

# OneUnitedJingle Official Contest Rules

**1. Eligibility:** The #OneUnitedJingle Contest (“Contest”) is open only to legal residents of the 50 United States and the District of Columbia, who are at least 18 years old (or 19 for residents of AL & NE) at time of entry (“Entrants”). Employees, directors and officers of OneUnited Bank, (the “Bank”), and any of their respective affiliates, parent companies, subsidiary companies, and advertising and promotion agencies (collectively the “Promotion Entities”), and members of the immediate families of the foregoing individuals (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household of each are not eligible to participate or win. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** OneUnited Bank, 100 Franklin Street, Suite 600, Boston, MA 02110. The Contest is not sponsored by or associated with any social media company.

**3. Agreement to Official Rules:** Participation in the Contest constitutes your full and unconditional agreement to these Rules. OneUnited Bank’s decisions are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth in these Rules.

**4. Timing:** The Contest begins on May 19, 2022, at 12:00 am Eastern Time (ET) and ends on August 31, 2022, at 11:59 p.m. ET (the “Contest Period”)

## 5. How to Enter:

**Participation Requirements:** To participate you will need a TikTok, Facebook, Instagram, or YouTube account. Creating a TikTok, Facebook, Instagram or YouTube account is subject to its Terms of Service and Privacy Policy. Posting on TikTok, Facebook, Instagram or YouTube may require a mobile device and therefore message and data rates may apply.

**Entry Requirements:** To enter, during the Contest Period, take the following actions to receive one (1) Contest entry:

- (1) Create a jingle video that must be between 15 to 30 seconds long.
- (2) If you are an adult (at least 18 years old in most states, and at least 19 years old if you live in Nebraska or Alabama), you may include others in your video, with some restrictions (see Permissions requirements below). However, you must be the author of all of the content presented in the video.
- (3) Add a text overlay to your video that states or displays #OneUnitedJingle or clearly states at the beginning of your video that the video is an entry in the OneUnitedJingle Contest.
- (4) Post the video (your “Submission”) on TikTok, Facebook, Instagram or YouTube and include #OneUnitedJingle in your caption.

Your account settings must remain public during the Contest Period and until the prizes are awarded (as described in Section 7) You must not change your TikTok, Facebook, Instagram, or YouTube handle during the Contest Period and until the prizes are awarded (as described in Section 7).

By posting your Submission on TikTok, Facebook, Instagram, or YouTube, you agree that it meets these entry requirements and the permissions and content restrictions stated below. Where, in the OneUnited Bank’s sole discretion, your Submission meets all requirements, your Submission will be deemed one (1) entry.

**Permissions:** You must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission, and to grant the rights listed in these Rules. You must be able to provide evidence of such permissions or proof in a form acceptable to OneUnited Bank, if needed. You may include other adults with their permission but may only include minors if you are their parent or guardian.

## Contest Restrictions:

The Submission must be your original work. The Submission must:

- Not make false statements about OneUnited Bank’s products or those of its competitors
- be your original creation;
- be in English;
- be between 15 and 30 seconds long;
- not include any dangerous activity;
- not have been previously published in any medium (excluding any social media site) or submitted in any other competition;
- not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, or intellectual property rights, including copyright infringement when used as provided for in these Official Rules;
- not disparage Promotion Entities or any other person or party affiliated with the Promotion and administration of this Promotion;
- not in any way contain any brand names, logos, or trademarks other than those of OneUnited Bank;
- not contain content, music, images, or videos not created by you; not include or reference anyone other than you unless you have written permission (and can provide evidence of such permission at OneUnited Bank’s request and satisfaction) from such person. Minors must not appear or be referenced without that minor’s parent’s/legal guardian’s express written approval;
- not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- not contain material 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; and
- not contain material that is in violation of or contrary to the laws or regulations in any of the fifty United States or DC.

