

Minority-Owned Business Membership Contest Official Rules

Sponsored By: Myrtle Beach Area Chamber of Commerce (“MBACC”) and TD Bank

IMPORTANT: Please read these Minority-Owned Business Membership Contest Official Rules (the “Official Rules”) before entering into this contest. By entering this online contest, you agree to bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR FACILITY VISIT IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THE ODDS OF WINNING IN ANY CONTEST DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED FOR THAT CONTEST AS EACH CONTEST WILL BE DRAWN AT RANDOM BY A REPRESENTATIVE OF THE SPONSOR.

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES (DEFINED BELOW). THESE RULES ALSO CONTAIN WAIVERS OF YOUR RIGHTS (DEFINED BELOW) THAT AFFECT THE WAY IN WHICH ANY CLAIM OR DISPUTE BETWEEN YOU AND THE SPONSOR CAN BE BROUGHT.

THIS CONTEST IS VOID WHERE PROHIBITED OR EXCLUDED.

OVERVIEW: MBACC and/or TD Bank may host multiple contest (each a “Contest”). Each Contest is separate. Entry into one Contest is not entry for any other Contest. Details on the exact dates for any Contest, along with the prize(s) available in that Contest, and any other details will be listed on the Contest entry Page (the “Contest Page”). These Official Rules apply to each separate Contest along with any other additional rules on the Contest Page; unless the Contest Page for a particular Contest refers to a separate set of Official Rules in which case those Official Rules will apply.

Promotion Period. The Contest starts at 12:00 a.m. (all times are Eastern Standard Time) on the start date listed on the Contest Page and ends at 11:59 p.m. on the end date listed on the Contest Page (the “Promotion Period”). All entries must be received during the Promotion Period and meet other requirements in these Official Rules to be eligible to win a prize.

Drawing(s) will be held on the date listed on the Contest Page. Winner(s) will be announced after the potential winner(s) are verified and confirmed.

1. **TERRITORY.** Except where excluded, each **CONTEST** consists of an online contests (the “Contest”) available to legal residents of Horry and Georgetown County, South

Carolina (the “Territory”) during the Promotion Period. The Contest is void elsewhere.

2. ELIGIBILITY AND AGREEMENT TO OFFICIAL RULES.

- a. **Agreement to Official Rules.** The Contest will be conducted in the Territory by MBACC and TD Bank (collectively, the “Sponsor”), and each person who participates (the “Participant”) in the Contest unconditionally accepts and agrees to comply with, abide by, and have all participation subject to these Official Rules, any other additional rules on the Contest Page, and the decisions of the Sponsor, which shall be final and binding with respect to all aspect of the Contest in the Territory. Note: By participation in this Contest, you are opting-in to receive promotional email and newsletters from the Sponsor and its affiliated brands. If at any time you seek to no longer receive said promotional emails or newsletters, you may unsubscribe by clicking a single link in all emails that are sent to you.
- b. **Eligibility.** The Contest is open only to businesses that were lawfully formed and/or incorporated in this State and in operation for at least one (1) month prior to enrolling in the Contest. The business must be fifty-one (51%) percent or more owned by a minority, marginalized, or underrepresented demographic such as: Black or African American, Hispanic, Native American, Asian-Pacific, Subcontinent Asian, woman, veteran, LGBTQ, or disabled person. The business cannot already be an investor of Myrtle Beach Area Chamber of Commerce.
 - i. There is a limit of one entry per business and one entry per email address. Each Participant shall only participate in the Contest on his or her own business’s behalf and cannot participate or enter on behalf of any other person or entity. Any attempt by a Participant to obtain more than the stated number of entries by using multiple/different identities, multiple/different/fictitious/false email addresses and/or any other method will void that Participant’s entry and that Participant may be disqualified from participating in any and all Contest sponsored by the Sponsor.
 - ii. In the event of a dispute regarding the identity of the person or business submitting an entry, the entry will be deemed submitted by the person in whose name the email account (provided via the entry form) is registered (“Authorized Account Holder”). The Authorized Account Holder is the natural person who is assigned to the email address by an internet access provider, on-line service provider, or other organization that is responsible for assigning email addresses, or the domain associated with the submitted email address.
 - iii. No mechanically or programmatically reproduced entries are permitted. Sponsor will not verify receipt of entries for Participants. All entries submitted become the sole property of Sponsor and will not be

returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged entries.

