

INVEST BUFFALO NIAGARA - HOMETOWN TOUCHDOWN SWEEPSTAKES

OFFICIAL RULES

The Invest Buffalo Niagara "Hometown Touchdown Sweepstakes" (hereafter the "Sweepstakes") will be conducted through the Be in Buffalo Instagram account (the "Account"). An individual entrant who enters the Sweepstakes is hereinafter referred to as an "Entrant". The sponsor of the Sweepstakes Invest Buffalo Niagara, 403 Main Street, Suite 624, Buffalo, NY 14203 (the "Sponsor"). The partner of the Sweepstakes is Store716, with an address of 17 Olmstead Ave., Depew, NY 14043 (the "Partner").

ENTRY PERIOD

The Sweepstakes will begin on September 16, 2025, at 9:00 a.m. Eastern Time and ends on December 8, 2025, at 11:59 p.m. Eastern Time (the "Total Entry Period"). There will be three separate individual entry periods applicable to one of three different draws: September 16, 2025 through October 13, 2025 (the "October Entry Period"), October 14, 2025 through November 10, 2025 (the "November Entry Period"), and November 11, 2025 through December 8, 2025 (the "December Entry Period", and together with the October Entry Period and the November Entry Period, collectively the "Entry Period" and each individually, an "Entry Period"). All times refer to Eastern Time. The Sponsor's computer is the official time-keeping device for all matters related to the Sweepstakes. Proof of submission of an entry is not proof of receipt.

ELIGIBILITY

The Sweepstakes is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia (excluding Alaska, Hawaii, and all other offshore territories) who are twenty-one (21) years of age or older and whose residence is not within Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Cortland, Erie, Genesee, Livingston, Monroe, Niagara, Onondaga, Ontario, Orleans, Oswego, Oneida, Schuyler, Steuben, Seneca, Tioga, Tompkins, Wayne, Wyoming, or Yates counties. Employees of the Sponsor and employees of the Partner, and the Sponsor's and Partner's affiliate and subsidiary companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible to enter the Sweepstakes. Entrants must be fully able and competent to enter into, abide by, and comply with these official rules (the "Official Rules"). The Sweepstakes is subject to all applicable federal, state, municipal, and local laws and regulations and is VOID WHERE PROHIBITED.

AGREEMENT TO OFFICIAL RULES

Participation in the Sweepstakes and/or submitting an Entry (defined below) constitutes an Entrant's full and unconditional agreement that such Entrant has read and consents to be bound by these Official Rules and the Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning any Prize (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules.

ENTRY

No Purchase Necessary. To enter the Sweepstakes, during the applicable Entry Period, visit the Account and follow the on-screen post entry instructions. Fill in all required information and submit the entry (individually an "Entry," and collectively, the "Entries"). Entrants photo submissions may be used on social media. Entrants must agree to these Official Rules to enter the Sweepstakes. The Sweepstakes will be conducted among and between all eligible Entries received during the applicable Entry Period. Entries must be received before the end of an Entry Period to be eligible for that Entry Period.

Entrants may complete and submit up to one (1) Entry for the Sweepstakes per Entry Period. No Entrant may win more than one (1) Prize during the Total Entry Period.

Use of any robotic, automated, or programmed system or similar entry method to participate in or enter the Sweepstakes is prohibited and will void all Entries and result in disqualification. Entrant may not enter more times than indicated by using multiple email addresses, identifies, or devices in an attempt to circumvent these Official Rules. Entries that are incomplete, garbled, corrupted, suspect, fraudulent, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. Proof of submission (such as an automated receipt, screen shots, electronic mail, etc.) shall not constitute proof of actual receipt of Entry for purposes of these Official Rules. In case of a dispute over the identity of an Entrant, Entries will be declared made by the name on the Entry submission.

DATA RATES MAY APPLY TO AN ENTRY SUBMITTED VIA YOUR MOBILE DEVICE. SEE YOUR WIRELESS SERVICE PROVIDER FOR DETAILS ON RATES AND CAPABILITIES. SPONSOR SHALL HAVE NO RESPONSIBILITY FOR SERVICE DISRUPTION.

DRAWING AND PRIZE NOTIFICATION

Three (3) Prize (as described and defined below) winners will be selected by random draw from among all eligible Entries received (the "Winner"). The random drawing will be conducted once monthly at the end of each Entry Period. The random drawing will be conducted by Sponsor, whose decisions on all matters relating to this Sweepstakes are final and binding. The selected Winners and awarding of the Prize are subject to the eligibility and forfeiture provisions set forth in these Official Rules. Odds of winning depend on the number of eligible entries received. No Entrant may win more than one (1) Prize during the Total Entry Period.

