

## Synchrony 12 Days of Cheer Sweepstakes Official Rules

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

**1. Eligibility:** The Synchrony 12 Days of Cheer Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States, Puerto Rico and the District of Columbia who are at least eighteen (18) years old at the time of entry and who are the primary account holder of a Synchrony Bank issued credit card listed on Exhibit A (each, an “eligible account”) as of December 8, 2020. Employees of Synchrony Bank, Merkle 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 Election Road, Draper, UT 84020. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on December 8, 2020 at 12:00 a.m. Central Time (“CT”) and ends on December 20, 2020 at 11:59 p.m. CT (the “Promotion Period”). The Sweepstakes includes twelve (12) daily entry periods (each a “Daily Entry Period”), as outlined below.

Daily Entry Period	Start Date at 12:00 a.m. CT	End Date at 11:59 p.m. CT	Post mark Date	Received by Date	Approximate Drawing Date
Daily 1	12/9/2020	12/9/2020	12/9/2020	12/16/2020	12/31/2020
Daily 2	12/10/2020	12/10/2020	12/10/2020	12/17/2020	12/31/2020
Daily 3	12/11/2020	12/11/2020	12/11/2020	12/18/2020	12/31/2020
Daily 4	12/12/2020	12/12/2020	12/12/2020	12/19/2020	12/31/2020
Daily 5	12/13/2020	12/13/2020	12/14/2020	12/21/2020	12/31/2020
Daily 6	12/14/2020	12/14/2020	12/14/2020	12/21/2020	12/31/2020
Daily 7	12/15/2020	12/15/2020	12/15/2020	12/22/2020	12/31/2020
Daily 8	12/16/2020	12/16/2020	12/16/2020	12/23/2020	12/31/2020
Daily 9	12/17/2020	12/17/2020	12/17/2020	12/24/2020	12/31/2020
Daily 10	12/18/2020	12/18/2020	12/18/2020	12/25/2020	12/31/2020
Daily 11	12/19/2020	12/19/2020	12/19/2020	12/26/2020	12/31/2020
Daily 12	12/20/2020	12/20/2020	12/21/2020	12/28/2020	12/31/2020

Administrator’s computer is the official time-keeping device for this Sweepstakes.

**4. How to Enter:** During the Promotion Period, there are two (2) ways to enter the Sweepstakes, as outlined below:

- a. Register your eligible account and Make a Purchase:** You will receive an email from the Sponsor inviting you to enter the Sweepstakes. Click on the link included in the email and follow the links and instructions to complete and submit the registration form including your first and last name, a valid email address, and select a time zone (either Central, Eastern, Mountain, or Pacific). You must register each eligible account you have separately. Then, follow the links and instructions to view the “key shopping time” for that Daily Entry Period. The key shopping time will be listed in the time zone you selected on the registration form. Next, during the key shopping time, make a purchase of at least

\$5.00 using your eligible card to earn five (5) Sweepstakes entries into the applicable Daily Entry Period drawing. If you make a purchase of at least \$5.00 using your eligible card other than during the key shopping time on that Daily Entry Period, you will earn one (1) Sweepstakes entry into the Daily Entry Period drawing for that day. Purchases are subject to credit approval.

- b. Mail-in Alternate Method of Entry:** To earn entries without making a purchase, hand print your name, address, day and evening phone numbers, email address associated with your credit card issued by Synchrony Bank, date of birth and identify a Daily Entry Period on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "The Synchrony 12 Days of Cheer Sweepstakes," c/o Merkle Inc., P.O. Box 5011, Department 846279, Kalamazoo, MI 49003-5011, U.S.A. **You must also list out the Daily Entry Period for which you are entering on the outside of the envelope, (e.g., "Daily Entry Period 1"). If you do not indicate a Daily Entry Period on the outside of the envelope, your entry will be voided, and you will not receive any entries into the Sweepstakes.** You will earn five (5) Sweepstakes entries into the applicable Daily Entry Period drawing. Limit: One (1) request per envelope. All mail-in entries must be handwritten and must be postmarked by the dates listed in Section 3 above for the applicable Daily Entry Period. 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: Each eligible account is limited to thirty (30) Sweepstakes entries per Daily Entry Period, regardless of method of entry or combination thereof (either by making purchases, sending in mail-in entries, or a combination of the two (2) methods of entry). 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 any registration, the primary account holder of the email address used to register will be deemed to be the entrant or player. Potential winners may be required to show proof of being the primary account holder.

**5. Prize Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Daily Entry Period Sweepstakes winners from all eligible entries received during each applicable Daily Entry Period on or around the dates outlined in the table in Section 3. Non-winning Daily Entry Period entries will not carry over to subsequent Daily Entry Periods. The potential winners will be notified by email, mail or phone. Each potential Grand Prize winner and each potential winner of prizes with the cumulative value equal to \$600 or more (or 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 Waiver and where not prohibited a Publicity Release ("Declaration") 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, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**6. Prizes:** TWELVE (12) GRAND PRIZES (one (1) awarded per Daily Entry Period): A \$1,000 check. Approximate Retail Value ("ARV"): \$1,000.00. TWENTY-FOUR (24) FIRST PRIZES (two (2) awarded per Daily Entry Period): A \$500 Visa® Prepaid Card\*. ARV: \$500.00. FOUR HUNDRED EIGHTY (480) SECOND PRIZES (forty (40) awarded per Daily Entry Period): A \$100 Visa Prepaid Card\*. ARV: \$100.00. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the applicable Daily Entry Period. Limit: One (1) Grand Prize per eligible account during the Promotion Period and one (1) First Prize or Second Prize per eligible account per Daily Entry Period.

**For All Prizes:** 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: \$72,000.00.

\*Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. The Visa prepaid card can be used anywhere Visa debit cards are accepted around the world. This prepaid card is not a gift card and has an expiration date. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. Winners of this prize will receive an email from notification@prepaiddigitalsolutions.com with instructions for selecting either a physical or virtual prepaid card. Winners must make this selection within 90 days from the date these instructions are sent via email. The link to access your payment expires after that time. Physical or virtual prepaid cards must be used within six (6) months after its issue date. The Bancorp Bank does not endorse or sponsor, and is not affiliated in any way with this Sweepstakes.

**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, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes or receipt 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 Sweepstakes entry, 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.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes 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.

**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, 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 SWEEPSTAKES, 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 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.

Notwithstanding the above, disputes between you and The Bancorp Bank regarding your card will be governed by the Cardholder Agreement provided by The Bancorp Bank with your card.

**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, visit <https://bit.ly/2HC0mfS>. The winner list will be posted after winner confirmation is complete.

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## **Exhibit A: Participating Synchrony Bank issued credit card**

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Adorama

American Signature Furniture

At Home

BP

BrandsMart USA

Briggs & Stratton

Cathay Pacific

CheapOair

City Furniture

Conoco

Cutting Edge

DICK'S Sporting Goods

eBay

Furniture Row

GOOGLE

Grand Home Furnishings

HomeAdvisor

Husqvarna

Leisure Pro

Levin Furniture & Mattress

Lowe's

Morris Furniture

Newegg

Nissan

Norwegian

One Travel

P.C. Richard & Son

Phillips 66

Rooms to Go

Sam's Club

Sleep Number

Sunny Sports

Synchrony Mastercard

Value City Furniture