- c. **Compliance and Verification.** Winning the prize requires that the potential winner of the prize is, and remains, in compliance with these Official Rules and any other additional rules on the Contest Page. Until a potential winner is verified to be eligible and in compliance with these Official Rules and any other additional rules on the Contest Page, the potential winner is, and will remain, a potential winner, unless the potential winner is disqualified for not complying with the Official Rules and/or not being eligible to participate in the Contest. Sponsor reserves the right to disqualify any potential winner who Sponsor, in its sole and absolute discretion, determines is not permitted by law to receive a prize. Sponsor is not required to conduct any advertising or public relations associated with a winner

3. HOW TO ENTER.

- a. **Online Entry:** Entries should be submitted using the online entry form. For those without access to submit an online entry, a paper entry form can be completed and returned to Myrtle Beach Area Chamber of Commerce, Attn: Amanda Bailey, 1200 N. Oak St., Myrtle Beach, SC 29577, but must be received during the Promotion Period.

4. CONTEST – PRIZES/ODDS/DETAILS.

The prize(s) and value(s) available for any Contest will be listed on the Contest Page for that Contest. The odds of winning in any Contest depend on the number of eligible entries received for that Contest.

- a. **Winner Selection and Notification.** Each Contest drawing will be selected in a random drawing by representatives of the Sponsor from among the eligible entries received during the applicable Promotion Period for that drawing and on the date specified on the Contest Page. Each potential winner will be notified via email using the contact information supplied at the time of entry. The notification will include instructions on how to contact Sponsor to provide name, address or other information that may be necessary to complete validation of eligibility and obtain and complete Prize Claim Documents. No liability is assumed for any winner notification that is lost, intercepted, or not received during the Promotion Period by a potential winner for any reason. If a potential winner does not respond within three (3) days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If a potential winner is found to be ineligible, or if he or she has not complied with these Official Rules and any other additional rules on the Contest Page, or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.
- b. **Additional Prize Information.** Sponsor may, at its sole and absolute discretion, select an alternate potential winner should any potential winner be disqualified.

Sponsor will provide for standard trackable delivery of the prize in the Contest. The prizewinner shall be solely responsible for all federal, state, and/or local taxes and other fees associated with prize receipt and/or use. The prize may not be assigned or changed except at the sole and absolute discretion of Sponsor. Prizes pictured in advertising, marketing, or promotional materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between statements contained in any such materials and the terms and conditions of these Official Rules, these Official Rules together with the additional rules on the Contest Page for the specific prize shall prevail, govern and control.

- c. **General Prize Conditions.** Prizes are non-transferable, and no cash alternative or prize substitution will be allowed, except in Sponsor's sole and absolute discretion. A substitute prize of comparable or greater value may be awarded if any prize listed becomes unavailable for any reason. Each winner is responsible for any taxes due as a result of accepting the prize, and for any other fees or costs associated with acceptance or use of any prize not expressly included in the prize description. Winners of prizes valued at \$600 or more will be issued an IRS Form 1099 for the value of the prize.
5. **PRIZE CLAIM DOCUMENTS.** Except where prohibited, the Prize Claim Documents will include, but are not limited to: a Declaration or Affidavit of Eligibility (as solely determined by Sponsor), Release of Liability, a Publicity Release (where lawful), a Federal IRS form W-9 for tax filing purposes (for the year a prize is received), and such other documents as may be determined by Sponsor. All Prize Claim Documents must be returned as provided in the directions to the potential winner.
6. **PUBLICITY AND PRIVACY.** Participation in the Contest constitutes winner's consent to Sponsor's use of winner's individual and business name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
7. **WINNERS LIST.** A list with the first and last name along with the business name of the winner(s) in each Contest will be available on Sponsor's website for at least ninety (90) days after the end of the applicable Contest.
8. **RELEASE.** By receipt of any prize, winner agrees to release and hold harmless Sponsor and any other third-party providers or their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") 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 Contest or the receipt or use or misuse of any prize.
9. **INDEMNIFICATION.** By entering the Contest, PARTICIPANTS AND EACH WINNER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER FOR

ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH PARTICIPANTS PARTICIPATION IN THE CONTEST, OR DOWNLOADING OR ACCESSING OF ENTRY MATERIALS, OR THE ACCEPTANCE, POSSESSION OR USE OR MISUSE OF ANY PRIZE AWARDED HEREIN, ANY SERVICES PROVIDED BY PARTIES OTHER THAN THE SPONSOR IN CONNECTION WITH THE PRIZE AWARDED, OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT). Participant and each Winner further covenant not to sue Sponsor or any of the other Released Parties and hereby acknowledge that neither Sponsor nor any Released Party has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Contest or the Prizes.

