

## CareCredit Live Well and Earn Rewards Promotion Terms and Conditions

CareCredit Live Well and Earn Rewards Promotion (the "Promotion") is a limited time loyalty promotion sponsored by Synchrony Financial through which select individuals ("Participants" or, individually, the "Participant") can earn points ("Points") to be redeemed as set forth below.

**Sponsor:** Synchrony Financial, 777 Long Ridge Road, Stamford, CT 0692. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

### A. Eligibility

The Promotion is only open to CareCredit Cardholders who are invited by Sponsor to participate in the Promotion who are legal residents of the fifty (50) United States (and the District of Columbia) and who are at least eighteen (18) years old. The Promotion is void where prohibited. Additionally, any purchases made at Rite Aid stores in AL, MA, MS, NY, NJ, OR, and WA are not eligible to receive Points. Corporations or other entities or organizations of any kind are not eligible for the Promotion.

### B. Timing

The Promotion begins at 12:00 a.m. Eastern Time ("ET") on March 1, 2018 and is scheduled to end at 11:59 p.m. ET on May 31, 2018 (the "Promotion Period"). Participants will be able to make a selection for the redemption of Points at any time during the Promotion Period online at [www.livewellandearn.com](http://www.livewellandearn.com) (the "Website") or by calling 866-893-7864.

With reasonable notice, Sponsor reserves the right, in its sole discretion, to shorten, extend, suspend, modify, or cancel the Promotion at any time even though these changes may affect a Participant's ability to use accumulated Points. If the Promotion is terminated for any reason, in Sponsor's sole discretion, all accumulated Points in Participants' Accounts will expire. Sponsor will make reasonable efforts to provide notice to Participants of changes to the Promotion prior to implementation.

### C. Earning Points

1. To earn points during the Promotion Period, the Participant must make a purchase of \$50 or more (less credits, returns and adjustments) of goods and services using their CareCredit credit card.

Each calendar month during the Promotion Period, Participants can earn Points as outlined below:

- 1st Qualifying Transaction: Each Participant will receive 500 Points.
- 2nd Qualifying Transaction: Each Participant will receive 500 Points.
- 3rd Qualifying Transaction: Each Participant will receive 500 Points and 500 bonus Points.

Limit: Each Participant may earn up to 2,000 Points per calendar month during the Promotion Period for a total of up to 6,000 Points during the Promotion Period.

2. Sponsor will attempt to credit Participants' Accounts with Points on a timely basis. However, each Participant shall have the responsibility of ensuring that his/her Points are properly credited. To make sure you get emails with Point updates, add [CareCredit@livewellandearn.com](mailto:CareCredit@livewellandearn.com) to your address book. Any claim for Points not credited accurately must be received within 90 days of the Promotion conclusion, or the disputed Points shall no longer be valid.

3. Sponsor reserves the right to remove Points from a Participant's Account if it determines that such Points were improperly credited to the Participant's Account or were obtained fraudulently. Validated

Points deposited into a Participant's Account that are subsequently determined to be invalid for any reason are subject to disqualification and will be removed from the Participant's Account.

4. Sponsor's decisions regarding the awarding of Points are final and binding.

5. Sponsor reserves the right to change the number of Points awarded for Qualifying Transactions described above at any time during the Promotion Period. Sponsor further reserves the right to change, add or remove the methods by which Participants can earn Points.

6. Points have no monetary value outside of the Promotion and are purely promotional and are provided without the payment of any consideration or other thing of value. Unless and until you redeem the Points in accordance with these Terms and Conditions, no right, title, or interest in the Points has been earned.

7. Participant need not purchase any services or items that are paid for by insurance to earn Points and dollars spent on such items do not generate higher or different Points compared to dollars spent on other purchases.

8. Points are earned for any purchase made on a single account, including purchases by an Authorized User or Joint Accountholder.

9. Points may not be combined from multiple accounts for redemption purposes. Points do not constitute property of the Participant except as expressly permitted by the Sponsor in writing, Points and awards are not transferable or assignable under any circumstances, including (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law.

#### **D. Account**

During the Promotion Period, Participant can visit the Website and follow the links and instructions to login to their Live Well and Earn Promotion account ("Account") at [www.livewellandearn.com](http://www.livewellandearn.com) by providing the email address and zip code associated with their CareCredit Account. Each Participant is limited to one (1) Account. Participants may also call 866-893-7864 to make a redemption selection.

Points redeemed for Statement Credit cannot be used in lieu of a scheduled payment to the CareCredit credit card.

