

## HOWARD BANK'S "KEEP IT LOCAL" SMALL BUSINESS CONTEST (the "Contest")

**OFFICIAL RULES: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. ALL FEDERAL, STATE, AND LOCAL LAWS, TAXES AND REGULATIONS APPLY. ALL DISPUTES WILL BE RESOLVED BY BINDING ARBITRATION.**

### Sponsor:

Howard Bank  
3301 Boston St.  
Baltimore, MD 21224

### Eligible Participants:

All Eligible Businesses that are nominated and located within an Eligible County (as defined hereinafter) are considered a Participant (the "Participant"). The fifteen (15) Participants with the most compelling, Eligible Nominations shall be entered into the voting phase of the Contest. The deadline for nominating a business is 11:59pm EST on Friday, **May 15, 2020**. \* Odds of winning depend on number of eligible nominations received. Employees of Howard Bancorp and its subsidiaries, affiliates, advertising and promotion agencies, and their immediate families (spouse, parents, children, siblings, and their spouses) are not eligible to win. Employees of Howard Bancorp may not nominate or vote in the contest.

1. **AGREEMENT TO OFFICIAL RULES AND DECISIONS:** By nominating a business, you (the "Nominator") fully and unconditionally agree to be bound by and accept these Official Rules, and Participants must fully and unconditionally agree to be bound by and accept these Official Rules pursuant to the Opt-In Agreement. Decisions of the Sponsor and the Judges (including, without limitation, decisions regarding eligibility, the selection of Participants and the winner, and the awarding of the Prize), are final and binding in all respects.

2. **TO NOMINATE YOUR BUSINESS:** All nominations are subject to verification prior to advancing and/or receiving the Prize. Sponsor reserves the right to eliminate any entry for a business that is in the Non-Eligible categories (as defined below), or that otherwise do not meet the eligibility criteria. All nominations must be submitted in English. Once you submit your nomination, your submission is considered final and may not be modified. All nominations become Sponsor's property and will not be returned, acknowledged or held in confidence, and no correspondence will be entered into by Sponsor regarding the status of a nomination. The Sponsor is not responsible for late, lost, incomplete, misdirected (whether human or technical error), garbled, undelivered, delayed, and/or illegible nominations, or any combination thereof. Nominations or votes that are not received by Sponsor shall not be counted in the Contest. Limit one entry per organization; multiple entries will be disregarded.

3. **TIMING:** The **Keep It Local Small Business Contest** (the "**Contest**") begins at 8:30 AM Eastern Standard Time (EST) on Monday, May 4, 2020 and ends at 11:59pm EST on Monday, June 22, 2020 (the "**Contest Period**"). Nominations can be made between Monday, May 4 and 11:59pm EST on Friday, May 15, 2020 (the "**Nomination Period**"). \* All times noted are EST. Sponsor's computer is the official timekeeping device for the Contest. You and the Participants in the Contest are solely responsible for determining the corresponding time zone in their respective jurisdictions. All mailed nominations must be received no later than the end of the Nomination Period. No mechanical reproductions permitted.

4. **HOW TO ENTER:** Use of automated processes and devices to submit electronic nominations are not permitted. Repeat nominations of the same business will be disregarded.

- a. Online: During the Nomination Period and voting phase of the contest, please visit [HowardBank.com/KeepItLocal](http://HowardBank.com/KeepItLocal) and follow the on-screen instructions to complete and submit the entry form.

- b. Via US Mail: During the Nomination Period and voting phase of the contest, hand print the following information and mail it to: Howard Bank, ATTN: Marketing Department, 3301 Boston Street, Baltimore, MD 21224.
- i. The Business name
  - ii. The Business website
  - iii. The Business phone number
  - iv. The Business zip code
  - v. The Business Facebook URL
  - vi. Your first and last name
  - vii. Your job title
  - viii. Your email address
  - ix. Your Business's story
  - x. Your Business's greatest accomplishment
  - xi. Your Business's community impact
  - xii. Your Business's plans for funds
  - xiii. How you heard about the contest

5. ELIGIBILITY: In order to be eligible, the nominated business must not be in any Non-Eligible Categories and the below conditions must be met. Sponsor reserves the right to deem ineligible any entry that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age. To be considered an Eligible Nomination, the business must satisfy the criteria written below:

- a. The online entry form or handwritten entry must contain all required information.
- b. The nominated business must be located in one of the counties or cities of Maryland that a Howard Bank branch is located. The eligible areas are defined to include: Anne Arundel, Baltimore, Baltimore City, Cecil, Harford, and Howard Counties.
- c. The business must not be prohibited by any State or Federal law.
- d. The business must support their local community in a positive and inclusive way and provide at least one or more of the following contributions: economic development; educational or vocational training; community development; healthy lifestyle or healthcare; arts and entertainment; or general social services.
- e. The business must not be involved in public litigation or other activity which poses reputation risk to Sponsor, as determined by Sponsor in its sole discretion.