10. **LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use or misuse of any prize; or (7) any maintenance, service charge(s), account activation or monthly fees, repairs, replacement, insurance, or any expense related to ownership of any prize. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in the Contest, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules and any other additional rules on the Contest Page to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. **GENERAL PROVISIONS.**

- a. Sponsor reserves the right to cancel, suspend and/or modify any Contest, or any part of it, if any fraud, computer bugs, computer viruses, hacking, security breach, tampering, technical failures, human error, service interruptions, force majeure or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole and absolute discretion. In such event, Sponsor, in its sole and absolute discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered in the Contest. Sponsor reserves the right, in its sole and

absolute discretion, to disqualify any individual it finds to be abusing or tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike, fraudulent, deceptive, or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules or any other additional rules on the Contest Page shall not constitute a waiver of that provision.

- b. Sponsor's computer is the official timekeeping device for the Contest. No automated entry devices, bots, spiders, mechanisms, programs, or otherwise are permitted. Entries may not be acknowledged or returned. Proof of transmission is not proof of receipt.
- c. By entering the Contest, Participants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Contest. Sponsor reserves the right to block entry to any individual for any or all Contest conducted by Sponsor, whether current or in the future, if such individual is determined to be found in violation of these rules.
- d. Sponsor makes no warranty that the website interface and any content, features, or functionality offered thereon will meet any requirement or will be uninterrupted, timely, secure, or error-free; or there will be no errors in the website interfaces or any content, feature, or functionality offered thereon. Sponsor shall not be responsible for any damage caused to Participant's computer, mobile device, or data, or for any bugs, viruses, Trojan horses, or other destructive code resulting from use of any entry or prize draw interfaces or any content obtained from any third-party services.

12. GOVERNING LAW AND WAIVER OF JURY TRIAL. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS THE WAY IN WHICH ANY CLAIM OR DISPUTE BETWEEN PARTICIPANT AND THE SPONSOR IS RESOLVED.

- a. **Governing Law.** All matters arising out of or relating to the Contest and all matters concerning the construction, validity, interpretation, and enforceability of these Official Rules and any other additional rules on the Contest Page, or the rights of Participant(s), shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under or relating to the Contest and all matters concerning the construction, validity, interpretation, and enforceability of these Official Rules and any other additional rules on the Contest Page, or the rights of Participant(s) may only be brought in the federal and state courts of South Carolina located in Horry County, South Carolina and Participant hereby consents to the exclusive jurisdiction of such courts.

- b. Process. PARTICIPANT FOR HIM OR HERSELF AND FOR HIS OR HER HEIRS, SUCCESSORS, AND ASSIGNS UNCONDITIONALLY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF THE CONTEST AND ALL MATTERS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE OFFICIAL RULES AND ANY OTHER ADDITIONAL RULES ON THE CONTEST PAGE, OR THE RIGHTS OF PARTICIPANT(S). To the extent permitted by law, Participant agrees that under no circumstances will the Participant be permitted to obtain an award for, and Participant hereby waives all rights to, consequential, incidental, punitive damages, or any other damages, and any and all rights to have damages multiplied or otherwise increased.
- c. No Class Action or Consolidated Proceedings. ANY ARBITRATIONS, DISPUTES, CLAIMS, AND CAUSES OF ACTION THAT OCCUR WILL BE RESOLVED ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTION SUITS, OR CONSOLIDATED PROCEEDINGS ARE NOT PERMITTED AS A WAY TO RESOLVE ANY CLAIM OR DISPUTE.
- d. Severability. If any term or provision of the Official Rules is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Official Rules or invalidate or render unenforceable such term or provision in any other jurisdiction. The Official Rules are binding on and shall inure to the benefit of the Sponsor and the Released Parties and their respective successors and assigns and the Participant and his or her heirs.
- e. Change of Laws. If, at any time during the Promotion Period or during the winner verification and prize delivery, any change, modification, repeal of any existing law, regulation, or legal determination, or any new laws, legislation, or regulations, become effective that will make any prize illegal, alter the winner verification process, or effect the prize delivery, Sponsor may distribute a cash prize for the wholesale or dealer cost of the prize, as determined by Sponsor.

13. **SPONSOR AND ADMINISTRATOR.** The Contest is sponsored in the Territory by Myrtle Beach Area Chamber of Commerce located at 1200 N Oak St, Myrtle Beach, SC 29577 and TD Bank located at 1320 38th Ave N Suite B100, Myrtle Beach, SC 29577.

This Contest is in no way sponsored, endorsed or administered by Facebook, Inc., Twitter, Inc., Instagram, LLC, Google, Inc., or any other third-party not specifically designated by Sponsor. Information is being provided to Sponsor in accordance to these Official Rules and any other additional rules on the Contest Page.