

BYLINE BANK'S IT PAYS TO BANK LOCAL CONTEST FOR SMALL BUSINESSES

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.

THE CONTEST IS OPEN TO SMALL BUSINESSES (DEFINED AS A BUSINESS WITH GROSS ANNUAL REVENUE FOR 2019 BETWEEN \$100,000 AND \$5,000,000) THAT, AT THE BEGINNING OF AND THROUGH THE END DATE OF THE CONTEST PERIOD (AS DEFINED BELOW) ARE IN GOOD STANDING AND HAVE THEIR HEADQUARTERS IN THE CHICAGOLAND AREA OF ILLINOIS, NAMELY, COOK, DUPAGE, KENDALL, OR LAKE COUNTIES (collectively, the "Chicagoland area"), AND ARE NOT IN ANY NON-ELIGIBLE CATEGORIES (AS DEFINED BELOW) (the "Entrant(s)").

EMPLOYEES OF BYLINE BANK AND ITS SUBSIDIARIES, AFFILIATES, AND THEIR IMMEDIATE FAMILIES (SPOUSE, PARENTS, CHILDREN, SIBLINGS AND THEIR SPOUSES) ARE NOT ELIGIBLE TO PARTICIPATE. VOID IN ARIZONA AND MASSACHUSETTS AND WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY.

1. *AGREEMENT TO OFFICIAL RULES AND DECISIONS:* Entrant fully and unconditionally agrees to be bound by and accept these Official Rules. Decisions of the Sponsor and the Judges (including, without limitation, decisions regarding eligibility, the selection of Entrants and the winner, and the awarding of the Prize), are final and binding in all respects.
2. *TIMING:* The **It Pays to Bank Local Contest** (the "**Contest**") begins at 11:59 AM Central Standard Time (CST) on Tuesday, February 18, 2020 and ends at 12:00pm CST on Friday, April 24, 2020 (the "**Contest Period**"). Entries can be made between 11:59am CST Tuesday February 18, 2020 and 12:00pm CST on Friday, March 13, 2020 (the "**Entry Period.**") All times noted are CST. Sponsor's computer is the official timekeeping device for the Contest.
3. *TO ENTER:* To enter the Contest, please visit PaystoBankLocal.com (the "**Contest Website**") and follow the on-screen instructions to complete and submit the entry form and supporting documentation during the Entry Period. Entrant must provide the following information: the name and title of the person submitting the entry; the name of the Entrant; the full address of the Entrant; email address for the Entrant; phone number for the Entrant; the Entrant's Facebook Page; Entrant's website; and, how many years Entrant has been in business. The Entrant must be 18 to enter and nominate a business. The Entrant must also supply a copy of its logo (vector eps or high resolution jpeg) and answer the following questions:
 - **Business' Story:** Tell us about the history of your business or what inspires it.
 - **Plan for Funds:** How will Entrant use the funds if it is a winner?
 - **Areas of impact:** What neighborhoods and communities does Entrant focus on/serve?

All entries are subject to verification prior to advancing and/or receiving a prize. Sponsor reserves the right to eliminate any entry for an organization that is in the Non-Eligible Categories, that does not provide all of the information listed above, or that otherwise does not meet the eligibility criteria. All entries must be submitted in English. Once an entry is

submitted, the submission is considered final and may not be modified. All entries 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 an entry. The Sponsor is not responsible for late, lost, incomplete, misdirected (whether human or technical error), garbled, undelivered, delayed, and/or illegible entries, or any combination thereof. Proof of sending a submission will not be deemed to be proof of receipt by Sponsor. Limit one entry per organization; multiple entries will be disregarded. Deadline for entry is 12:00pm CST on Friday, March 13, 2020.

