

Synchrony Spring Refresh Official Rules

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

- 1. Eligibility: Synchrony Spring Refresh (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Synchrony Bank, HelloWorld, Inc., and their respective parent and affiliate companies 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:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Sweepstakes begins on May 3, 2018 at 12:00 a.m. Eastern Time ("ET"), ends on June 3, 2018 at 11:59 p.m. ET (the "Promotion Period") and includes four (4) "Weekly Entry Periods" as set forth in the chart below and a Grand Prize Entry Period that spans the entire duration of the Promotion Period. Twitter and Instagram's servers are the official time-keeping devices for the Sweepstakes.

Entry Period	Starts at 12:00 a.m. ET	Ends at 11:59 p.m. ET	Approximate Drawing and Notification Date
Week 1	May 3, 2018	May 13, 2018	May 14, 2018
Week 2	May 14, 2018	May 20, 2018	May 21, 2018
Week 3	May 21, 2018	May 27, 2018	May 29, 2018
Week 4	May 28, 2018	June 3, 3018	June 4, 2018
Grand Prize	May 3, 2018	June 3, 2018	June 4, 2018

4. How to Enter: 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 comments to Sponsor's posts to be viewable by Sponsor.

During the Promotion Period, take the following actions to receive an entry:

- (1) Take a photo of a room in your home that could use a "refresh;"
- (2) Tweet/post the photo and include the hashtags #SynchronyHOMEContest and tag @Synchrony. Note: Tweets must include entrant's original photo; ReTweets will not accrue entries in this Sweepstakes.

By Tweeting or posting your photo as described above ("Social Post"), and subject to the Content Restrictions and Limits described below, you will automatically receive one (1) entry into the Weekly Entry Period drawing aligned with the date of your Social Post as well as all subsequent Weekly Entry Period drawings and the Grand Prize drawing. Sponsor may also display your Social Post in a public online gallery.

Content Restrictions: Your Social Post and its included content will hereafter be referred to as your Submission. 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. Entrant must be the parent/legal guardian of any minors depicted. 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 any third-party materials, or otherwise violate or infringe any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to, corporate logos, brand names, slogans, political, or religious statements), in Sponsor's sole discretion. Any items or accessories shown in the Submission should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials (other than Sponsorowned). Photo may not be owned, taken or edited by a professional photographer. Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. Submission may not disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way.

In the event the Sponsor, in its sole discretion, determines that any Submission contains content that does not comply with these Official Rules or does not otherwise comply with regulatory guidelines or eligibility requirements, the Sponsor reserves the right to disqualify and remove the Submission. All Submission must comply with these Official Rules in order to be eligible. Entrant attests that he/she has made all those depicted in the Submission aware that he/she is submitting an Submission containing them in this Contest, and all depicted have agreed that entrant may submit such Submission. The Submission must not contain content that is known by Entrant to be false, inaccurate or misleading.

<u>Limit</u>: You may enter up to five (5) times during the Promotion Period. Each Submission must be unique to qualify as an entry. Multiple entrants are not permitted to share the same Social Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Social Accounts, 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. In the event of a dispute as to any registration, the authorized account holder of the Social Account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Social Account. Each potential winner may be required to show proof of being an authorized account holder.

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. Prize Drawing: 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. On or around the dates listed in the chart in Section 3, Administrator will randomly select the potential Sweepstakes winners from all eligible entries received and applicable to each Weekly Entry Period drawing and will randomly select the Grand Prize winner from all eligible entries received during the Promotion Period. Each potential winner will be notified by @Synchrony through the Social Account used to enter. Each potential Weekly Prize winner required to provide his/her name, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within three (3) days of the date notice or attempted notice is sent into order to claim the prize. The potential Grand Prize winner (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 seven (7) 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 requested information, within the required time period (as 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, 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.

7. Prizes: ONE (1) GRAND PRIZE: A check for \$5,000 FOUR (4) WEEKLY ENTRY PERIOD PRIZES: A check for \$500.

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. Odds of winning a prize depend on the number of eligible entries received during each Weekly Entry Period and the Promotion Period. Limit: One (1) prize per person. Total value of all prizes is \$7,000.

- **8. Release:** By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor, Administrator, Twitter, Inc., Instagram, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, failure to receive Sweepstakes entries due to due to limitations of third-party social networks, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **9 Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Social Account profile photo), 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, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 11. Limitations of Liability: 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; (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 receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, 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 the 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.
- 12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby 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. 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 Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy https://www.synchronybank.com/privacy/ and to Administrator's Privacy Policy https://www.helloworld.com/privacy-policy.
- **14.** Winner List: For a winner list, visit http://bit.ly/2HdtLbl. The winner list will be posted after winner confirmation is complete.
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