

2021 POSITIVELY PEWAUKEE AND NORTH SHORE BANK “TASTE OF LAKE COUNTRY” SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF THE STATE OF WISCONSIN OR WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE STATE OF WISCONSIN ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE STATE OF WISCONSIN AT THE TIME OF ENTRY. PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT ENTRANT WAIVES THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

- 1. Entry Period:** The 2021 Positively Pewaukee and North Shore Bank “Taste of Lake Country” Sweepstakes (the “Sweepstakes”) commences at 12:01 a.m. Central Standard Time (“CST”) on July 14, 2021 and ends at 11:59 p.m. CST on July 31, 2021 (the “Sweepstakes Period”). The Co-Sponsors’ time clock will be the official time keeping device for this Sweepstakes. All entries must be received by 11:59 p.m. CST on July 31, 2021. All interpretations of these Official Rules and decisions made by Co-Sponsors relating to the Sweepstakes are final.
- 2. Eligibility:** To be eligible to enter the Sweepstakes you must be a legal resident of the United States residing in the state of Wisconsin and at least 18 years of age at time of entry. Employees, agents, and directors of North Shore Bank, and Positively Pewaukee (the “Co-Sponsors”), and Margle Media, LLC (the “Administrator”), and their respective parent companies, affiliated companies, subsidiaries, partners, sponsors, advertising agencies, promotion agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Sweepstakes (the “Sweepstakes Entities”), and their immediate families (i.e., parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter or win the Sweepstakes.
- 3. By participating in this Sweepstakes, entrant:** (a) agrees to be bound by these Official Rules and by the interpretations of these Official Rules by the Co-Sponsors and by the

decisions of the Co-Sponsors; (b) acknowledges compliance with these Official Rules; (c) represents and warrants that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agrees to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agrees to indemnify and hold harmless the Sweepstakes Entities, Facebook, and Instagram (the “Released Parties”) from and against any and all liability arising out of or relating in any way to entrant’s participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against the Released Parties. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or any other harm, suffered directly or indirectly from entrant’s participation in Sweepstakes or the receipt or acceptance, redemption, possession, use or misuse of the Prize (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

4. **To Enter:** During the Sweepstakes Period, eligible entrants are required to (i) enter your information at northshorebank.com/tastegiveaway and (ii) visit the Positively Pewaukee Facebook page **and** North Shore Bank Facebook page and “Like” each page **or** visit the Positively Pewaukee Instagram page **and** North Shore Bank Instagram page and “Follow” each page. By completing these tasks, entrants will earn one (1) entry into the Sweepstakes. **There is a limit of one (1) entry per person during the Sweepstakes Period.** In the event of a dispute over the identity of the person who submitted a winning entry, the information entered at northshorebank.com/tastegiveaway will be deemed to be the entrant. **It is the sole responsibility of the entrant to notify the Administrator in writing if the entrant changes his or her Facebook or Instagram account during the Sweepstakes Period.** The “authorized account subscriber” for online entries is defined as the natural person who is assigned a social media account by a social media platform provider, online service provider or other organization that is responsible for assigning social media accounts or handles for the account associated with the submitted Facebook or Instagram account. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the information entered at northshorebank.com/tastegiveaway. Proof to Sponsor’s satisfaction of being the authorized account subscriber may be required by Sponsor. All entries submitted in compliance with these Official Rules and not disqualified are considered eligible entries (“Eligible Entries”). All entries become the sole and exclusive property of Co-Sponsors. Entries will not be returned, and receipt of entry will not be acknowledged. Proof of entry will not be deemed to be proof of receipt of entry by Co-Sponsors.

5. **Personal Data:** Co-Sponsors may collect personal data about entrants when they enter the Sweepstakes. This personal information may be used by the Co-Sponsors for internal

purposes, and may be used for administrative, promotional and marketing purposes associated with the Sweepstakes.

6. **Odds of Winning:** The odds of winning the Sweepstakes depend on the total number of Eligible Entries received during the Sweepstakes Period.
7. **Prizes: One (1) Prize will be randomly awarded in total. Prize consists of ten (10) gift cards valued at \$30 each (*One each for the nine (9) participating restaurants in the Taste of Lake Country Event, and one Mastercard® gift card awarded by North Shore Bank.*)** The Approximate Retail Value (“ARV”) of the Prize is \$300. All federal, state, and local taxes on a Prize are the sole responsibility of the Winner. Prize is not transferable, and no substitution or cash equivalent is allowed, except in Co-Sponsors’ sole discretion. Co-Sponsors reserve the right to substitute prize of the same approximate retail value if advertised Prize becomes unavailable for any reason. Prize consists only of items specifically listed as part of the Prize. Winner is responsible for all costs and expenses associated with Prize acceptance and use that are not specified herein as being awarded. Prize dates are subject to change in Sponsor’s sole discretion. If a Winner is not available or able to accept the Prize, Winner privileges will be terminated, and an alternative Winner may be selected from among the remaining Eligible Entries received if time permits.
8. **Publicity Release:** Except where prohibited by law, by participating in Sweepstakes, the Winner grants to the Co-Sponsors, and their representatives, affiliates, licensees and assigns, the right and permission to record, film, videotape and photograph the Winner (the “Images”). These Images will be owned by the Co-Sponsors. Co-Sponsors and each of their designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or a Sweepstakes Winner List or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.
9. **Winner Selection and Notification:** There will be one (1) potential Winner selected in a random drawing from among all of the Eligible Entries on or about August 2, 2021 by Co-Sponsor’s independent judging agency, Administrator. Administrator will attempt to contact the potential Winner via e-mail within **three (3) business days** of winner selection. By entering the Sweepstakes, the entrant hereby grants permission to be contacted via e-mail. If a potential Winner cannot be reached directly or does not respond

within **three business (3) days** of initial e-mail and/or does not meet the eligibility requirements, the potential Winner will be disqualified, and an alternate potential Winner will be selected in a random drawing from among all of the remaining Eligible Entries.