6. NON-ELIGIBLE BUSINESS CATEGORIES: The following types of businesses are not eligible to participate in this Contest: businesses prohibited by any State or Federal law, finance companies, federal or state charter financial institutions, credit unions, money service or related businesses, any business that is considered a competitor of Sponsor, adult entertainment and related businesses, religious or politically based businesses, schools and educational institutions, previous winners of a contest run by Sponsor, and businesses that are located in a jurisdiction wherein the Contest would be unlawful.

7. TO VOTE FOR A BUSINESS: Following the Nomination Period, the Voting Period shall commence online or by mail. Voting for each round will be accepted during the corresponding time periods:

- a. Round 1 (Vote on Top 15): On Monday, June 1, 2020 until 11:59PM on Monday, June 8, 2020.
- b. Round 2 (Vote on Top 5): On Monday, June 15, 2020 until 11:59PM on Monday, June 22, 2020.

Advancement through the rounds of the Contest described above shall be in accordance with Section 8 of the Official Rules below.

8. GENERAL CONDITIONS: Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Contest by posting a notice on [HowardBank.com/KeepItLocal](http://HowardBank.com/KeepItLocal) if, in Sponsor's opinion, the Contest is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical failures, or any other

causes which Sponsor deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, or if viruses, bugs, or any other factors beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest.

In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to identify a new winner from among eligible, non-suspect nominations received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any Participant it finds to be tampering with or abusing the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. By participating in the Contest or accepting the Prize, you, the Participants and the Winner (except where prohibited by law) consent to the use of their names, likenesses or biographical information in advertising, promotional, or marketing materials without notice or compensation. This includes but is not limited to Facebook, Twitter, Instagram, LinkedIn, Google+, Pinterest, and the Howard Bank's website.

9. SELECTION OF ELIGIBLE BUSINESSES AND WINNERS: Sponsor's and Judges' decisions as to the administration and operation of the Contest and the selection of Participants, finalists and winner are final and binding in all manners related to the Contest. Sponsor reserves the right to select fewer than the number of nominations required if in its sole discretion it does not receive a sufficient number of eligible nominations.

- a. Selection of Top 15: Qualified judge(s) within Sponsor's Marketing Department (**the "Judges"**) will determine the Top 15 eligible businesses by first eliminating ineligible businesses and businesses which have not submitted an executed Opt-In Agreement. If there are more than 15 eligible businesses remaining, the businesses with the most compelling reason for nomination, as determined by the Judges, will be selected.
- b. Selection of Top 5: The Top 5 businesses will be determined by the following criteria and weighting: receiving the most votes via online voting (50%); the Finalist with the most compelling reason for nomination as determined by the Judges (25%); and the Finalist which provides the most support to their local community as determined by the Judges (25%). If there is a tie in the number of votes, the Judges will evaluate which business has the most compelling reason for nomination as the tie-breaker.
- c. Selection of Winner: The Prize winner will be determined by the following criteria and weighting: the Finalist receiving the most votes via online voting (50%); the Finalist with the most compelling reason for nomination as determined by the Judges (25%); and the Finalist which provides the most support to their local community as determined by the Judges (25%). If there is a tie in the number of votes, the Judges will evaluate which business has the most compelling reason for nomination as the tie-breaker. At the conclusion of the third round, the Judges will determine the Participant that shall receive the Prize as defined below (the "Winner").

10. ODDS: Odds of making Top 15 depend on the number of eligible nominations received by Sponsor during the Nomination Period.

11. NOTIFICATION OF WINNER: After the end of each Contest round, the Participant advancing will be notified via phone, mail, or email at the address provided in the Opt-In Agreement. Notification of the winner will occur on or before Tuesday, June 30, 2020 after the conclusion of the final voting round.