#### **E. Redeeming Points for Rewards**

1. Participant may visit the Live Well and Earn Website at [www.livewellandearn.com](http://www.livewellandearn.com) (or call 866-893-7864) during Promotion Period to select the way Points will be redeemed (a Statement Credit to their CareCredit account or one of the available retailer Gift Card choices). Participant must make this selection by 11:59 p.m. ET on May 31, 2017 and such selection cannot be changed. If a selection is not made by such time, any Points will be defaulted to Statement Credit. Participant will forfeit Points if the Account is closed for any reason (other than as a result of a lost or stolen card, in which case all accrued Reward Points will be applied to the replacement account) including in the event of any fraud or abuse in connection with this Promotion.

2. Only the primary Cardholder may redeem Points.

3. Sponsor reserves the right to modify the list of items available at any time for any reason. Should a Gift Card be discontinued, Participant will be advised of unavailability and asked to make an alternate selection.

4. Gift Cards will be delivered within 6-8 weeks after the conclusion of the Promotion to the residential address listed in the Participant's CareCredit Account. It is the responsibility of the Participant to be sure all contact information in his/her CareCredit Credit Card Account is current. Sponsor is not responsible for

Gift Cards sent to non-current addresses, and any such Gift Cards will not be replaced. Gift Card cannot be shipped to P.O. Boxes.

5. Statement Credit will be applied to CareCredit Account within 60-90 days after Promotion end date. Statement Credit cannot be used to satisfy the required monthly payment on the CareCredit credit card Account.

6. Participants are responsible for all costs and expenses associated with use of any Gift Card not stated as being provided. Gift Cards are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Participants may not substitute, assign or transfer a Gift Card or redeem for cash.

7. No refunds will be provided on any Gift Card item. If for any reason a Gift Card is received damaged, becomes unavailable, or cannot be fulfilled, Sponsor, in its sole discretion, will replace the item.

8. Gift Cards may have additional terms and restrictions, of which Participants are responsible for making themselves aware. Additionally, Gift Cards should be treated by Participants like cash, and will not be replaced by Sponsor if lost or stolen. Participants are responsible for paying all costs and expenses that might be reasonably incurred by the Participant in receiving or using a Gift Card that is not specifically included with the Reward, including but not limited to taxes, non-use fees or other expenses.

#### **F. General Terms and Conditions**

1. Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses or is suspected of using the Promotion in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of Promotion eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action against such persons. Sponsor will not compensate Participant for any unredeemed Points in the event his/her Promotion participation is terminated.

2. Any attempt by a person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor may seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any of these Terms and Conditions shall not constitute a waiver of this, or any other provision.

3. All questions or disputes regarding eligibility for the Promotion, the availability of rewards or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion. By participating, Participants agree that all decisions made by Sponsor or its designated agents regarding the Promotion, rewards or Participant's eligibility are final.

4. Neither Sponsor nor Administrator are responsible for any incorrect or inaccurate information supplied by Participants for the Promotion.

5. Participants are responsible for the payment of all taxes which may result from participation in the Promotion.

6. Participants are responsible for maintaining updated contact information with CareCredit.

7. The Promotion is subject to all applicable laws and regulations.

8. The Sponsor is not responsible for lost, late, stolen, misdirected or illegible mail or email.

9. Participant may not redeem Points when account or Reward Promotion participation is closed or not in good standing. If he/she brings Account to good standing prior to the conclusion of the Promotion, he/she can redeem earned Points.

#### **G. Limitation of Liability**

1. Administrator, Sponsor, and their respective parent companies, affiliates, subsidiaries, and promotional and advertising agencies are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Promotion materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Promotion information due to technical problems or traffic congestion on the internet, at any website or any combination thereof. In the event that online access is temporarily corrupted and suspended, notice of such will be provided at the Website until such time that the Promotion, as originally intended, may be resumed, as determined by Sponsor in its sole discretion.

2. By participating in the Promotion, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Administrator, Sponsor and their respective parent companies, subsidiaries, affiliates, agents, promotion and advertising agencies, franchisees, Gift Card merchants, and each of their respective officers, directors, employees, shareholders, and successors, assigns, and service providers from and against any claims, liabilities, damages or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Promotion, or for any harm or injury caused by any third party. Each Participant also agrees to hold the CareCredit and Sponsor harmless if a provider or retailer of available Gift Card files for bankruptcy, or otherwise goes out of business or fails to perform, after you have redeemed Points.

3. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ADMINISTRATOR, SPONSOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, FRANCHISEES, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE PROMOTION OR ANY PURCHASED OR REDEEMED ITEM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF ADMINISTRATOR IMPROPERLY DENIES A PARTICIPANT ANY REDEEMED ITEM, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF ITEM. BY PARTICIPATING IN THE PROMOTION, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

4. As a condition of participating in the Promotion, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any item purchased therein shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participant's rights and obligations, or the rights and obligations of Administrator or Sponsor in connection with the Promotion, 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 State of Michigan.

5. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.