

Official Contest Terms & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Contest is open only to those who are legal residents of West Virginia and is void where prohibited. Entrants must be 18 years of age as of the date of entry. Employees of Davis Trust Company, immediate family members and/or those living in the same household of employees are not eligible to participate in the Contest. This Contest is subject to all applicable federal, state, and local laws and regulations.

2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Davis Trust Company as final and binding as it relates to the content of this Contest.

3. Campaign Period: Entries will be accepted online from 11:00AM EST June 7, 2021 until 1:00PM EST June 17, 2021.

4. How to Enter: The Contest must be entered by "Following" the Davis Trust Company Instagram Page and/or commenting on the designated Facebook Entry Post and/or place a completed entry ballot in the ballot box at 227 Davis Avenue, Elkins, WV 26241 or at 950 Beverly Pike, Elkins, WV 26241. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules may be disqualified at the sole discretion of Davis Trust Company. You may only enter once per entry method. You may not enter more times than indicated by using multiple e-mail addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Davis Trust Company.

5. Prizes: The Winner of the Contest will receive a "120th Anniversary Celebration Cooler". The specifics of the prize shall be solely determined by Davis Trust Company. No cash or other prize substitution shall be permitted except at the discretion of Davis Trust Company. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

6. Winner Selection and Notification: Winner will be announced on the Davis Trust Company Instagram page and/or Facebook page within 2 hours following selection of Winner. Davis Trust Company shall have no liability for the Winner's failure to receive notices due to security settings, Winner not responding to telephone call or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, or fails to claim the prize by June 21, 2021 at 4:00pm EST the prize may be forfeited. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and

regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT DAVIS TRUST COMPANY'S SOLE DISCRETION WILL RESULT IN WINNER'S DISQUALIFICATION.

7. Rights Granted by You: By entering this content You understand and agree that Davis Trust Company, anyone acting on behalf of Davis Trust Company, and Davis Trust Company licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review or consent.

8. Terms & Conditions: Davis Trust Company reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, non-authorized human intervention, fraud, or other cause beyond Davis Trust Company's control corrupt or effect the administration, security, fairness, or proper conduct of the Contest. Davis Trust Company reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or violates these Terms & Conditions.

9. Limitation of Liability: By entering, You agree to release and hold harmless Davis Trust Company and its affiliates, advertising and promotion agencies, partners, representatives, agents, successors, employees, officers, and directors for any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/ or his/her acceptance, possession, use or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, software or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

10. Disputes: As a condition of participating in the Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages.

11. Winners List: To obtain a copy of the Winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Davis Trust Company, Attention: Marketing Officer, P.O. Box 1429, Elkins, WV 26241, US. Requests must be received no later than 10 days after the Contest has ended.

12. Sponsor: The Sponsor of the Contest is Davis Trust Company.

13. Instagram: The Contest is hosted by Davis Trust Company and is in no way sponsored, endorsed, administered by, or associated with Instagram or Facebook.