

**M&T Bank “What’s Important to You” Contest
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE
YOUR CHANCES OF WINNING.**

The M&T Bank “What’s Important to You” Contest (the “Promotion”) starts on February 1, 2015 at 12:01 AM Eastern Time (“ET”) and ends on April 1, 2015 at 11:59 PM ET (the “Promotion Period”). Entries not received within the Promotion Period will be void. After “Finalist” Entries are selected by a panel of judges, the Entries of the Finalists will be posted to a website for public voting and the winner of the Grand Prize (defined below) will be determined in accordance with the procedures outlined below.

ELIGIBILITY: This Promotion is open to legal residents of the United States and the District of Columbia who are 18 years of age or older and who permanently reside in New York, Maryland, Pennsylvania, Washington D.C., Virginia, West Virginia, New Jersey or Delaware. Employees of M&T Bank (“Sponsor”), Rosetta Marketing Group, LLC (“Rosetta”), their respective subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win the Promotion. Void where prohibited by law. The Promotion is subject to all applicable federal, state and local laws.

HOW TO ENTER: During the Promotion Period, visit whatsimportant.mtb.com and follow the instructions to complete the online registration form and provide: (i) a photo that depicts “What’s Important to You”, (ii) a caption in one hundred (100) words or less explaining why the subject matter is important to you and (iii) a caption in one hundred (100) words or less explaining how you would use the Grand Prize as it relates to What’s Important to You (collectively, an “Entry” or, if in the plural, “Entries”). Photos must be submitted in .jpg, .gif or .png file format and must not exceed 10 MB in size. All Entries must be received by April 1, 2015 at 11:59 PM ET to be eligible. Limit of one (1) Entry per person using only one (1) e-mail address throughout the Promotion Period. Entries received from any person or e-mail address in excess of the stated limitation will be void.

ENTRY REQUIREMENTS: An Entry may not contain, as determined by the Sponsor in its sole discretion, any content that:

- is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media) without permission, as described below;

- contains materials embodying the names, likenesses, voices, or other indicia identifying any person without consent/permission, as described below, including (without limitation) any public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or deceased; or
- violates any applicable law;
- appears to duplicate any other submitted Entry;
- communicate messages inconsistent with the positive image of the Sponsor's name and/or any of its brands; or
- violates any law.

All Entries must be in English, be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, consents/releases from any person who is identifiable in an Entry. Sponsor will provide the form of consent/release and may request the submission of such consent at any time. Entrant will be required to have each individual identifiable in the Entry (or their respective parent or legal guardian) sign and return a consent/release form. Failure to submit such completed consent/release form will render an Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and the third-party or third parties who are identifiable in the Entry consent to the submission and use of the Entry in the Promotion and to its use, including as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on whatsimportant.mtb.com or other websites and used in press materials; and agrees to the terms of the M&T Bank Marketing and Communications Release, available at <http://whatsimportant.mtb.com/photo-release-terms> and incorporated herein by reference (the "Marketing and Communications Release"). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and may remove a posted Entry at any time.

WINNER DETERMINATION:

(I) Phase 1 Judging: All eligible Entries will be judged by a panel of judges selected by Sponsor in its sole discretion based on the three (3) criteria identified below (collectively, the "Phase 1 Judging Criteria"). Entries will receive a score between 1-10 for each criteria with 10 being the highest score an Entry can receive for a given criteria. The Phase 1 Judging Criteria are: 1) Creativity of photo in exemplifying the theme of "What's Important to You", 2) Captions reflect a positive, uplifting message that convey the personal importance to the entrant and how winning the Grand Prize would enhance, improve or further what is important to him/her, and 3) Overall quality/composition of photo and spelling/grammar of caption. The ten (10) Entries with the highest scores from Phase 1, as determined by Sponsor in its sole discretion, will be deemed "Finalists" (and their respective Entries will be deemed to be, and identified as, "Finalist Entries", as further described herein) and proceed to Phase 2, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie or ties in the Phase 1 judging/scoring which causes there to be more than ten (10) entries who have the ten (10) highest Phase 1 scores, an additional "tie-breaking" judge, who will be selected by Sponsor in its sole discretion, will determine the Entry/Entries

that will proceed to Phase 2 based on the above-stated criteria. Sponsor reserves the right, in its sole discretion, to select fewer than ten (10) Finalist Entries to advance to Phase 2, if, in its sole discretion, it does not receive a sufficient number of eligible, qualified and/or worthy Entries.

Finalist Notification and Requirements: Finalists will be notified by e-mail. In the event that any e-mail to a potential Finalist is returned as undeliverable, a response to any given e-mail is not received within three (3) business days of date of its issuance or a potential Finalist is not in compliance with these Official Rules, the opportunity to participate in remainder of the Contest may be forfeited and, at Sponsor's discretion, an alternate Finalist may be selected. Potential Finalists will be required to complete, sign in front of a notary and return an affidavit of eligibility and a liability release, along with a Marketing and Communications Release within five (5) days of date of issuance of those documents or the opportunity to participate in remainder of the Contest may be forfeited and, at Sponsor's discretion, an alternate Finalist may be selected.

If the name, likeness, voice, or other indicia identifying any person is included in the Entry, the potential Finalist will be required to have each identified person (or if a minor, their respective parent or legal guardian) complete, sign in front of a notary and return a Marketing and Communications Release. If said release(s) are not returned to Sponsor within five (5) days of date of issuance the opportunity to participate in remainder of the Contest may be forfeited and, at Sponsor's discretion, an alternate Finalist may be selected.

