

Season of Surprises Sweepstakes Official Rules

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

1. Eligibility: The Season of Surprises Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Puerto Rico who are at least eighteen (18) years old at the time of entry ("Eligible Entrants"). Employees of Synchrony Bank (the "Sponsor"), Merkle Inc. (the "Administrator"), HSN, Inc., 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 Sweepstakes 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

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

3. Timing: The Sweepstakes begins on or about October 19, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2024 at 11:59 p.m. ET (the "Sweepstakes Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.

4. How to Enter: During the Sweepstakes Period, visit [HSNSeasonofSurprises.com](https://www.hsn.com/season-of-surprises) (the "Website") and complete and submit the registration form including your first and last name (initials are not sufficient), email address, and home address (P.O. Boxes are not permitted). If you have an HSN Credit Card, please register using the email address associated with your HSN Credit Card. After registering, Eligible Entrants may earn Sweepstakes entries, as outlined below:

- a. Make a Purchase with your HSN Credit Card*:** During the Sweepstakes Period, after you register, make a purchase (any number of items) using your HSN Credit Card at HSN or QVC. Purchases are subject to credit approval. You will earn one (1) Sweepstakes entry on any day you make a valid purchase (as determined by Sweepstakes Entities) during the Sweepstakes Period. Exclusions include (will not earn a Sweepstakes entry): Donations; HSN Protection Plus; Expediated Shipping; purchases by Qurate Employees; Waitlist and advanced order items; Returned and canceled orders; Purchase of HSN and QVC gift cards; Purchases at QVC+ and HSN+; A warranty selected; Any auto-ship item in the cart ("**Excluded Item(s)**"). *If a cart contains only (an) Excluded Item(s), it will not qualify for an entry. If a cart contains an Excluded Item, but also contains a qualifying purchase, it will qualify for an entry.* Limit: One (1) Sweepstakes entry per day by making a valid HSN Credit Card purchase transaction.
- b. *Mail-in Alternate Method of Entry ("AMOE"):** To enter the Sweepstakes without having an HSN Credit Card or making a purchase, legibly print in blue or black ink your name, address, day and evening phone numbers, email address (*If you have a HSN Credit Card, please provide the email address associated with your HSN Credit Card*), and date of birth on a piece of paper and mail it in an envelope with proper postage to "Season of Surprises Sweepstakes," c/o Merkle Inc., P.O. Box 5022, Department 864843, Kalamazoo, MI 49003-5022 U.S.A. Each eligible mail in entry request will receive one (1) Sweepstakes entry per outer mailing envelope. All mail-in entries must be postmarked by January 2, 2025 and received by January 9, 2025. 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 eligibility or receipt by Sponsor. Sponsor is not responsible

for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified. Limit: Each entrant may earn up to seventy-four (74) mail in entries during the Sweepstakes Period.

Limit: Each entrant is limited to a total of seventy-four (74) Sweepstakes entries during the Sweepstakes Period by using any combination of entry methods outlined above.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's 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 the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

5. Verification of Potential Winners: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winners from all eligible entries received during the Sweepstakes Period on or around January 20, 2025. Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email. Each potential 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 a 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. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes: THREE (3) GRAND PRIZES: \$5,000 in HSN Spendable Ka\$h loaded to their HSN Customer Account. Approximate Retail Value ("ARV") of each Grand Prize: \$5,000.00. FIVE (5) FIRST PRIZES: \$1,000 in HSN Spendable Ka\$h loaded to their HSN Customer Account. ARV of each First Prize: \$1,000.00. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Sweepstakes Period. Limit: one (1) prize per person.

For All Prizes: Spendable Ka\$h requires an HSN Customer Account, which is free to set up. Account and use of Spendable Ka\$h is subject to the terms and conditions of HSN. Subject to verification of eligibility and compliance, and establishment of eligible HSN Customer Account within five (5) days of the date notice or attempted notice is sent, winners' Spendable Ka\$h will be uploaded into their Account on or by approximately two (2) weeks of verification. In the event an HSN Customer account is not activated within five (5) days of the date notice or attempted notice is sent, an HSN Customer Account is not in good standing or has been closed and not reinstated by HSN that respective prize will be forfeited in its entirety.

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. Winners will receive an IRS Form 1099 MISC reporting the actual value of the prize received. TOTAL ARV OF ALL PRIZES: \$20,000.00.

7. Release: Winners and entrants agree to release, defend, discharge, indemnify and hold harmless each of the Sweepstakes Entities, 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 either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes, or to the receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is 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.

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

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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, 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 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 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 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.

10. Limitation of Liability/Governing Law: EXCEPT WHERE PROHIBITED, ENTRANTS AND WINNERS AGREE 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 SWEEPSTAKES, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ENTRANTS AND WINNERS BE PERMITTED TO OBTAIN AWARDS FOR, AND THEY HEREBY KNOWINGLY AND EXPRESSLY WAIVE 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 entrants and Sweepstakes Entities in connection with the Sweepstakes, 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.

11. 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.

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

13. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

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