

WERS Berkshires 2020 Promotion (the “Promotion”)

Official Rules

NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. ELIGIBILITY. The WERS “Berkshires 2020” promotion (the “Promotion”) is only open to those who, as of the start date, are legal residents of the fifty (50) United States, including the District of Columbia, and who have reached the age of majority in their state of residence. The Promotion is void where prohibited or restricted by law. Employees, officers and directors of Sponsor and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies involved in the administration of this Promotion, and the immediate families (defined as parents, spouses, children, siblings, grandparents and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director), are not eligible to enter.

2. TIMING. The Promotion entry period begins at 12:00AM Eastern Time (“ET”) on 09/30/2020 and ends at 6PM ET on 10/23/2020 (the “Entry Period”). Sponsor’s computer is the official timekeeping device for the Promotion.

HOW TO ENTER. To enter, either make a pledge (donation) online at WERS. ORG, or IF you choose to enter without making a donation, send your name, address, and phone number to Promotions@wers.org. All sustaining members are eligible to win.

Limit of one (1) entry per person. Multiple entries, mass entries, and entries generated by script, macro, or other automated means or by any means that subvert the entry process will be void.

Complete all requested information during the entry process in accordance with the instructions. You must complete all required information to be eligible to win. All entries must be received by Sponsor during the Entry Period. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, identities, registrations, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, void, unintelligible or misdirected entries, which will be disqualified.

In the event of a dispute as to an entrant’s entry, the natural person who is the authorized account holder of the email address will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Promotion. The “authorized account holder” is the natural person assigned to an email address by an Internet access provider, online service provider, Internet service provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor’s satisfaction, the winning entrant may be deemed ineligible. All entries become the exclusive

property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt of entry by Sponsor.

3. DRAWING; ODDS; NOTIFICATION. On or about 6PM 10/23/2020 Sponsor or Sponsor's designee will randomly select potential winner(s) from among all eligible entries received. Odds of winning a prize depend on the number of eligible entries received. The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements and requests of Sponsor during the verification process. The potential winner will be notified by phone, mail, courier and/or email. The potential winner may be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated. If the potential winner cannot be contacted within seven (7) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules or the requests of Sponsor, then the potential winner may be disqualified and an alternate winner selected by Sponsor in its sole discretion in his/her place, at random from among all eligible non-winning entries received by Sponsor for the Promotion.

4. PRIZE(S). 1 prize(s) will be awarded in the Berkshires 2020 Promotion. The approximate retail value ("ARV") of a prize is two thousand one hundred and ninety seven dollars (\$2,197). Prize must be accepted as awarded, and prize is awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value, in the event of unavailability of the advertised prize. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. For prizes valued over \$600, prize winner will be issued an IRS Form 1099 for the retail value of the prize. If potential winner does not wish to accept the prize, an alternate winner will be selected from the pool of eligible entrants. All details of the prize not set forth herein will be determined by Sponsor in its sole discretion. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner.

5. DATA. Information collected in this Promotion will be administered by Sponsor in accordance with its Privacy Policy, located at <http://wers.org/wers-privacy-policy>.

6. OFFICIAL RULES. These Official Rules are available at www.wers.org or by sending a self-addressed envelope to "[Berkshires 2020]" – Rules Request." c/o WERS, 120 Boylston Street, Boston, MA 02116.

7. WINNERS LIST. To request a list of winners, send a self-addressed postage-stamped envelope to "Berkshires 2020" – "Winner List Request," c/o WERS, 120 Boylston Street, Boston, MA 02116. Requests must be received by December 7, 2020.

- 8. SPONSOR.** The sponsor is WERS, 120 Boylston Street, Boston, MA 02116.
- 9. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules, and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.
- 10. PUBLICITY.** Except where prohibited by law, participation in the Promotion constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.
- 11. GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. 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 Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.
- 12. RELEASE.** By entering, each entrant forever, fully and irrevocably releases and holds harmless Sponsor, Emerson College, and their parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Promotion partners and prize suppliers, and Facebook, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Promotion and/or entrant's award, receipt or use of any prize awarded in the Promotion.
- 13. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Promotion; (e) printing, typographical, electronic or human errors, which may occur in the offer or administration of the Promotion or the processing of

entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

14. DISPUTES. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Boston, Massachusetts; entrant submits to sole and exclusive personal jurisdiction to said courts in the Commonwealth of Massachusetts for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules of provisions, which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.