**Limit:** Submissions generated by script, bot, macro, or other automated means are void. Multiple entrants are not permitted to share the same TikTok, Facebook, Instagram, or YouTube account. In the event of a dispute about any Submission, the authorized account holder of the TikTok, Facebook, Instagram or YouTube account used to enter the Contest will be deemed to be the entrant. Entrants may be required to show they are the authorized account holder. Released Parties (as defined in Section 10 below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms, all of which will be void.

**6. Entrant Rights in Submissions:** You will retain any intellectual property right you may have in your Submission. The

protection of any such intellectual property is your sole responsibility. If you win and accept the Prize, the terms of Section 12 will apply.

**7. Winner Determination:** Winner Determination: By August 31, 2022, OneUnited Bank in its sole discretion will select the winning entry (the “Winner”) from among all eligible Submission. The Winner will be notified by direct message to TikTok, Facebook, Instagram, or YouTube. Upon written agreement to the terms of the Contest, the Winner will be announced publicly. Failure to respond to the direct message notification within three (3) business days will be deemed forfeiture of the Prize and an alternate potential Prize Winner may be selected at OneUnited Bank’s sole discretion.

**8. Winner Requirements:** On or after August 31, 2022, a Potential Prize Winner will be notified by OneUnited Bank through direct message to TikTok, Facebook, Instagram, or YouTube, and will be directed to provide name, mailing address, email address, social media handle and date of birth to confirm eligibility and for prize fulfillment purposes three (3) business days. The Potential Prize Winner will be required to sign and return an Affidavit of Eligibility, Waiver of Liability, Publicity Release Forms (where legal), or a Prize Acceptance Eligibility/Liability Release, which must be received by OneUnited Bank within four (4) business days. Once received, the Potential Prize Winner becomes the Winner.

If a Potential Prize Winner cannot be contacted, fails to respond to the direct message using TikTok, Facebook, Instagram or YouTube as directed, or fails to provide the requested information (including a signed Affidavit, where applicable) within the required time period, the Potential Prize Winner forfeits the prize. If a Potential Prize Winner is disqualified for any reason, the prize will be awarded to another Potential Prize Winner, in OneUnited Bank’s sole discretion. OneUnited Bank will use good faith efforts to award the prize by following the winner process described above. If in OneUnited Bank’s sole discretion, it does not receive a sufficient number of eligible and qualified Submissions or is unable to award the prize, OneUnited Bank will donate the prize to a charity of its choice.

**9. Prize:** OneUnited shall award the Winner \$5,000 subject to these Official Rules.

**CONDITIONS APPLICABLE TO PRIZE:** Prize is nontransferable, and no substitutions will be made except at OneUnited Bank’s sole discretion. Awarding of the Prize is subject to verification of eligibility, submission of all required Assignment and Release Forms, and compliance with these Official Rules and applicable law.

**10. Release:** By receipt of the Prize, the winner agrees to release and hold harmless OneUnited Bank and TikTok, Facebook, Instagram or YouTube and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and each of their respective parent companies and each such company’s officers, directors, employees, and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Content or receipt or use or misuse of the Prize.

**11. Publicity:** Acceptance of the Prize shall constitute and signify the Winner’s agreement and consent that OneUnited Bank and its designee may use, but are not required to use, the Winner’s name, city, state, likeness, photo (including Winner’s profile photo), Submission, and/or prize information in connection with the

Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. Ownership of Winning Submissions:** The Winner shall irrevocably grant, transfer, convey and assign to OneUnited Bank an exclusive right and license to use the winning Submission for promotional purposes for a term of two (2) years. OneUnited Bank shall have the right to use the Submission worldwide and use any type of media that it deems fit. The Winner accepts and acknowledges that OneUnited Bank shall not be obligated to use the Submission and that OneUnited Bank in its sole discretion shall have the right to refrain from using the Submission. OneUnited Bank shall not incur any liability whatsoever to the extent OneUnited Bank chooses to refrain from any exploitation of its rights hereunder. The Winner will indemnify OneUnited Bank, Released Parties, and any licensee of OneUnited Bank against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**13. General Conditions:** All federal, state, and local taxes are the sole responsibility of the Winner.

