

Synchrony HOME Failed it to Nailed it Sweepstakes

Official Rules

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

1. Eligibility: The Synchrony HOME Failed it to Nailed it Sweepstakes (the "Promotion") is open only to 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. Employees of Synchrony Bank, Merkle Inc., Look Listen Creative LLC, 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 the 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") which only awards additional Sweepstakes entries, as outlined in Section 4 below.

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

3. Timing: The Promotion begins on January 3, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on February 28, 2022 at 11:59 p.m. ET (the "Promotion Period"). For purposes of this Promotion, a "Week" begins each Monday at 12:00 a.m. ET and ends the following Sunday at 11:59 p.m. ET, except the final week which begins on Monday, February 21, 2022 at 12:00 a.m. ET and ends on Monday, February 28, 2022 at 11:59 p.m. ET. Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter:

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

- Complete and submit the registration form including a valid email address. You will receive one (1) Sweepstakes entry and one (1) Instant Win Game play for that week: 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 earn one (1) additional Sweepstakes entry or five (5) additional Sweepstakes entries. Administrator is responsible for the functionality of the Instant Win Game.
- Log in weekly to receive one (1) additional Instant Win Game play each week during the Promotion Period.

Limits: Each entrant may receive one (1) Sweepstakes entry for registering; each entrant may receive one (1) Instant Win Game play per week during the Promotion Period for either registering or logging in and up to forty (40) additional Sweepstakes entries during the Promotion Period as an outcome of playing the Instant Win Game. 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. They must have also registered to participate in the Promotion. The "authorized account holder" of an email address 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.

Additional Sweepstakes Entries: During the Promotion Period, there are several ways to earn additional Sweepstakes entries, as outlined below:

- a. **Polling Question:** After you register for the Promotion, follow the links and instructions to answer the provided polling question and you will earn one (1) additional Sweepstakes entry. Limit: Each entrant may complete this action/obtain the applicable additional entry only one (1) time per Week during the Promotion Period.
- b. **Read an Article or Watch a Video:** After you register for the Promotion, follow the links and instructions to click to read the provided article or watch the provided video and you will earn one (1) additional Sweepstakes entry. Limit: Each entrant may complete this action/obtain the applicable additional entry only one (1) time per Week during the Promotion Period.
- c. **Twitter Share:** After you enter the Promotion, follow the links and instructions to click on the Twitter share button 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 per Week during the Promotion Period.
- d. **Make a Purchase:** Spend \$1 or more on your Synchrony HOME Credit Card* and earn one (1) entry into the Sweepstakes, up to the overall limit which is outlined below.

* Mail-in Alternate Method of Entry ("AMOE"): To earn entries without making a purchase or having a Synchrony HOME Credit Card, print your name, address, day and evening phone numbers, email address associated with your credit card issued by Synchrony Bank, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Synchrony HOME Failed it to Nailed it Sweepstakes - Purchase," c/o Merkle Inc., P.O. Box 5022, Department 850321, Kalamazoo, MI 49003-5022, U.S.A. You will earn one (1) Sweepstakes entry. Limit: One (1) request per envelope. All mail-in entries must be handwritten and must be postmarked by February 28, 2022 and received by March 7, 2022. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: With respect to subsection d, the purchase method of entry/AMOE, each entrant is limited to twenty (20) additional Sweepstakes during the Promotion Period.

- e. **Unique URL:** After you enter the Promotion, follow the links and instructions to generate a unique URL to receive one (1) additional Sweepstakes entry. This URL can be copied and shared out with family and friends. Limit: Each entrant may complete this action/obtain the applicable additional entry one (1) time per Week during the Promotion Period.
- f. **Social Challenge**:** To participate, you will need to have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your Tweets or post to be viewable by Sponsor and Administrator. Your account settings must remain public during

the Promotion Period and until the prizes are awarded. You must not change your Instagram or Twitter handle during the Promotion Period and until the prizes are awarded.

During the Promotion Period, tweet/post including the hashtag #NailedItSweepstakes with a photo on your Twitter or Instagram account (each a “Submission”) based on the applicable Week’s Social Challenge, as outlined below:

Week	Social Challenge*
1	<p>Biggest Flop Despite your best efforts — or maybe because of them — this renovation just isn't what you had hoped it would be. You're not alone. Raise a toast to the best-laid plans and share a photo of what room disaster those plans led you to!</p>
2	<p>Quickest Turnaround This is for a time when you may not have had the time or patience to wait for results. Have you turned a room over in a week, a weekend, a day? We want to see what you've got.</p>
3	<p>Most Attempts Sometimes a renovation takes 2, 3, 4 or (gulp) more tries to get it right — or close to right! Show off a room that needed a little extra time!</p>
4	<p>Most Complimented Compliments aren't the only sign of a reno success — but it is a pretty good one. Show us a project that's your fans' favorite!</p>
5	<p>An Oldie, But a Goodie Recent renovations need not apply! You were doing room redos long before it was en vogue, and we'd love to ooh and aww over your work.</p>
6	<p>They Don't Believe it's DIY Your whoops went to wow in a big way, and no one can quite believe you did it without outside assistance! Share your most impressive DIY success.</p>
7	<p>Most Thrifty We're saluting the crafty renos where 50% or more of the improvements were thrift-finds! Put those thrifting skills on display!</p>
8	<p>Most Extravagant Floor to ceiling, you've left no surface untouched, and the outcome is lush, lavish and to-die-for. Show off the most extra room reno you've got!</p>

You must include the hashtag #NailedItSweepstakes in your post to qualify. The photo and your caption (including hashtag) will be collectively referred to as your submission (“Submission”)**. Retweets, Tweets, Fleets, Instagram stories, and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries. You will automatically receive one (1) additional Sweepstakes entry for your qualified Submission. Limit: Each entrant may complete this action/obtain the applicable additional entry only one (1) time per Week.

*Mail-in Alternate Method of Entry (“AMOE”): To earn additional entries without posting on Twitter or Instagram, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to “Synchrony HOME Failed it to Nailed it Sweepstakes – Social,” c/o Merkle Inc., P.O. Box 5022, Department 850321, Kalamazoo, MI 49003-5022, U.S.A. You will earn one (1) Sweepstakes entry. Limit: One (1) request per envelope. All mail-in entries must be handwritten and must be postmarked by February 28, 2022 and received by March 7, 2022. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will

be disqualified.

Limit: With respect to subsection f, the social challenge method of entry/AMOE, each entrant may complete this action/obtain the applicable additional entry only one (1) time per Week.

**** Submission Guidelines:** No credit card transaction is required for your Submission. 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, 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.

5. Sponsor's Use of Submissions: Tweeting/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 Grand Prize winner from all eligible entries received during the Promotion Period on or around March 15, 2022. If you play the Instant Win Game, you will either earn one (1) additional Sweepstakes entry or five (5) additional Sweepstakes entries. Administrator is responsible for the functionality of the Instant Win Game.

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 SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREENSHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

8. Verification of Potential Winner: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by email, phone or via the Social Account used to enter by @Synchrony. 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 the potential winner 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 winner is disqualified for any reason, Sponsor will award the applicable 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. Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

9. Prize:

Sweepstakes Prize: ONE (1) GRAND PRIZE: \$10,000, payable in the form of a check. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period. 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. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

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, merchant partners 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/3a5fIEt>. The winner list will be posted after winner confirmation is complete.

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