10. Winner Verification and Prize Fulfillment: To be eligible to be declared a Winner and to receive the Prize, the potential Winner **may** be required, in the Co-Sponsors' sole discretion and at the Co-Sponsors' request, to sign and return, within a reasonable amount of time prescribed by the Co-Sponsors or Administrator, an Affidavit of Eligibility, Publicity Release, and Mutually-Acceptable Liability Release ("Winner's Documents") that: (a) releases the Released Parties from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential Winner's participation in Sweepstakes, including, but not limited to, traveling to, preparing for and/or participating in any Prize related activity, or the acceptance, possession, or use or misuse of any Prize; and (b) except where prohibited by law, grants Sweepstakes Entities the right to use potential Winner's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification. If potential Winner does not complete and return Winner's Documents requested by Co-Sponsors within the time frame specified, the potential Winner may be disqualified, and the Prize forfeited. If a potential Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Co-Sponsors will have no further obligation to the potential Winner. Prize or Winner's Documents returned as undeliverable will result in forfeiture of Prize. Co-Sponsors expressly reserve the right to delay the announcement of the Winner for any reason Co-Sponsors deem necessary. In addition, Co-Sponsors reserve the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified. By participating in Sweepstakes, Winner acknowledges that Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prize and that Winner will be responsible for obtaining and paying for any form of insurance relating to the Prize that Winner deems appropriate.

The Prize will be fulfilled within approximately 3-4 weeks from the date of Winner confirmation, but subject to change in Co-Sponsor's sole discretions. Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prizes. All costs and expenses not specifically listed above as part of the Prize, including, without limitation; transportation, meals, snacks, beverages, entertainment, tips, gratuities, souvenirs, personal expenses, and any equipment to be used in connection with the Prizes, are solely Winner's responsibility. Prizes pictured in online, television, print advertising, and other Sweepstakes materials are for illustrative purposes only. Arrangements for the fulfillment of the Prizes will be made by Administrator and/or Co-Sponsors.

11. General Terms: Sweepstakes Entities and Released Parties are not responsible if Sweepstakes cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, pandemic, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Sweepstakes Entities. If, for any reason Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sweepstakes Entities, which, in Co-Sponsors' sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Co-Sponsors reserve the right, in their sole discretions, to cancel, terminate, modify, or suspend Sweepstakes or any part of the Sweepstakes. If Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on northshorebank.com/tastegiveaway if time permits and the Prize will be awarded to a Winner to be selected in a random drawing from among all of the remaining uncorrupted Eligible Entries received prior to any such event, or in any manner that is fair and equitable as determined by Co-Sponsors in their sole discretions. Co-Sponsors reserve the right to modify and amend these Official Rules from time to time, and without individual notice, during Sweepstakes for clarification purposes. Failure by Co-Sponsors to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not received or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted, and any entries received by such means will be void. Co-Sponsors reserve the right in their sole discretions to disqualify any person they suspect or find: (i) to have used a software

generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of Sweepstakes; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winners or Sweepstakes Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

IN THE EVENT ENTRANT ATTEMPTS TO BRING A CLAIM, ACTION OR PROCEEDING AGAINST SWEEPSTAKES ENTITIES DESPITE AGREEING NOT TO DO SO IN SECTION 3 OF THESE OFFICIAL RULES, AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ENTRANT WAIVES THE RIGHT TO A JURY TRIAL OF ANY AND ALL ISSUES AND THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY CO-SPONSORS IN THEIR SOLE AND ABSOLUTE DISCRETIONS) ; AND (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, CO-SPONSORS WILL DISQUALIFY ANY SUCH ENTRANT, AND CO-SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON OR PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

- 12. SWEEPSTAKES NOT ENDORSED BY FACEBOOK OR INSTAGRAM:** By participating in the Sweepstakes, you acknowledge that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram and

release Facebook and Instagram from any and all liability arising from or related to this Sweepstakes. The information you are providing for this Sweepstakes is being provided to North Shore Bank and Positively Pewaukee and not to Facebook or Instagram and will be used to notify you if you have won.

- 13. Request for Names of Winners and Official Rules:** All requests for a copy of the Official Rules and for Winners of prizes over \$25 must be postmarked by August 30, 2021. For the name of the Winner and/or Official Rules: (i) send a self-addressed stamped envelope to: 2021 Positively Pewaukee and North Shore Bank “Taste of Lake Country” Sweepstakes, 320 East Buffalo Street, Suite 402, Milwaukee, WI 53202, and (ii) write, as applicable, “Winners’ List” and/or “Official Rules” on the lower left-hand corner of the envelope.
- 14.** This Sweepstakes is co-sponsored by Positively Pewaukee, 112 Main St., Pewaukee, WI 53072, and North Shore Bank, 15700 W Bluemound Road, Brookfield, WI 53005.
- 15.** This Sweepstakes is administered by Margle Media LLC, 320 East Buffalo Street, Suite 402, Milwaukee, Wisconsin 53202.

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