12. PRIZE: No more than one prize will be awarded. Subject to the terms and conditions of these Official Rules, a Ten Thousand Dollar (\$10,000 USD) prize (the "Prize") will be presented to the Winner. Sponsor will notify the Winner via contact information provided at Opt-In. Once Sponsor has notified the Winner, arrangements for the delivery of the

ceremonial check and a photo opportunity will be made. The Prize will be delivered via ACH deposit. Total Retail Value of the Prize is \$10,000. No substitutions. Prize is non-transferable. Federal, state, and local taxes and any expenses relating to the acceptance or use of the Prize are the sole responsibility of the Winner. The potential Prize Winner must provide the Sponsor with a valid Tax ID Number before the Prize will be awarded for tax reporting purposes. The potential Winner must execute and return to Sponsor a notarized Affidavit of Eligibility and a Liability and Publicity Release in the forms provided by Sponsor in order to claim the Prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Releases. If the potential Winner cannot be contacted within forty-eight (48) hours of the first attempt to contact the potential winner, or if the potential Winner fails to return the Affidavit/Releases within the specified time, or if Prize (including, without limitation, the ACH deposit) or Prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential Winner does not comply with the Official Rules, then the potential Winner may be disqualified and an alternate Winner will be selected by sponsor from among all eligible non-winning nominations received by Sponsor for the Contest. In such an event, an alternate potential Prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above. Prize will be awarded provided a sufficient number of eligible nominations are received.

13. LIMITATIONS: Sponsor is not responsible for: (a) incorrect or inaccurate transcription of nomination information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected postage due to nominations received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Contest or in the processing of nominations; or (f) any injury or damage to persons or property, including but not limited to your or voters' computers, which may be caused, directly or indirectly, in whole or in part, from your or voters' participation in the Contest, or from viewing any material from Sponsor's website(s) regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

14. RELEASE OF LIABILITY: By submitting a nomination or agreeing to participate in the Contest, the Nominator and each Participant forever and irrevocably release, forever discharge and hold harmless the Sponsor and its parent companies, subsidiaries, its affiliates and all of their respective employees, officers, directors, shareholders, and agents from and against all claims, causes of action, suits, accounts, covenants, contracts, controversies, debts, damages, judgments, demands or liabilities of whatever kind or nature that Nominator or Participant ever had, now has or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing, whether known or unknown and whether suspected or unsuspected from the beginning of the world through the conclusion of the Contest arising in whole or in part, directly or indirectly, from Nominator's and Participants' participation, or inability to participate, and/or entry in the Contest, and for any injuries, losses or damages of any kind to persons, including death, or property arising in whole or in part, directly or indirectly, from acceptance, use or misuse of the Prize. Nominators and Participants agree that all causes of action arising out of or connected with this Contest, or any Prize awarded, shall be resolved through arbitration in the City of Baltimore. JAMS will administer any arbitration claims. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Nominators and Participants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Nominators' and Participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules. By entering, Nominators and Participants consent to the exclusive jurisdiction and venue of the federal, state, and local courts located in Baltimore, Maryland.

15. LIST OF CONTEST WINNER/OFFICIAL RULES REQUESTS: If you would like to determine the outcome of the Contest and the name of the Winner, send a self-addressed postage-stamped envelope to: Howard Bank, ATTN: Marketing Department, 3301 Boston Street, Baltimore, MD 21224. All requests must be received by July 31, 2020 and will be

fulfilled on or before September 30, 2020. These Rules are available by sending a self-addressed postage stamped envelope to: Howard Bank, ATTN: Marketing Department, 3301 Boston Street, Baltimore, MD 21224.

16. SPONSOR: The sole sponsor of the Contest, the Prize, and the address at which the Sponsor may be contacted is Howard Bank, ATTN: Marketing Department, 3301 Boston Street, Baltimore, MD 21224.

17. PRIVACY POLICY AND TERMS OF USE: You and Participant acknowledge that if the nominated business is selected as the Winner, certain information may be disclosed to third parties as required by law, including without limitation, on a Winners list. The invalidity or unenforceability of any provision of these Official Rules or related documents will not affect the validity or enforceability of any other provision.

**\*The "Nomination Period" has been extended to 9:00PM EST on Friday, May 22, 2020.**