

## CareCredit Office Celebration Sweepstakes

### Official Rules

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

**1. Eligibility:** The CareCredit Office Celebration Sweepstakes (the "Sweepstakes") is open only to providers who are enrolled with CareCredit as of September 1, 2024 and who operate in the fifty (50) United States and US Territories including the District of Columbia. Health Systems are excluded from entering the Sweepstakes. An owner of the business may enter on behalf of the business (an individual who founded the business or has a financial stake in the business) or an administrator, doctor, front desk staff or office manager may enter on behalf of the business (but they must have permission from the owner to enter) who is at least the age of majority in his/her place of residence, but the business is the entrant. Employees of Synchrony Bank (the "Sponsor"), Merkle Inc. (the "Administrator"), 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 CareCredit credit card is issued by Synchrony Bank.

**3. Timing:** The Sweepstakes begins on September 3, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2024 at 11:59 p.m. ET (the "Sweepstakes Period"). The Sweepstakes consists of four (4) monthly entry periods (each a "Monthly Entry Period") and a grand prize entry period (the "Grand Prize Entry Period"), as outlined in the below table. The Monthly Entry Periods and the Grand Prize Entry Period are referred to herein collectively as "Entry Periods."

Entry Period	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Approximate Drawing Date
Monthly 1	9/3/2024	9/30/2024	10/1/2024
Monthly 2	10/1/2024	10/31/2024	11/2/2024
Monthly 3	11/1/2024	11/30/2024	12/2/2024
Monthly 4	12/1/2024	12/31/2024	1/3/2025
Grand Prize	9/3/2024	12/31/2024	1/3/2025

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

**4. How to Enter:** During the Sweepstakes Period, visit [CareCredit.com/OfficeCelebration](https://www.CareCredit.com/OfficeCelebration) (the "Website") and complete and submit the registration form including name of the business and valid business address (P.O. Boxes are not permitted). You will receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing and one (1) Sweepstakes entry into the Grand Prize drawing.

**Limits:** Each entrant may receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing and one (1) Sweepstakes entry into the Grand Prize drawing during the Sweepstakes Period for registering. 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.

**Additional Sweepstakes Entries:** During the Sweepstakes Period, there are four (4) ways to earn additional Sweepstakes entries, as outlined below:

- a. **Answer Survey Questions:** After you enter the Sweepstakes, follow the links and instructions to answer the provided survey questions. By answering the questions, you will receive twenty (20) additional Sweepstakes entries into the applicable Monthly Entry Period drawing and twenty (20) additional Sweepstakes entries into the Grand Prize drawing. Limit: Each entrant may complete this action/obtain the applicable additional entries one (1) time during the Sweepstakes Period.
- b. **Offering CareCredit - Photo/Essay:** After you enter the Sweepstakes, follow the links and instructions to provide a photo and/or written essay ("Essay") of how CareCredit is offered to your patients ("Submission"). The Essay must not exceed five hundred (500) characters in length. If you upload a photo, you will receive ten (10) additional Sweepstakes entries into the applicable Monthly Entry Period drawing and ten (10) additional Sweepstakes entries into the Grand Prize drawing. If you provide a written Essay, you will receive five (5) additional Sweepstakes entries into the applicable Monthly Entry Period drawing and five (5) additional Sweepstakes entries into the Grand Prize drawing. Limit: Each entrant may complete this action/obtain the applicable additional entries one (1) time per Monthly Entry Period. Sponsor may disqualify your Submission if it determines that it finds it to be unlawful, or in violation of these Official Rules. Your Submission must be based on your honest opinion and personal experience. Your Submission must not violate any of the Content Restrictions listed below.
- c. **Most Popular CareCredit Asset - Photo:** After you enter the Sweepstakes, follow the links and instructions to provide a photo of CareCredit materials in your practice/office, or share the most popular CareCredit tool currently in use in your practice/office ("Submission"). You will receive ten (10) additional Sweepstakes entries into the applicable Monthly Entry Period drawing and ten (10) additional Sweepstakes entries into the Grand Prize drawing. Limit: Each entrant may complete this action/obtain the applicable additional entries one (1) time per Monthly Entry Period. Sponsor may disqualify your Submission if it determines that it finds it to be unlawful, or in violation of these Official Rules. Your Submission must be based on your honest opinion and personal experience. Your Submission must not violate any of the Content Restrictions listed below.
- d. **Financing Best Practice - Essay:** After you enter the Sweepstakes, follow the links and instructions to provide a written essay ("Essay") of the best practices you use in your office/practice when introducing and/or discussing financing options with patients/clients (Please provide specific examples) ("Submission"). The Essay must not exceed five hundred (500) characters in length. If you provide a written Essay, you will receive five (5) additional Sweepstakes entries into the applicable Monthly Entry Period drawing and five (5) additional Sweepstakes entries into the Grand Prize drawing. Limit: Each entrant may complete this action/obtain the applicable additional entries one (1) time per Monthly Entry Period. Sponsor may disqualify your Submission if it determines that it finds it to be unlawful, or in violation of these Official Rules. Your Submission must be based on your honest opinion and personal experience. Your Submission must not violate any of the Content Restrictions listed below.

**Content Restrictions for your Entry:**

- Any CareCredit materials used in your Submission must have been received from CareCredit within two (2) years.
- Your Submission must be your original work.
- Your Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor.
- Your Submission must not disparage Sponsor or any other parties.
- You must have permission to include the names or likenesses of other individuals and to grant the rights set forth in Section 5. You should only include minors in your post if they are your children/wards. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.
- Your Submission must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks, or any other intellectual property other than those of the Sponsor.
- Your Submission must not make references to or include alcohol, illegal drugs, marijuana, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda.
- Your Submission may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- Your Submission may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

***NOTE: The Sweepstakes is not incentivizing or awarding Sweepstakes entries for CareCredit Credit Card Applications.***

**Overall Sweepstakes Entry Limit for Grand Prize Drawing:** Each entrant may receive a total of one hundred forty-one (141) Sweepstakes entries into the Grand Prize drawing during the entire lifetime of the Sweepstakes for registering and completing actions listed above. For entry limits and details per action, see above.

**5. Sponsor's Use of Submission:** Uploading 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. 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 each potential Entry Period winner from all eligible entries received during the applicable Entry Period on or around the dates listed in Section 3 above. Non-winning Monthly Entry Period entries will carry over into subsequent Monthly Entry Periods. Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email. The business owner of the potential Grand Prize winner 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.

**7. Prizes:** ONE (1) GRAND PRIZE: \$3,000, payable in the form of a check made out to the business. Approximate Retail Value ("ARV"): \$3,000.00. FOUR (4) MONTHLY PRIZES (one (1) awarded per Monthly Entry Period): A \$100 Amazon.com Gift Card. Restrictions apply, see [amazon.com/gc-legal](https://amazon.com/gc-legal). ARV: \$100.00. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the applicable Entry Period. Limit: one (1) Grand Prize and one (1) Monthly Prize per eligible business.

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: \$3,400.00.

**8. 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.

**9. 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, Submission, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. 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 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 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.

**11. 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.

**12. 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.

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

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

**15. Name Removal Notification System:** If you would like to be removed from Sponsor's future Sweepstakes mailings, please write to: Synchrony Bank Promotional Opt Out, PO Box 965004, Orlando, FL 32896-5004.