4. **ELIGIBILITY:** In order to be eligible, the Entrant (i) must be a Small Business (as defined above) that is in good standing during the Contest Period, (ii) must be available on Monday, May 4, 2020 for distribution of the prize, and (iii) must not be in any Non-Eligible Categories and the conditions listed below must be met.
 - a. The online entry form must contain all required information.
 - b. The Entrant must have its headquarters in the Chicagoland area as defined above.
 - c. The Entrant must have a social media channel, specific to its organization, on Facebook
 - d. The organization must not be prohibited by any State or Federal law.
 - e. The Entrant must support its 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.
 - f. The Entrant must not be involved in litigation or other activity which poses reputational risk to Sponsor, as determined by Sponsor in its sole discretion.
 - g. The entry must not promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

5. **NON-ELIGIBLE CATEGORIES:** The following organizations, as determined in the sole discretion of Sponsor, are not eligible to participate in this Contest: financial institutions and financial and money service or related organizations; adult entertainment and related organizations; cannabis-related organizations; religious institutions; government entities; schools and educational institutions; organizations with discriminatory practices or whose values are in opposition to those of Sponsor; organizations with political affiliations (such as, by way of example and not limitation, campaign committees to elect government officials) or that receive funds through PACs; previous winners of a contest run by Sponsor; and businesses that are located in a jurisdiction wherein the Contest would be unlawful.

6. **PRIZE DESCRIPTION:** There is one (1) Grand Prize being awarded in this Contest and two (2) Runner-up Prizes. The Grand Prize consists of: \$10,000 and a "Surprise visit" by Sponsor team to present a Ceremonial check and a Promotional Pack (consisting of merchandise from Sponsor, such as t-shirts, water bottles and the like, as determined by Sponsor in its sole

discretion). The First Runner-up Prize consists of: \$7,500 and a Promotional Pack. The Second Runner-up Prize consists of: \$5,000 and a Promotional Pack. The Promotional Pack is worth approximately \$100. The total Approximate Retail Value (ARV) of all prizes is \$22,800. Prize Winners will not receive the difference between actual value and ARV. Actual cash prizes will be delivered via ACH deposit. No substitutions. Prizes are nontransferable. 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 winner must execute and return to Sponsor a notarized Affidavit of Eligibility and a Liability and Publicity Release, including a nondisclosure agreement (NDA), a completed W9, and an ACH opt-in agreement, in the forms provided by Sponsor in order to claim the prize. The Affidavit/Releases must be returned to Sponsor by the date and/or time indicated within the Affidavit/Releases. If the potential winner cannot be contacted within seventy-two (36) 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 may be selected by Sponsor from the next highest scoring entrant from 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 entries are received.

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

a. *ROUND 1:* After the entry period of Tuesday, February 18, 2020 to Friday, March 13, 2020, at least three (3) qualified judge(s) within Sponsor's Marketing Department (the "**Judges**") will determine the top 25 eligible Entrants (the "Round 1 winners") according to the following criteria and weighting:

- Facebook engagement (evaluated by research of the Judges) (25%)
- How inspiring/interesting is the Entrant's story (based on the Entrant's entry) (25%)
- How will the funds be used (based on the Entrant's entry) (25%)
- How well do the communities served by Entrant align to Sponsor's branch footprint and marketing strategy, and Sponsor's prospects for other business lines (based on Entrant's entry) (25%)

If there is a tie in the number of votes, the Judges will evaluate which Entrant has the most compelling story as the tie-breaker.

The Round 1 winners will advance to Round 2 and will be notified by email at the address supplied in the entry on or about Friday, March 20, 2020 or by visiting the

Contest Website. Sponsor may promote the Round 1 winners on various social media channels of Sponsor one at a time, or in the aggregate, with the frequency and the order of presentation being in the sole discretion of Sponsor, and the Round 1 winners consent to such promotional efforts by Sponsor.

- b. *ROUND 2*: Online voting will take place between Monday, March 23, 2020 at 11:59 am CST and Friday, April 3, 2020 at 12:00pm CST. Between Monday, April 6, 2020 and Friday, April 10, 2020, the Judges will determine the top 10 eligible Entrants from the Round 1 winners (the "Round 2 winners" or "Finalists") according to the following criteria and weighting:
- The Entrant with the strongest Facebook engagement (20%)
 - The Entrant who receives the most votes via online voting (40%)
 - How well do the communities served by Entrant align to Sponsor's branch footprint and market strategy, and Sponsor's prospects for other business lines (based on Entrant's entry) (40%)

Judges will use Entrant's answers in its entry for accomplishments and plan for funds, but for voting and Facebook engagement, Judges may opt to re-score the organizations based on remaining organizations, per round.

If there is a tie in the number of votes, the Judges will evaluate which Entrant has the most compelling plan for funds as the tie-breaker.