Potential Winners may be notified by Sponsor via phone, FaceTime and/or email at the email address provided at the time of Entry ("Prize Notification"). Sponsor may post the Sweepstakes' results and the Winners' names and/or registered usernames on the Account. The Sponsor may share the potential Winners' names and contact information with any Prize provider(s) / Partner, as applicable, if necessary, and as required by any federal, state, municipal, or local law. The potential Winners may be required at any time to provide the Sponsor with additional documentation and/or information to verify their identity and provide proof that all eligibility requirements have been met (collectively, "Eligibility Information"). The potential Winners may also be required at any time to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, the "Sweepstakes Documents"). Eligibility Information and the Sweepstakes Documents must be provided and/or returned and executed upon Sponsor's request. Noncompliance may result in disqualification from the Sweepstakes or forfeiture of the Prize, at Sponsor's sole discretion. If a potential Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules (including providing the Sweepstakes Documents), or if the Prize (as defined below) or Prize Notification is unclaimed or returned as undeliverable, such potential Winner may be disqualified from the Sweepstakes and/or have the Prize forfeited, and Sponsor shall have the option to select by random draw and award the Prize to an alternate winner. Sponsor shall have no liability for any potential Prize Notification that is lost, intercepted or not received by any potential Winner for any reason. IT IS THE ENTRANT'S SOLE RESPONSIBILITY TO NOTIFY SPONSOR IN WRITING IF THE ENTRANT HAS CHANGED THE EMAIL ACCOUNT OR OTHER CONTACT INFORMATION SUBMITTED IN AN ENTRY. THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, AND THE DECISIONS OF SPONSOR SHALL BE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

PRIZE

The Winners will each receive a Hometown Touchdown prize (the "Prize"). Three (3) Prizes total will be awarded. The Prize consists of: a suitcase full of "swag" from Store716. Federal, State, and local taxes are the responsibility of the Winner. The approximate retail value of each Prize is \$300 (USD).

Prior to awarding the Prize, the Sponsor may conduct checks for compliance with these Official Rules, eligibility and identity verification, evidence of fraud or other prohibited conduct (as determined by the Sponsor in its sole discretion). In the event that a Winner accumulates a Prize with an Actual Retail Value ("ARV") of six hundred dollars (\$600) or more in a single calendar year, the Sponsor will furnish an Internal Revenue Service Form 1099 to such Winner for the ARV of the Prize for the year in which the Prize was won.

The Sponsor reserves the right to modify the Prize or substitute the Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of the Prize are the sole responsibility of Winner. The Prize cannot be transferred by Winner and is valid only for the items awarded, with no substitution of the Prize by Winner. Prize consists of only those items specifically listed as part of the Prize except to the extent such Prize is modified by the Sponsor in their sole and absolute discretion. Limit one Prize per Entrant, and one Prize per family or household. No substitution or transfer of Prize permitted by the Winner. Subject to the terms of these Official Rules, three (3) total Prizes will be awarded. If a potential Winner is disqualified for any reason, Sponsor will award the applicable Prize to an alternate winner by random drawing from among all remaining eligible entries. The Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of the Prize, and is not responsible or liable for any expenses incurred as a consequence thereof. The Prize will be awarded "as is" with no warranty or guarantee, either express or implied by the Sponsor. Restrictions may apply. Acceptance of a Prize also constitutes permission to the Sponsor to use Winner's name, likeness, provided image and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.

CONDITIONS AND RELEASE

By entering the Sweepstakes, each Entrant and Winner agrees for Entrant and Winner and for Entrant's and Winner's heirs, executors, and administrators (a) to release and hold harmless the Sponsor and Partner, and each of the Sponsor's and Partner's officers, directors, shareholders, members, employees, advertising, promotion and fulfillment agencies, administrators, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, and legal advisors and all others associated with the development, execution and/or administration of any Site, Sweepstakes and/or Prize (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage (including punitive, incidental, and consequential damages) or expense (including attorneys' fees) ("Losses") arising out of or in connection with, directly or indirectly, whether caused by negligence or not, such Entrant's or Winner's participation on the Site or in the Sweepstakes and/or such Entrant's or Winner's acceptance, use, or misuse of the Prize; (b) to indemnify Released Parties from any and all Losses resulting or arising from the Site, Sweepstakes, and/or the Prize and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Site, Sweepstakes, and/or the Prize; and (c) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or on the Site themselves, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes or forfeiture of the Prize at the Sponsor's sole and absolute discretion. Without limiting the foregoing or any provision herein, the Released Parties shall not have any liability for any and all Losses in excess of Entrant's or Winner's total out-of-pocket expenses incurred in entering the Sweepstakes. In no event shall the Released Parties be liable for any attorneys' fees, punitive, indirect, incidental, special and/or consequential damages. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