(II) Phase 2 Public Voting: The ten (10) Finalist Entries will be posted at whatsimportant.mtb.com from 12:01 AM ET on April 24, 2015 to 11:59 PM ET on May 8, 2015 for public voting (the "Phase 2 Public Voting"). Individuals who are 18 years of age or older will be able to view the Finalist Entries and, subject to the Voting Conditions (see below), vote for their favorite Finalist Entry. At the conclusion of the Phase 2 Public Voting, each Finalist Entry will receive a score based on the total number of votes received, as further outlined in the chart below:

Place Finished Based on Number of Votes Received:	Score Received:
1 (most votes)	10
2	9
3	8
4	7
5	6
6	5
7	4
8	3
9	2
10 (fewest votes)	1

Voting Conditions: Limit one (1) vote per person per IP address, per Finalist Entry each day during the Phase 2 Public Voting. Votes received from any person, or IP address in excess of the stated daily limitation will be void. Participants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public and/or using

any websites or online forums designed to induce individuals or provide other incentives to vote for their Finalist Entry, as determined by Sponsor in its sole discretion. All votes are subject to final verification by Sponsor. Use of script, macro or other automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

(III) Phase 3 Tabulation of Judging/Voting: The ten (10) Finalist Entries will receive a final score calculated as follows: Total Phase 1 Judging Criteria score combined with the score received at the conclusion of the Phase 2 Public Voting. The one (1) Finalist Entry with the highest combined score will be deemed the Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, a separate “tie-breaking” judge will identify the Grand Prize winner solely using the Phase 1 Judging Criteria, as described above.

GRAND PRIZE (1): \$5,000.00, awarded in the form of a check, which can be used towards what’s important to the winner. Approximate Retail Value (“ARV”): \$5,000.00.

PRIZE CONDITIONS: All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. Winner may not substitute, assign or transfer a prize or redeem a prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute the prize (or a portion thereof) with one of comparable or greater value. All prize details are at Sponsor’s sole discretion. Total ARV of all prizes: \$5,000.00.

WINNER NOTIFICATION: Judges’ and Sponsor’s decisions are final and binding on all matters relating to this Promotion. The potential Grand Prize winner will be notified by e-mail or phone. If a potential winner is contacted by phone, Sponsor will make two (2) attempts to leave a message. If any e-mail to a potential winner is undeliverable, any phone number provided by a potential winner is incorrect or no longer in service, a response to any given e-mail or phone call is not received within three (3) business days of date of its issuance or a potential winner does not comply with these Official Rules, the prize may be forfeited and, at Sponsor’s discretion, Sponsor will award the applicable prize to the eligible Entry with the next highest score. The potential Grand Prize winner will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within five (5) business days of the date of issuance. Return of the prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact the potential Grand Prize winner within a reasonable time period, or noncompliance with these Official Rules by the potential Grand Prize winner, will result in disqualification and, at Sponsor’s sole discretion, the prize may be awarded to the eligible Entry with the next highest score.

LICENSE/USE OF ENTRIES: Entrants understand and agree that they shall retain all ownership and intellectual property rights in Entry; however by submitting an Entry, and to the extent allowed by law, entrant grants the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse the Entry, entrants name, photo, caption, and biographical material including, but not limited to, all materials submitted in connection with the Promotion in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party. By participating in

this Contest, entrants acknowledge and agree: (I) that any ideas, concepts, or information related to their Entry shared in connection with the Contest are not confidential or proprietary, and Released Parties may use, incorporate or disclose any of them now or in the future in any manner, and entrant waives any and all claims they may have against Released Parties or anyone participating in this Contest for such use or disclosure and (II) to defend, indemnify, release and discharge Sponsor, and its officers, employees and agents, and agree to hold Sponsor and Sponsor's officers, employees and agents 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 media that constitutes all or part of an Entry, including any blurring, distortion, alteration, optical illusion or use in composite form of any such material whether intentional or otherwise, that may occur or be produced in the collection, capturing and/or use of said material or in any subsequent processing thereof.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Promotion; (b) to release, discharge and hold harmless Sponsor, Rosetta, their respective affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Promotion or any Promotion related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph/video, prize information, image and/or likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which may be withheld in its sole discretion. Notwithstanding the foregoing, during the Phase 2 Public Voting, the Finalists are permitted to announce and promote their participation in the Contest without the prior consent of the Sponsor.

MISCELLANEOUS: The Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, captions, photos or votes; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, captions or photos, the tabulation of judges scores or votes, the announcement of the Finalists and Grand Prize winner, or in any other Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the

Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries/photos will be void. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the Phase 1 Judging Criteria and/or Phase 2 Public Voting identified above, as applicable. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the applicable account by the applicable e-mail service provider. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING COOPERATION WITH CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in accordance with the Federal Arbitration Act ("FAA", Title 9 of the United States Code) under the auspices of the American Arbitration Association; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS PROMOTION, THEN WITHIN THIRTY (30) DAYS FROM THE DATE OF YOUR ENTRY, YOU MAY OPT-OUT OF THIS, AND ONLY THIS, PART OF THE OFFICIAL RULES BY NOTIFYING THE SPONSOR OF SUCH OPT-OUT REQUEST BY PROVIDING WRITTEN NOTICE AND MAILING SUCH NOTICE TO: M&T BANK, REGULATORY SUPPORT, PO BOX 1468, BUFFALO, NEW YORK 14240-1468 (ATTN: ARBITRATION REJECTION). Any opt-out received after the thirty (30) day time period will not be valid and you must pursue your claim, if any, via arbitration pursuant to these Official Rules. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA.

WINNER'S NAME: For the name of the winner, available after May 22, 2015, send a self-addressed stamped envelope to: M&T Bank "What's Important to You" Contest Winner, P.O.

Box 295, Gainesville, VA 20156, for receipt no later than July 15, 2015. VT residents omit return postage on rules requests.

SPONSOR: M&T Bank, One M&T Plaza, Buffalo, New York.