OneUnited Bank is not responsible for any typographical or other errors in the printing, the offering, the announcement of any prize, or in the administration of the Contest. OneUnited Bank reserves the right, in its sole discretion to modify, terminate or suspend this Contest should viruses, bugs, technical errors, unauthorized human intervention or other similar causes corrupt or impair the administration, security or fairness of the Contest (“Disruption”). If the Contest is subject to Disruption, OneUnited Bank may award (as applicable) the Prize to an eligible entry received up to the time of the Disruption. OneUnited Bank is not responsible for interrupted or unavailable network, server or other connections, miscommunications, failed telephone, computer hardware, software, and other technical failures of any kind, including injury or damage to any person’s device relating to or resulting from participating in or experiencing any materials in connection with the Contest. OneUnited Bank is not responsible for any human error that may occur in the processing of the Content, nor is it responsible for any error, omission, interruption, deletion, defect, communications line failure, theft or destruction of, unauthorized access to, delay in operation, transmission, or distribution of, or alteration of, entry, whether caused by the entrant, or otherwise, any of the equipment or programming associated with or utilized in this Contest, or otherwise. OneUnited Bank reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Contest; to be acting in violation of these rules; or to be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed, or similar entry methods will void all such Entries and Entrant will be disqualified. Any attempt by any Entrant to submit entries using multiple/different identities or any other methods will void all such entries, and that Entrant will be disqualified. Entries generated by script, macro, or other automated means or which subvert the entry process are void. If there is a dispute, all Entries will be deemed to have been submitted by the owner of the email account holder associated with registration of the TikTok, Facebook, Instagram, or YouTube account for that entry. For these purposes, an email account holder means the natural person assigned to such email account by the organization responsible for assigning email addresses for the associated domain. **INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION 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 INCLUDING CRIMINAL PROSECUTION. Neither the failure of OneUnited Bank to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by OneUnited Bank in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of OneUnited Bank's right to assert or rely upon any such provision or right in that or any other instance.

**14. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) typographical, technical, computer network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled, and/or delayed computer transmission. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**15. Choice of Law & Agreement to Arbitrate:** All decisions of OneUnited Bank with regard to this Contest are final. Except where prohibited, the Winner accepting a prize agrees that all issues and questions concerning these Official Rules will be governed by Massachusetts law without giving effect to any principles of conflicts of law of any jurisdiction. It is agreed by both the Winner and OneUnited Bank that they IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF THE CONTEST AND THE TRANSACTIONS CONTEMPLATED HEREBY AND ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY, that all disputes arising under the Contest shall be governed by and interpreted in accordance with the laws of Massachusetts (without reference to its conflicts of laws, rules or principles), and that all disputes under this Agreement will be arbitrated under the rules of American Arbitration Association in Suffolk County, Massachusetts and any judgements in accordance with the above proceedings and rulings may be entered in court of competent jurisdiction. Any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and under no circumstances will any Winner be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**16. Winner Notification:** For a notification of the Winner, send a self-addressed, stamped (#10) envelope to: OneUnited Bank, #OneUnitedJingle, 100 Franklin St., Suite 600, Boston MA 02110.

**17. Privacy Policy** Information collected from entrants will be used solely for the purpose of administering this Contest. No further marketing communications will be sent by OneUnited Bank

to the Winner unless Winner provides OneUnited Bank with permission to do so. Please see OneUnited Bank's Privacy Policy at [www.oneunited.com/privacy](http://www.oneunited.com/privacy) for further information.

**This Promotion is in no way sponsored, endorsed, or administered by or associated with TikTok, Facebook, Instagram, or YouTube. The Winner understands that you are providing your information to OneUnited Bank and not to TikTok, Facebook, Instagram, or YouTube.**