

## **Synchrony CareCredit Providers Photo Upload Program**

### **PROGRAM TERMS AND CONDITIONS**

**1. Eligibility:** Synchrony CareCredit Providers Photo Upload Program (the "Program") is open to providers who are enrolled with CareCredit, who operate in the fifty (50) United States (including the District of Columbia) and Puerto Rico, and who are invited to participate in the Program. 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. Employees of Synchrony Bank (the "Sponsor"), Merkle Inc. (the "Administrator"), and their 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. Void where prohibited.

**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:** Program begins on January 6, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on February 28, 2025 at 11:59 p.m. ET (the "Program Period"). Administrator's computer is the official time-keeping device for the Program.

**4. How to Receive an Offer:** During the Program Period, the provider will receive an invitation from the Sponsor via mail and email to participate in the Program. The invitation will include a gift box or post card with information regarding the Program, as well as a unique one-time-use code ("Code"). During the Program Period, visit <http://www.carecreditupload.com/> ("Website") and follow the links and instructions to complete and submit the registration form including your first and last name, practice name, industry, email address, and the Code. Next, use the materials you received at your practice and take a photo ("Submission") and follow the instructions on the Website to upload the Submission. By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, you will receive one (1) \$20.00 Amazon.com Gift Card ("Offer"). Restrictions apply, see [amazon.com/gc-legal](https://amazon.com/gc-legal).

#### Guidelines:

- The Submission must be in .jpg or .png format.
- The Submission must not exceed 10mb in size.

**Permissions:** Participant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if participant is their parent or legal guardian. If requested, participant must be able to provide such permissions or proof in a form acceptable to Sponsor.

#### Content Restrictions:

- The Submission must be your original work.
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor.
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement and therefore must not contain brand names or trademarks other than those owned by Sponsor.
- The Submission must not contain content created by a third party, such as images or artwork.
- The Submission must not disparage Sponsor or any other person or party.

- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous.
- Your Submission must not refer to or include alcohol, marijuana, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda.
- The Submission must not contain material that 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.
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each practice may receive one (1) Offer. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) Offer by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer, and that participant may be disqualified. The Offer will be fulfilled approximately 2 – 4 weeks after the Submission has been approved.

**5. Release:** By receipt of the Offer, participant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer 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, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of the Offer.

**6. Publicity:** Except where prohibited, participation in the Program constitutes recipient's consent to Sponsor's and its agents' use of recipient's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program 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 Terms and Conditions shall not constitute a waiver of that provision.

**8. Limitation of Liability/Governing Law:** EXCEPT WHERE PROHIBITED, PARTICIPANT 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 PROGRAM, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT 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 PARTICIPANT 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 Terms and Conditions, or the rights and obligations of

the participant and Sponsor in connection with the Program, 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.

**9. Dispute Resolution and No Class Relief:** Any claim, cause of action or proceeding arising out of or relating to any Program 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. Participants 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 Program, or any Offer 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.

**10. Participant's Personal Information:** Information collected from participation is subject to [Sponsor's Privacy Policy](#).

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