

2024 #PenguinPrizes Contest
Montecito Bank & Trust Local Contest
OFFICIAL RULES

Montecito Bank & Trust (“MB&T”) is hosting a local contest. References to “Sponsor” shall mean MB&T. The Contest shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein. This contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook.

NO PURCHASE NECESSARY TO ENTER.

1. **HOW TO ENTER:** To enter online, comment on the Facebook post with the location of the Penguins. All online entries must be received by 6:00 p.m. PST on the day of the original Facebook post, to be eligible for the drawing taking place that week and only the first ten (10) correct responses will be eligible for the random drawing. Normal Internet access and usage charges imposed by your online service will apply. Use of computer programs and other automatic means to enter are prohibited. Sponsor is not responsible for any incorrect or inaccurate information or failure, whether caused by website users, tampering, or by any of the programming or equipment associated with or used in this Contest and assumes no responsibility for any errors, omission, deletion, defect, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access to, or alteration of, entries. Facebook submissions must be entered into the comments section of the original post in order for the submission to be considered in the contest. Contestants can only enter the contest ONCE per week. Contestants found using multiple accounts will be ineligible.

Contestants must be residents of Santa Barbara or Ventura County and must be 13 years of age or older. Submissions from individuals in other locations will not be considered and will be removed from the Contest. Submissions should not contain any threatening, offensive, profane or vulgar material. Any such submissions will be deleted and will not be considered for the Contest.

2. **START/END DATES:** Each weekly Contest begins at 10:00 a.m. PST and ends at 6:00 p.m. PST on Wednesdays in August 2024. Respective dates are August 7, 14, 21 and 28.

3. **ELIGIBILITY:** The Contest is open only to legal residents of the Santa Barbara or Ventura County.

Employees of the Sponsor, its parent companies, affiliates, subsidiaries, advertising, promotional agencies, website providers/webmasters and immediate family members (and those living in their households) of each employee are not eligible. This offer is void wherever prohibited or restricted by national, state, municipal, provincial or any other government laws. Subject to all federal, state, local, municipal, provincial and local laws. By entering this Contest, each entrant accepts and agrees to be bound by these official rules and acknowledges that they have read the eligibility requirements and that he/she meets those requirements.

4. **CONSUMER CREATED CONTENT:** If the entry for the contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1)

you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the Sponsor under any fiduciary or other obligation, that the Sponsor is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting Sponsor, its successors and assigns, a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

5. **WINNER SELECTION:** Qualifying entries must be received by 6:00 p.m. PST August 7, 14, 21 and 28, 2024. Winner(s) will be selected by random drawing on the Thursday following the original weekly post. Only the first ten (10) entrants with correct responses will be eligible for the random drawing each Thursday. Odds of winning depending on the total number of correct responses. All drawings will be made on a strictly random basis. By entering the contest, entrants fully and unconditionally agree to be bound by these rules.

6. **PRIZE:** One (1) Prize will be awarded each week in August 2024. Prize will be distributed in an MB&T branch immediately after selection of the winner. No substitution for gift card prize. The winner will be responsible for any federal, state, and local taxes.

#PenguinPrizes Contest Prize Descriptions

WEEKLY PRIZE

\$100 cash

7. **NOTIFICATION/HOW TO CLAIM PRIZES:** On or about August 6, 13, 20 and 27, 2024, the Sponsor will notify the winner via Facebook Messenger. If the winner (if not a minor) or parent or legal guardian of a winner (if a minor) does not respond to the contact attempt within two (2) business days, or if the winner (if not a minor) or parent or legal guardian of a winner (if a minor) declines a Prize, the Sponsor will select another winner, at and in a manner to be determined in the Sponsor's sole and absolute discretion. Each winner (if not a minor) or each minor winner's parent or legal guardian must confirm his/her or his/her child's eligibility and accept the Prize on his/her or his/her child's behalf. Winners will collect their prize by visiting an MB&T branch of their choice. Prizes must be claimed by September 16, 2024. Winners will also be asked to take a photo to be posted on the MB&T Facebook page announcing them as a contest winner.

8. **ADDITIONAL TERMS:** Entrants agree to release and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively "Affiliates") from any and all liability or injuries, losses or damages of any kind to persons, including death, or to property, resulting in whole or in part, directly or indirectly, from this Contest, any prize won or in any Contest-related activity. Sponsor and Affiliates are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed

electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest which may limit the ability to participate or by any human error which may occur in the processing of the entries in this promotion. In its sole determination, Sponsor may disqualify any person who tampers with or abuses any aspect of the Contest or website, or who acts in violation of the Official Rules, or acts in any manner to threaten or abuse or harass any person. Should any portion of the Contest, in Sponsor's sole opinion, be compromised by virus, software defects, non-authorized human intervention or other causes thus corrupting or impairing administration, security, fairness or proper play of the Contest, or submission of entries, Sponsor may suspend, modify, or terminate the Contest and randomly select winners from valid Internet entries received prior to such action.

In the event of any dispute, all parties agree that the judgment and determination of Sponsor will be final and binding in the awarding of the Contest Prize. In event of a dispute regarding entries received from multiple users having the same email account, the winner will be the authorized account holder of the email account used to enter the Contest. The potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. All entries become the property of the Sponsor and will not be returned to entrant.

9. **SPONSOR:** Montecito Bank & Trust, 1010 State Street, Santa Barbara, CA, social@montecito.bank.