

## 2022 GIVE BACK TO THE COMMUNITY GIVEAWAY

### OFFICIAL RULES

**NO PURCHASE OF ANY PRODUCT OR SERVICE OF ANY KIND, INCLUDING THE APPLICATION FOR A SBA LOAN THROUGH BAYFIRST, IS NECESSARY TO ENTER THE GIVEAWAY (“SWEEPSTAKES”) OR WIN A PRIZE. PURCHASING ANY PRODUCT OR SERVICE OR SUBMITTING AN SBA LOAN APPLICATION TO BAYFIRST WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**PARTICIPATION IN THIS SWEEPSTAKES CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES. BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. PLEASE READ THESE OFFICIAL RULES CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW.**

Sponsor/Administrator: The sponsor and administrator of this Sweepstakes is BAYFIRST (“Sponsor” or “Administrator”), whose corporate address is 700 Central Avenue, Saint Petersburg, Florida 33701 and whose website is [www.BayFirstFinancial.com](http://www.BayFirstFinancial.com).

Eligibility: This Sweepstakes is only open to individuals who are citizens of the United States of America, eighteen (18) years of age or older, and who submit their information via business card or on the entry form provided by Sponsor. Entries submitted by ineligible entrants are void. Employees of BAYFIRST, members of BAYFIRST’s Board of Directors, and their immediate family members are not eligible to enter or win. Sponsor may require each winner to fill out an affidavit indicating the winner’s name and attesting to his or her age, date of birth, and address. If necessary for Internal Revenue Service reporting purposes, Sponsor may require the affidavit to include the winner’s Social Security Number. All federal, state, local, and municipal laws and regulations apply. This Sweepstakes is void when and where prohibited by law. Sweepstakes is void where these Official Rules (whether in form, substance, or otherwise) do not comply with requirements set forth by an individual state or municipality.

Duration of Sweepstakes/Promotional Period: This Sweepstakes will be held during the 2022 Conversion from First Home Bank to BayFirst (“Event”), which begins on, June 8 – June 10. Administrator is the official timekeeper for this Sweepstakes. Entries received prior to the beginning or end of the Event or after all winners have been drawn by Administrator will not be considered. Promotional Period is subject to change at the discretion of Administrator or organizers of the Event and/or when practical or necessary due to unexpected circumstances surrounding the Event. Administrator’s decisions regarding the Promotional Period and/or Duration of the Sweepstakes are final and binding.

Odds of Winning: Odds of winning in each drawing will depend on the total number of entries received at the time of the random drawing. For example, if you submit one (1) entry and there are five hundred (500) entries in total, your odds of winning are 1/500.

How to Enter: To enter this Sweepstakes, an entrant must meet the Eligibility requirements and properly complete website form provided by Sponsor while entries for the Sweepstakes are being accepted by Administrator. Entry forms must be digitally submitted through the website BayFirstFinancial.com. There is a limit of one entry per entrant. Entrants are not permitted to fill out entry forms on behalf of others. Each properly submitted entry will receive one entry into the Sweepstakes. All valid entries hold equal value. Sponsor is not responsible for late or invalid entries. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant that submits more than the maximum permitted or who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, or proper play of this Sweepstakes. Entry forms become property of Sponsor and will not be acknowledged or returned. No purchase of any product or service of any kind, including the submission of an SBA loan application with Sponsor, is necessary to enter the sweepstakes or win a prize. By submitting an entry form, an entrant agrees to all terms of these Official Rules.

Available Prizes: The available prize(s) for this Sweepstakes is one (1) \$1,000 donation to a local non-profit of your choice, four (4) tickets to a Rowdies soccer game, or one (1) \$200 Visa® gift card. The total retail value of all prizes to be awarded in this Sweepstakes is approximately \$1,400.00. **Any costs associated with prize receipt that are not expressly stated above are the sole responsibility of the prize winner.** Any unclaimed prize will be forfeited by prize winner and will remain the property of Sponsor. Prizes are non-transferable and non-assignable. No prize substitution is allowed. In no case will more than the stated number of prizes be awarded. Limit one prize per entrant. Once an entrant has won a prize, that entrant is not eligible to win another prize in a subsequent drawing for this Sweepstakes. If required, the applicable prize award will be reported to the IRS in accordance with applicable law.

Winner Selection and Notification: Each drawing will be conducted by Administrator or a third party designated by Administrator. Winning entries will be drawn from among all eligible digital and physical entries at the time of the drawing. Drawings are subject to the discretion of Administrator or organizers of the Event and/or when practical or necessary due to unexpected circumstances surrounding the Event. Administrator will make the final decisions regarding eligibility, winners, and the Promotional Period and/or Duration of the Sweepstakes, and all Administrator decisions are final and binding. Each drawing will be conducted by Administrator or a third party designated by Administrator. Winning entries will be drawn from among all eligible entries at the time of the drawing. Each drawing will take place after the conclusion of the Event.

A total of one winner will be selected. All winning entries will be held by Administrator for ninety (90) days after the conclusion of the Promotional Period.

All potential prize winners will be contacted via email or notified by telephone, with a message left on voicemail if the prize winner does not answer the phone. **Response is required to notification within fifteen (15) days** from the last day of the Event, or if winner is announced after the Event, fifteen (15) days from the time of first notification (e.g. voicemail left in first attempt to contact winner). Such time will be kept by Administrator. In the event a potential winner cannot be contacted, fails to respond within the indicated time period, his/her prize is returned as undeliverable, or he/she is disqualified for any reason, the applicable prize will NOT be awarded.

