERS IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE OR ELECTRONIC MAIL OR BY MAIL-IN ENTRY OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION, ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSORS SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS. SPONSORS SHALL BE FREE TO EDIT,

EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE NOMINATIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO NOMINATOR OR ANY THIRD-PARTY. NOMINATOR AND ANY ENTRANT (INCLUDING ANY POTENTIAL ELIGIBLE EDUCATORS) GRANT TO THE SPONSORS AND EACH OF THEIR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE AND WORLD-WIDE LICENSE TO USE IN PERPETUITY THE NOMINATION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSORS DO USE THE NOMINATION, NOMINATOR SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. NOMINATOR WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS, AND AGREES THAT IF SPONSORS ELECT TO USE NOMINATION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO THE NOMINATION OR FROM USE OF THE SAME BY THE SPONSORS SHALL BE THE SOLE PROPERTY OF THE SPONSORS, AS APPLICABLE. NOMINATOR FURTHER AGREES THAT IF SPONSORS ELECT TO USE THE NOMINATION, NOMINATOR AND THE APPLICABLE ELIGIBLE EDUCATOR WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSORS REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSORS OF THE NOMINATION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, NOMINATOR AND RESPECTIVE ELIGIBLE EDUCATOR AGREE TO INDEMNIFY SPONSORS AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING EACH WEBSITE ASSOCIATED WITH THIS CONTEST AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9) NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: The Releasing Parties understand and acknowledge that Sponsors have wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to them or being developed by their own employees. The Releasing Parties also acknowledge that many ideas may be competitive with, similar or identical to the Nomination and/or each other in theme, idea, format or other respects. The Releasing Parties acknowledge and agree that they will not be entitled to any compensation as a result of Sponsors' use of any such similar or identical material. Further, the Releasing Parties acknowledge and agree that the Sponsors do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Nomination. Finally, the Releasing Parties acknowledge that, with respect to any claim by such Releasing Parties relating to or arising out of the Sponsors' actual or alleged

exploitation or use of any Nomination or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Releasing Party will not be irreparable or otherwise sufficient to entitle such Releasing Party to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Nomination or any material based on or allegedly based on the Nomination, and the Releasing Party's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

10) General Conditions: Sponsors reserve the right, in their sole discretion, to modify, suspend or terminate this Contest (or any portion thereof) should any virus, bug, fraud, non-authorized human intervention or other causes, including but not limited to weather, war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of this Contest and, in the event of termination, at its discretion, select a Prize Winner from among all eligible, non-suspect entries received as of the date of the event requiring such termination. Sponsors reserve the right to disqualify any individual they determine, in their sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Contest, (b) defraud Sponsors, (c) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other entrants, Released Parties, or representatives of the Released Parties, or (e) act in violation of these Official Rules. In such event(s), Sponsors reserve the right (in addition to disqualification of such individual) to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Contest through means not permitted by these Official Rules is subject to disqualification. No more than the stated number of Prizes will be awarded. **ANY ATTEMPT BY ANY PERSON DELIBERATELY TO DAMAGE THE ELECTRONIC ENTRY FORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES (INCLUDING ATTORNEYS' FEES) AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.**

Released Parties are not responsible for late, lost, stolen, incomplete, misdirected, delayed, garbled, damaged, illegible, inaccurate, postage due or undelivered entries or mail, or for telephonic, human or computer failures, problems or errors, interruptions in service due to system upgrades, repairs, modifications or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, mail, or the announcement of the Prize; or for any injury or damage to Nominator's or any other person's computer relating to or resulting from participation in this Contest, or for printing, typographical, human or other errors appearing in these Official Rules or other Contest-related materials. Sponsors reserve the right, in their sole discretion, to void any entries of entrants whom Sponsors believe have attempted to tamper with or impair the administration, security, fairness or proper play of this Contest or is in violation of these Official Rules.

11) Agreement to Official Rules: By participating in the Contest, Releasing Parties agree to be bound by these Official Rules and the decisions of the Sponsors (including but not limited to Sponsors' employees or agents handling Prize redemption), which are final and binding in all matters relating to the Contest. By participating in the Contest, each Nominator waives any right to claim ambiguity in these Official Rules.

12) Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or the Released Parties in connection with this Contest will be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

13) Privacy: By entering the Contest, each entrant agrees that his or her entry and any other personally identifiable information collected in connection with the Contest may be used by Sponsors or their affiliates for administration of this Contest, including in connection with Prize fulfillment. Unless you opt in for future communication, the information you provide will only be used for Contest purposes. M&T's privacy policy is available at <https://www.mtb.com/help-center/policies/privacy-policy>.

14) Arbitration: Except where prohibited by law, as a further condition of participating in the Contest, Entrant agrees that (a) any and all disputes and causes of action arising out of or connected with the Contest 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. YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS PROMOTION, THEN, WITHIN 30 DAYS FROM THE DATE OF YOUR ENTRY, YOU 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.

15) Official Rules and Winners List: Official Rules for this Contest may be obtained by visiting www.baltimoreravens.com/teachers. For the winner's name, send a written request to 1 Winning Drive, Owings Mills, MD 21117, Attn: Touchdowns for Teachers for receipt after May 1, 2020 and before August 1, 2020.

16) Administrator: Baltimore Ravens, L.P., 1 Winning Drive, Owings Mills, MD 21117

17) Sponsors: Baltimore Ravens, L.P., 1 Winning Drive, Owings Mills, MD 21117
M&T Bank, One M&T Plaza, Buffalo, NY 14203