# The Salem Five Power of Five Sweepstakes

#### Official Rules

# 1. No Purchase or Transaction Required. To Enter:

Participants may enter by opening a Salem Five personal checking account, any time between March 17, 2025 and April 17, 2025 ("Promotion Period). To qualify for automatic sweepstakes entry, the account must be opened during the Promotion Period, customer must not have had a Salem Five personal checking account within the last 12 months and must have a positive balance at the time of winner drawing. Minimum balance to open the account is \$10. To enter without opening a new Salem Five personal checking account, mail a standard-size postcard, only, with your full name, address, phone number, and email to: Salem Five Power of Five Sweepstakes, PO Box 612, Marblehead, MA 01945. **Limit one (1) entry per person.** All new Salem Five personal checking accounts must be opened by close of banking business on April 17, 2025 to be eligible for sweepstakes entry; mail-in entries must be postmarked by April 17, 2025 and received by April 23, 2025.

## 2. **Drawing:**

Winner will be selected via random drawing from among all eligible entries received. Drawing will be conducted by PROMOSIS, INC. ("Administrator"), an independent judging organization whose decisions in all matters relating to this sweepstakes are final. Potential winner will be notified by Administrator, via email, on or around April 24, 2025, and will be required to complete an online Winner Verification within three (3) days of the date the initial notification is sent to the potential winner, or prize will be forfeited. Potential winner will also be required to upload a "selfie" photo and image of a government-issued photo ID or valid Driver's License, plus provide their Social Security number for IRS 1099-MISC tax form purposes, as part of the online verification process. Any potential winner who fails to respond to the winner notification, declines to accept a prize, or is found to be ineligible will be disqualified, and an alternate winner will be randomly selected from the remaining pool of entries received for the original drawing.

#### 3. Prize:

One (1) Grand Prize: a trip for two (2) to a destination of the winner's choice, including round trip economy/coach class air travel from the major U.S. gateway airport nearest the winner's home, five (5) nights accommodations at a 5 star (or comparable) resort or hotel (1 room, double occupancy), plus \$500 for ground transportation, food, and incidentals. Approximate retail value of Grand Prize = \$8,000. Actual value of Grand Prizes may vary based on timing of trip, location of departure city, and assessment of prize elements publicly available. Difference between actual value and stated value, if any, will not be awarded in cash or other consideration. Grand Prize trip must be completed by April 17, 2026. Grand Prize elements, including air travel provider, will be chosen by Administrator. Grand Prize winner is responsible for any incidental travel costs not expressly stated above, including but not limited to transportation to/from airport in departure city, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, meals, personal charges at lodging, or other expenses. Any other costs associated with the Grand Prize trip are at the winner's discretion, and are not included. Travel guest of the winner will be required to complete a liability/publicity release (where permitted by law) before trip is booked. Winner and guest must travel together on the same itinerary, and are solely responsible for obtaining any and all required travel documentation. Grand Prize trip and components are subject to scheduling availability and certain other restrictions. Sponsor will not be responsible for replacement of any lost or stolen tickets or travel vouchers once they are in winner's possession or in the possession of the winner's guest. If the Grand Prize winner elects to partake in the prize trip without a quest, no additional compensation will be awarded to the winner. Sponsor is not responsible for any postponement, delays, or cancellation of air travel in

connection with the prize trip or any postponement, delays, or cancellation of event, due to COVID-19 or other reasons. Sponsor bears no responsibility if any event, element, or detail of a prize is canceled, postponed, or becomes unavailable for any reason. Should any event, element, or detail of a prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element, or detail. Prize may not be transferred; non-cash portion of prize may not be redeemed for cash, in whole or in part. No substitution for prize or parts thereof, except by Sponsor as may be necessary due to unavailability. If originally-offered prize or prize element is unavailable at the time of award, Sponsor may, at its sole discretion, substitute an item of comparable or additional value. Winner is solely responsible for all applicable federal, state, or local taxes on the value of the prize won, and will be issued an IRS 1099-MISC tax form for the value of the prize. By accepting the prize, winner agrees to receive the 1099-MISC via email. Winner further agrees to grant to the Sponsor and its promotion partners the right without limitation to use the winner's name, picture, portrait or likeness, and voice in any future promotional material connected with this Sweepstakes in any and all media, now known or hereafter devised, without further compensation, where permitted, and that such use can be made without prior inspection or approval of the use of any copy used in connection with it. In the event of a conflict or discrepancy between any messaging or communication regarding the sweepstakes and these Official Rules, these Official Rules shall prevail. No more than the stated number of prizes will be awarded. Odds of winning are dependent upon the total number of entries received.

# 4. Eligibility:

The sweepstakes is open to legal residents of CT, MA, ME, NH, RI, and VT who are at least 18 years of age at the time of entry. Not open to employees of Salem Five, its officers, its corporators, affiliates, promotion partners, advertising, production, and public relations agencies, and PROMOSIS, INC. and their immediate families as well as people living in the same households of such individuals. Entrants agree to the release of their name and address information to Sponsor for winner verification/notification purposes. All other aspects of the Salem Five privacy notice are in effect. Void where prohibited by law or regulation. All federal, state, and local laws and regulations apply. By entering, participants agree to be bound by these official rules.

## 5. Limitation of Liability:

Sponsor and Administrator are not responsible for typographical errors in any sweepstakes-related materials, or for any individual's inability to enter the sweepstakes. including but not limited to unavailable network, server, or other connections; failed software promotion or hardware transmissions; other errors of any kind, whether human, mechanical, or electronic; or for any damage to any computer related to or resulting from participation. Entries that are generated by script, macro, or other automated entry devices are not valid, and will be disgualified. Sponsor reserves the right to disgualify and seek prosecution of any entrant who disrupts or interferes with the proper play of the Sweepstakes, or acts in violation of these Official Rules in any way. Sponsor reserves the right to cancel or modify the promotion should any of the foregoing occurrences corrupt or impair the administration, security, fairness, or proper play of the promotion, as determined by Sponsor in its sole discretion. If the promotion is canceled for any reason, including but not limited to those listed above, winners will be determined via random drawings from among all eligible entries received up to the time of promotion cancellation. Entrants agree that the Sponsor, its promotion partners, related companies, and agencies, and their respective employees or officers shall not be liable for injury, losses, damages, or costs of any kind resulting from participation in this promotion or acceptance of or use or misuse of a prize or parts thereof. All third-party trademarks belong to their respective owners. The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Sweepstakes or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with Sweepstakes advertisements or the Sweepstakes.

#### 6. **Dispute Resolution:**

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participants' actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

#### 7. Winners List:

For the name of the Grand Prize winner, send a standard-size postcard, only, with your return address to: Salem Five Power of Five Sweepstakes Winners List, PO Box 38, Marblehead, MA 01945. Requests must be received by July 17, 2025.

## 8. Administrator:

Promosis, Inc., 89 Front Street, Ste. 205, Marblehead, MA 01945

## 9. **Sponsor:**

Salem Five, 210 Essex Street, Salem, MA 01970

Salem Five Cents Savings Bank, Member FDIC

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