ADDITIONAL TERMS

The Sponsor reserves the right to permanently disqualify from the Sweepstakes any person it believes has intentionally violated these Official Rules. Any attempt to deliberately damage the Site or the operation of the Sweepstakes is unlawful and subject to legal action by the Sponsor, who may seek damages to the fullest extent permitted by law. The failure of the Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, war, invasion, insurrection, act of public enemies, viral outbreak, epidemic or pandemic, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations), or other events beyond the reasonable control of Sponsor or other "force majeure" events will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to Entrants', Winner's or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Site or the Sweepstakes. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner, if, in the Sponsor's sole and absolute discretion, the Sponsor determines that an error, suspected tampering with any portion of the Sweepstakes, or any technical difficulties (including viruses and bugs), or any other similar event or matter compromise the integrity of the Sweepstakes (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). Notice of such cancellation, modification, or suspension will be posted on the Site. In the event of cancellation or termination of the Sweepstakes, the Sponsor may select Winner(s) from among all eligible Entries received as of the date of termination. The Sponsor may prohibit any Entrant, potential entrant or Winner from participating in the Sweepstakes, void any Entries submitted by such Entrant, potential entrant or Winner or disqualify such Entrant, potential entrant or Winner from the Sweepstakes if such Entrant, potential entrant or Winner engages in any conduct the Sponsor, in its sole discretion, determines to be improper, unfair, fraudulent or otherwise adverse to the operation of the Sweepstakes or in any way detrimental to other Entrants or potential entrants ("Improper Conduct"). If any Entrant, potential entrant or Winner engages in any Improper Conduct (as determined by the Sponsor in its sole discretion), the Prize may be delayed, withheld and/or forfeited, and the Sponsor may require the return of any Prize or portion of the Prize that have already been awarded. The Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the operation of the Sweepstakes.

DISPUTES

THESE OFFICIAL RULES AND THE SWEEPSTAKES ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY OF ITS CONFLICT OF LAWS PROVISIONS THEREOF, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN ERIE COUNTY, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, ENTRANT AND WINNER FURTHER AGREE THAT ANY LEGAL SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THE SWEEPSTAKES AND THESE OFFICIAL RULES SHALL BE BROUGHT EXCLUSIVELY IN THE APPLICABLE FEDERAL OR

STATE COURTS LOCATED IN ERIE COUNTY, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

PRIVACY

Information provided by entrants in relation to the Sweepstakes is subject to the Sponsor's privacy policy located at <https://buffaloniagara.org/privacy-policy>. Each Entrant and Winner understands that personal information shared in connection with the Sweepstakes may be processed, shared or otherwise used for purposes of administering the Sweepstakes and within the context of the Sweepstakes and the applicable privacy policies. Each Entrant and Winner also understands that personal information may be used by Sponsor to verify such Entrant's identity, address, telephone number and email or to otherwise verify eligibility to participate in the Sweepstakes. Each Entrant and Winner acknowledges that Sponsor may be required to disclose an Entrant's or Winner's personal information to regulatory authorities and agents and each Entrant and Winner agrees to such disclosure.

WINNER ANNOUNCEMENT

For the names of Winners, available after seven (7) days after the conclusion of the Sweepstakes, send a self-addressed, stamped envelope to be received within sixty (60) days of the conclusion of the Sweepstakes to: Invest Buffalo Niagara, 403 Main Street, Suite 624, Buffalo, NY 14203.

GENERAL

Sponsor's trademarks, service marks and copyrights and any other intellectual property owned by the Sponsor and used herein or in the Sweepstakes are proprietary to Sponsor. All rights reserved. The Site and the Sweepstakes are not in any way affiliated with, or administered, sponsored or endorsed by any other person or entity, other than the Sponsor and Partner. If any term or provision of these Official Rules is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Official Rules or invalidate or render unenforceable such term or provision in any other jurisdiction. If any term of these Official Rules is held to be excessively broad or invalid, illegal, or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law in conformance with its original intent.

The Site and the Sweepstakes are not in any way affiliated with, or administered, sponsored or endorsed by Facebook, Twitter, Instagram, LinkedIn, any professional sports league, any professional sports team, or any other person or entity, other than the Sponsor.

SPONSOR

Sponsor: Invest Buffalo Niagara, 403 Main Street, Suite 624, Buffalo, NY 14203.