

## M&T BANK MARKETING & COMMUNICATIONS RELEASE (THE "RELEASE")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (referred to below as "I" or "the Undersigned"), on behalf of myself or on behalf of the Minor or Other party identified below (in either case, as applicable, the Undersigned or the Minor or other party will be referred to below as the "Releasor") agree as follows:

1. I grant to M&T Bank, its subsidiaries and affiliates, and their respective legal representatives, officers, employees, agents and assigns, and any person acting with the authority and permission of any of the foregoing (collectively, "M&T") the unrestricted, perpetual and world-wide right and permission to, without monetary compensation, use, re-use, publish, republish, reproduce, sell, broadcast, electronically store, display, distribute, and copyright in the name of M&T: (a) any photographic images of the Releasor, (b) any listing or identification of the Releasor's biographical information or other statements, opinions, or testimonials provided by Releasor, (c) any other rendering of the Releasor or indicia of the Releasor's identity and (d) any text, statements, or other material or communications, prepared or created by M&T at their own expense, which depicts, quotes or otherwise is attributed to the Releasor with respect to the ownership, use or provision by the Releasor, and/or by another person or entity related to the Releasor, or of relating to M&T, or any product or service sold, provided or otherwise distributed by or on behalf of M&T (collectively, the "Identifying Media") in any printed, audio, video, or electronic form, or in any format, foreseeable or otherwise, including on Internet-based media (including, without limitation, social media), broadcast media (including, without limitation, radio and television media), illustrations, promotions, art, editorial material, communications, advertising or marketing material and/or trade materials.

2. I further grant to M&T the use of the above-described Identifying Media in composite or distorted form, without restriction as to changes or alterations, in conjunction with the Releasor's own or a fictitious name or reproduction thereof in color or otherwise, made through any medium, or for any other purpose whatsoever. I hereby waive any right that the Releasor may have to inspect or approve the finished product or products described in any of the foregoing and the advertising, marketing, or communication copy or other matter that may be used in connection therewith or the use to which it may be applied.

3. I hereby agree to defend, indemnify, release and discharge M&T and agree to hold M&T harmless, from any liability whatsoever, including for any demand, action, cause of action, claim of payment (including, without limitation, any claim of royalties or licenses owed), and including (without limitation) any actions of libel or invasion of privacy, with regard to any use, re-use, publishing, republishing, reproducing, selling, broadcasting, electronically storing, displaying and/or distributing any of the Identifying Media, including any blurring, distortion, alteration, optical illusion or use in composite form of any Identifying Media, whether intentional or otherwise, that may occur or be produced in the collection, capturing and/or use of said Identifying Media or in any subsequent processing thereof.

4. I hereby warrant and attest under penalty of perjury: (A) that I am at least 18 years of age, (B) that I am a legal resident of New York, Maryland, Pennsylvania, Washington, D.C., Virginia, West Virginia, New Jersey or Delaware, (C) that I have the right and legal capacity to enter the M&T Bank "What's Important to You" Contest (the "Contest") and enter into and deliver this Release on behalf of the Releasor, (D) that I am executing and delivering this Release in connection with the Contest, (E) that I am a person whose image is included in an entry that has been submitted in connection with the Contest and (F) that I understand that M&T is relying upon my truthfulness in submitting this Release in connection with M&T's conducting of the Contest-related promotion. I have determined that the signing and delivery of this Release is in the best interest of the Releasor. I further acknowledge and agree that this Release supplements certain additional agreements and releases that I may have entered into electronically in connection with the submission of my entry into the Contest and that, in case terms of this Release are in conflict with the terms of such additional agreements and releases, the terms of this Release shall prevail.

5. I have fully read and understand the contents, meaning, and impact of this Release and I am fully familiar with the contents hereof and, further, understand that this Release shall be binding upon any of the Releasor's respective heirs, legal representatives and/or assigns. I also understand that the above authorizations, releases and other provisions will inure to the benefit of any person or entity who recorded or otherwise captured any of the Identifying Media and to any assignees, heirs, legal representatives, agents and licensees of M&T. I FURTHER UNDERSTAND THAT, BY SIGNING AND DELIVERING THIS RELEASE, I AM GIVING UP SUBSTANTIAL RIGHTS THAT THE RELEASOR MIGHT HAVE, INCLUDING (WITHOUT LIMITATION) THE RIGHT TO SUE M&T FOR INVASION OF PRIVACY OR VIOLATION OF PUBLICITY RIGHTS, OR FOR FUTURE POTENTIAL REVENUES.

6. I agree that this Release is intended to be interpreted as broadly and inclusively as is permitted by applicable law and shall be governed by, and interpreted in accordance with, the law of the State of New York. I further agree that, in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable in accordance with their and its terms. Further, I agree and understand that any waiver of a right under this Release does not prevent the exercise of any other right.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

By signing and providing the information requested below, I hereby acknowledge that I have read and agree with all of the above statements.

\_\_\_\_\_  
(Signature of "Undersigned")

\_\_\_\_\_  
(Address of "Undersigned")

\_\_\_\_\_  
(Printed Name of "Undersigned")

\_\_\_\_\_  
(Age of "Undersigned") (Date Signed)

[ACKNOWLEDGMENTS TO BE ADDED TO "PAPER" COPIES]

**FOR PARENT/GUARDIAN/OTHER REPRESENTATIVE SIGNING ON BEHALF OF "RELEASOR"**

If this Release is being signed and delivered by, and as, a parent, guardian or other representative of a minor or other person who does not have the legal capacity and/or competency to sign and deliver this Release (herein, a "Minor or Other Party"), by signing and providing the information requested below, I am hereby certifying that I am signing this Release as if such Minor or Other Party was the Releasor and, as such, am further certifying: (a) that I am the parent, guardian or other valid legal representative of, and that I have legal responsibility for, the Releasor, (b) that I have the power and authority to sign this Release on behalf of the Releasor and (c) that I am expressly agreeing to the provisions of this Release on behalf of the Releasor. Additionally, I agree to indemnify, and hold harmless, M&T from any harm that may arise from my breach of the foregoing.

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Address of Parent/Guardian)

\_\_\_\_\_  
(Printed Name of Parent/Guardian )

\_\_\_\_\_  
(Age of Parent/Guardian) (Date Signed)

\_\_\_\_\_  
(Printed Name of Minor or Other Party)

\_\_\_\_\_  
(Age of Minor or Other Party)

\_\_\_\_\_  
(Signature of Witness)

[ACKNOWLEDGMENTS TO BE ADDED TO "PAPER" COPIES]