Sponsor may require each winner to provide proof of identity and to fill out an affidavit attesting to the winner's name, age, date of birth, and address. If necessary for Internal Revenue Service reporting purposes, Sponsor may require the affidavit to include the winner's Social Security Number. The affidavit must be returned to Sponsor within ten (10) days of the date the affidavit is provided to winner; otherwise, an alternate winner may be selected at Sponsor/Administrator's discretion. Each winner is solely responsible for all applicable federal, state, and local taxes and/or any other fees and costs associated with the prize or receipt of the prize.

**Winners will agree to pick up prize at St. Petersburg Banking Center – 700 Central Ave. St. Petersburg, FL 33701.** Acceptance of prize constitutes a license and/or permission (except where prohibited) for the Sponsor to use winner's name and/or likeness for purposes of advertising and trade in connection with the Sweepstakes, in any and all media now known or hereafter developed, worldwide, in perpetuity, without further compensation.

#### General Rules: Miscellaneous Terms, Disputes, Releases, and Waivers/Limitations of Liability

1. By entering the Sweepstakes, each entrant agrees on behalf of himself/herself:
  - (a) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor/Administrator which shall be binding and final;
  - (b) to waive any rights to a claim of ambiguity with respect to these Official Rules, disclosures, or advertising materials;
  - (c) to WAIVE ALL OF HIS/HER RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING IN ANY FEDERAL OR STATE COURT OF LAW AND TO A JURY TRIAL AGAINST ANY OF THE SPONSOR OR THE RELEASEES IDENTIFIED BELOW IN CONNECTION WITH THE SWEEPSTAKES;
  - (d) to forever and irrevocably release, defend, indemnify, and hold harmless Sponsor and its officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the "Releasees"), from any liability, known or unknown, (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, right of publicity or infringement or violation of any intellectual property or other rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity); and

(e) to WAIVE, AND DOES HEREBY WAIVE, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) THAT MAY ARISE in connection with:

- (i) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Sweepstakes,
- (ii) the violation of any third party privacy, personal, publicity or proprietary rights,
- (iii) typographical errors or inconsistencies in these Official Rules and/or any Sweepstakes promotional materials,
- (iv) acceptance, attendance at, participation in, possession, travel related to, defects in, delivery of, use, misuse or inability to use any prize (or any component thereof),
- (v) any change in the prize (or any components thereof) due to reasons beyond Administrator's control,
- (vi) any wrongful, negligent, or unauthorized act or omission on the part of any of the Releasees, or any of their agents or employees,
- (vii) a lost, late, stolen or misdirected prize (or any element thereof), or
- (viii) the collection, use and/or sharing of entrant's personally identifiable information by Sponsor, Administrator, and their respective designees.

Winner assumes all liability for any injury, theft, personal injury, death, illness, accident or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of prize, including those associated with travel to redeem the prize.

Entrants agree to release, discharge and hold harmless Releasees from and against any and all liability and damages. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and that the Sponsor/Administrator decisions which are final and binding. **In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials or promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control.** Promotion Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize winners.

**2. NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION/SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

3. Privacy Policy: Sponsor has the right to collect personal data about entrants. All information collected by Sponsor in connection with each entry will be subject to Sponsor's

Privacy Policy. Each participant in this Sweepstakes may obtain a copy of Sponsor's Privacy Policy by going to <https://www.BayFirstFinancial.com/privacy-policy/>. By entering the Sweepstakes, entrants agree to receive future emails from Sponsor about its products and services. Winners agree that their name, locality, and prize awarded will be published on the Winners List.

4. Dispute Resolution: Any disputes, claims, causes of action, judgments or awards related to the Sweepstakes, arising out of or connected in any way with the Sweepstakes or the award of prizes and the matters addressed above, including construction, validity, interpretation and enforceability of these Official Rules,

- (1) shall be governed by the laws of the State of Florida without regard to any conflict of laws principles (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida;
- (2) SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, WHICH IS HEREBY EXPRESSLY WAIVED;
- (3) shall be subject to mediation prior to the initiation of any proceeding, with each party to the mediation to bear his, her or its own attorney's fees and costs for such mediation, and, if mediation is unsuccessful, shall be subject exclusively to final and binding arbitration under the auspices of the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules, with each party to the arbitration to bear his, her or its own attorney's fees and costs for such arbitration;
- (4) shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees.

Under no circumstances will entrant obtain awards for other than actual out-of-pocket expenses (if any), and entrant hereby waives all rights to claim, any indirect, incidental, consequential, special, punitive or exemplary damages of any kind (even if they Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, attorneys' fees), and any and all rights to have damages multiplied or otherwise increased.

5. LIMITATION OF LIABILITY, NO INJUNCTIVE RELIEF: IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR INVOLVEMENT IN THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES.

EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE SWEEPSTAKES OR ANY OTHER PRODUCTION OR PROJECT OF BAYFIRST, ITS LICENSORS OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES OR AFFILIATES.

6. Requests for Winner's List and Official Rules: To request a copy of these Official Rules or the Winners List (which includes the winners' names, localities, and prizes awarded) for this Sweepstakes, please send a self-addressed, stamped business size envelope to the following address by June 10, 2022.

BAYFIRST

Sweepstakes Winners List: 2022 Give Back To The Community Giveaway

Attn: Marketing

700 Central Avenue

St. Petersburg, FL 33701