

2021 CareCredit Custom Link Sweepstakes & Instant Win Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The 2021 CareCredit Custom Link Sweepstakes & Instant Win (the "Promotion") is open to authorized representatives of active providers in the CareCredit Network (each a "Provider") who are legal residents of the fifty (50) United States and US Territories including the District of Columbia who are at least eighteen (18) years old at the time of entry and have received an email invitation to participate. Authorized representatives include the Provider's office staff and/or the Provider's employee in charge of their CareCredit program. Employees of Synchrony Bank, Merkle Inc., Stephens Advertising LLC, Jellyfish and their respective parent and affiliate companies (collectively, ("Sweepstakes Entities")) as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

2. Sponsor: Synchrony Bank, 170 Election Road, Draper, UT 84020. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. The CareCredit credit card is issued by Synchrony Bank.

3. Timing: The Promotion begins on October 1, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on October 31, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter:

During the Promotion Period, visit CustomLinkSweeps.com (the "Website") and

- Complete and submit the registration form including a valid email address. You will receive one (1) entry into the Sweepstakes and one (1) Instant Win Game play for that day: On the Instant Win Game page, follow the links and instructions to play the Instant Win Game. Your Instant Win Game results will be instantly displayed. You will either win an Instant Win Game Prize (a "Game Prize") or receive a "lose" message. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any Game Prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.
- Log in daily to receive one (1) additional Instant Win Game play each day during the Promotion Period.

Limits: Each entrant may receive one (1) Sweepstakes entry during the Promotion Period for registering; each entrant may receive one (1) Instant Win Game play per day during the Promotion Period for either registering or logging in but each entrant is limited to winning one (1) Game Prize as set forth below. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain

associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Additional Sweepstakes Entries: During the Promotion Period, you may earn additional Sweepstakes entries, as outlined below:

- a. **Download Custom Link Flyer:** After you register or log in, follow the links and instructions to click on the button to download the Custom Link flyer and you will receive one (1) additional Sweepstakes entry. Limit: Each entrant may complete this action/obtain the applicable additional entry only one (1) time during the Promotion Period.
- b. **Upload Photo:** During the Promotion Period, take a photo or a screenshot of how you are using your custom link or QR code ("Submission"). Then, visit the Website and follow the links and instructions to upload your Submission and you will receive one (1) additional Sweepstakes entry. Limit: Each entrant may complete this action/obtain the applicable additional entry only one (1) time during the Promotion Period.

Submission Guidelines: Your Submission need not include any reference, positive or negative, to Sponsor's products or services. Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 5, below. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 10, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, unintelligible, 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.

5. Sponsor's Use of Submissions: Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential winner from all eligible entries received during the entire Promotion Period on or around November 1, 2021. Instant Win Game: Six hundred twenty (620) random, computer-generated winning times, one for each Game Prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the Game Prize indicated. **YOU MAY ONLY WIN ONE INSTANT WIN GAME PRIZE DURING THE PROMOTION PERIOD.**

7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND

UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

8. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email, or phone. The potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that the potential Grand Prize winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed Instant Win Game Prizes will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

9. Prizes:

Sweepstakes Prize: ONE (1) GRAND PRIZE: A \$1,000 Uber eats gift card and a \$2,000 office supply gift card. Grand Prize Approximate Retail Value ("ARV"): \$3,000.00. Odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received during the Promotion Period.

Instant Win Game Prizes: SIX HUNDRED TWENTY (620) GAME PRIZES: A \$20.00 GiftNow gift card. ARV: \$20. Odds of winning an Instant Win Game Prize depend on the number of Instant Win Game Prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game Prize per person during the Promotion Period.

For All Prizes: Terms and conditions of gift cards apply. No cash equivalent and all prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$15,400.00.

10. Release: Winners and Entrants agree to release, defend, discharge, indemnify and hold harmless each of the Sweepstakes Entities, Twitter Inc., Instagram, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such entity's officers, directors, employees and agents (collectively, the "Released Parties") from and against any and all liability, claims, costs, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with creation of or submitting an entry or otherwise participating in or preparing for any aspect of the Sweepstakes, the receipt, ownership, possession and/or use or misuse of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes or for any claims or causes of action based on publicity rights, defamation or invasion of privacy and claims based on or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize. Sweepstakes entrants agree that Released Parties shall have no responsibility or liability for human error; incorrect or inaccurate transcription of

registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Website, or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of a Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Sponsor. Released Parties are not responsible for any late, lost, incomplete, illegible, stolen, undelivered, misdirected or postage-due entries or applications, or for any computer, technical, printing, typographical, human or other error, including, without limitation, errors by any of the equipment or programming associated with or utilized in the Sweepstakes or which may occur in the printing, the offering or announcing of prizes, administration of the Sweepstakes or the processing of entries of any kind relating to or in connection with this Sweepstakes.

Each sweepstakes entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from any Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that Sponsor has neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a supplier of such prize that may be sent along with a prize. Sponsor is not responsible for the actions of entrants in connection with any Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of a Sweepstakes. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (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 entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

11. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES OR THE INSTANT WIN GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY SUCH ENTRANT FROM THE SWEEPSTAKES. IN ADDITION, SPONSOR RESERVES THE RIGHT TO PERMANENTLY DISQUALIFY ANY PERSON IT BELIEVES HAS INTENTIONALLY VIOLATED THESE OFFICIAL RULES.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Each winner acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the winner to execute any document and winners acknowledge that they have not executed any document in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of such term for the future. Each winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document.

13. Limitation of Liability/Governing Law: EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. EACH ENTRANT HEREBY WAIVES THEIR RIGHT TO CONTEST JURISDICTION FOR ANY SUCH DISPUTE OR CLAIM. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Dispute Resolution and No Class Relief: Any claim, cause of action or proceeding arising out of or relating to any Sweepstakes shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this

binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. **Further, any and all disputes, claims and causes of action arising out of or connected with a Sweepstakes, or any Prize awarded, will be resolved individually, without resort to any form of class action.** If a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.

15. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.synchrony.com/privacy-policy.html>.

16. Winner List: For a winner list, visit <https://bit.ly/3xVotez>. The winner list will be posted after winner confirmation is complete.

17. Name Removal Notification System: If you would like your name removed from Sponsor's mailing list, please contact CareCredit Customer Service by either Phone: 866 893-7864, Online: <https://www.carecreditprovidercenter.com/portal/myProfile>, or Mail: PO Box 960061 Orlando, FL 32896-0061 and your name will be removed within 60 days of the request.

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