- a. The Round 2 winners will advance to the Final Round and will be notified by email at the address supplied in the entry on or about Friday, April 10, 2020 or by visiting the Contest Website. Sponsor may promote the Finalists on various social media channels of Sponsor one at a time, or in the aggregate, with the frequency and the order of presentation being in the sole discretion of Sponsor, and the Finalists consent to such promotional efforts by Sponsor.
- c. *FINAL WINNERS*: Online voting will take place between Monday, April 13, 2020 at 11:59 am CST and Friday, April 24, 2020 at 12:00pm CST. On or about Wednesday, May 6, 2020, the Judges will determine the Grand Prize winner and the 2 Runner-up winners according to the following criteria and weighting:
- The Entrant with the strongest Facebook engagement (20%)
 - The Entrant who receives the most votes via online voting (40%)
 - How well do the communities served by Entrant align to Sponsor's branch footprint and market strategy, and Sponsor's prospects for other business lines (based on Entrant's entry) (40%)

Judges will use Entrant's answers in its entry for accomplishments and plan for funds, but for voting and Facebook engagement, Judges may opt to re-score the organizations based on remaining organizations, per round.

If there is a tie in the number of votes, the Judges will evaluate which Entrant has the most compelling plan for funds for entry as the tie-breaker.

Subject to verification of eligibility (including, without limitation, confirmation that the potential winner qualifies as a Small Business) and compliance with these Official Rules,

the Finalist with the highest score will be the Grand Prize winner, the Finalist with the second highest score will be the First Runner-up and the Finalist with the third highest score will be the Second Runner-up (collectively, the "Winners"). Sponsor may promote these winners on various social media channels of Sponsor one at a time, or in the aggregate, with the frequency and the order of presentation being in the sole discretion of Sponsor, and the winners consent to such promotional efforts by Sponsor. The potential winners will be notified by email at the address supplied in the entry on or about Wednesday, May 6, 2020.

8. *GENERAL CONDITIONS*: Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest by posting a notice on the Contest Website 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 new winner(s) from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any Entrant 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. 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. 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 a prize, the Entrants and the Winners (except where prohibited by law) consent to the use of their names, logos, likenesses or biographical information in advertising, promotional or marketing materials related to the Contest without notice or compensation. In addition, Entrants consent to Sponsor creating, distributing and publishing advertising, promotional or marketing materials related to the Contest which may include, but are not limited, to short ads, videos, boomerangs, and the like about an Entrant, throughout the Contest Period and promoting each Entrant one at a time, or in the aggregate, with the frequency and the order of presentation being in the sole discretion of Sponsor. Entrant acknowledges that if Entrant is selected as a winner, certain information may be disclosed to third parties as required by law, including without limitation, on a Winners list.

9. *ODDS*: Odds of winning depends on the number of eligible entries received by Sponsor during the Entry Period.

10. **LIMITATIONS:** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries 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 entries; 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 Entrant's 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.

11. **RELEASE OF LIABILITY:** Entrants forever and irrevocably release and hold harmless Sponsor and its parent companies, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from Entrants' 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 a prize. Entrants agree that all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action and exclusively by binding arbitration. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. 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. Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' 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 Illinois, without giving effect to any choice of law or conflict of law rules. By entering, Entrants consent to the exclusive jurisdiction and venue of the federal, state and local courts located in Chicago, Illinois.

12. **LIST OF CONTEST WINNERS/OFFICIAL RULES REQUESTS:** For a list of the winners, send a self-addressed postage-stamped envelope to: Byline Bank, ATTN: Marketing Department, 180 N LaSalle St, Suite 300 Chicago, IL 60601. All requests must be received by Wednesday, June 3, 2020 and will be fulfilled on or before Wednesday, July 1, 2020. These Official Rules are available by sending a self-addressed postage stamped envelope to Byline Bank, ATTN: Marketing Department, 180 N LaSalle St, Suite 300 Chicago, IL 60601.

13. **SPONSOR:** The sole sponsor of the Contest, and the address at which the Sponsor may be contacted is, Byline Bank, 180 N. LaSalle, Suite 300, Chicago, Illinois 60601.

14. *PRIVACY POLICY*: Any personally identifiable information collected during this Contest will be collected by Sponsor and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.bylinebank.com/privacy-notice-page/> and as allowed by law.