

SYNCHRONY ECOMMERCE SOLUTIONS NO MERCHANT FEE PROMOTION OFFICIAL RULES

1. **CONTEST PERIOD:** The Synchrony eCommerce Solutions No Merchant Fee Promotion ("Contest") begins on September 2, 2025 at 12:01 AM EST and ends on October 1, 2025 at 11:59 PM EST ("Contest Period").
2. **ELIGIBILITY:** The Contest is open to merchants who: (1) run their websites on Adobe Commerce, Magento, BigCommerce, WooCommerce or Shopify; (2) have total annual revenue less than \$500,000,000; and (3) are not currently enrolled as a merchant in any Synchrony financing program, including Synchrony's eCommerce Solutions and who are legal residents of the 50 United States, the District of Columbia and its Territories and 18 years of age or older ("Eligible Entrants" or "Participants"). Merchants who are entities rather than individuals must be entities formed in one of the 50 United States, the District of Columbia, or Territories. Employees of Synchrony Bank, and each of their respective subsidiaries and affiliated companies; and other individuals or entities involved in the administration, development, fulfillment and execution of this Contest are not eligible. This Contest is void wherever prohibited, and is subject to all federal, state and local laws.
3. **HOW TO ENTER THE CONTEST:** Eligible Entrants must submit a completed application with all required information to participate in Synchrony's eCommerce Solutions Growth Plan during the Contest Period (a "Completed Application"), and the Completed Application must be approved by Synchrony through Synchrony's standard underwriting procedures.
4. **WINNING, ODDS AND WINNER NOTIFICATION:** The first five hundred (500) Eligible Entrants whose Completed Application is submitted during the Contest Period and approved will be the winner of the Prize specified below. Approximate odds of winning are dependent upon the total number of Eligible Entrants involved in the Contest. Contest will be conducted and administered by Sponsor, whose decisions are final on all matters relating to this Contest.
5. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

Prize: 0.0% Merchant Discount Rate on the winning Eligible Merchant's first \$50,000 in sales completed through the eCommerce Solutions platform or until December, 31, 2025, whichever comes first. ARV: up to \$2,750.

Total ARV of all prizes is up to \$1,375,000.

The standard Merchant Discount Rate for the Growth Plan is 5.5%.

All federal, state and/or local tax liabilities, and all other costs and expenses associated with prize not herein specified as awarded, are the responsibility of the winners. Prizes are non-transferable and no substitutions are permitted, except by Sponsor, who reserves the right, in its sole discretion, to substitute a prize (or portion of prize) of equal or greater value, if prize, or portion of prize, becomes unavailable. No cash redemption of prizes, except at Sponsor's sole discretion. Timing for prize awards will be based on each individual prize won and will be communicated in the winner notification documents that each winner will receive prior to prize award.

6. **GENERAL RULES:** Participants agree to be bound by these Official Rules and the decisions of the Sponsor. Acceptance of prize constitutes permission for the Sponsor to use winner's name and/or likeness for internal purposes without further compensation, for a winners list, unless prohibited by

law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Entries become the property of the Sponsor. The Sponsor and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the processing of the Entries or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest. If for any reason the Contest is not capable of running as planned, including due to bugs, tampering, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest and determine the applicable winners prior to such cancellation. Sponsor is not responsible for typographical or other error in printing of the offer or administration of the Contest or announcement of the prizes.

7. **RELEASE:** Participants release, defend, discharge, indemnify and hold harmless Sponsor, and their parent, affiliates, subsidiaries, legal advisors, advertising and promotional agencies, and their respective officers, directors, employees, agents and representatives and all others associated with the development and execution of this Contest (collectively, the “Released Parties”) from any and all losses, costs, damages, injuries, claims, liabilities, and actions of any kind in connection with or participation in the Contest or resulting from acceptance, possession, or use of any prize, including, without limitation, personal injuries, death or property damage, claims 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 Contest activity and/or Prize. Eligible 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 Contest; 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 Contest or which may occur in the printing, the offering or announcing of prizes, administration of the Contest or the processing of entries of any kind relating to or in connection with this Contest.

Each Eligible Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability, to the maximum extent permitted by law, resulting or arising from any Contest 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 Contest, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of a Contest.

Eligible 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. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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 CONTEST. IN ADDITION, SPONSOR RESERVES THE RIGHT TO PERMANENTLY DISQUALIFY ANY PERSON IT BELIEVES HAS INTENTIONALLY VIOLATED THESE OFFICIAL RULES.**

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.

9. **LIMITATION OF LIABILITY/GOVERNING LAW:** EACH 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 CONTEST 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, 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 FOR 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.
10. **DISPUTE RESOLUTION AND NO CLASS RELIEF.** Any claim, cause of action or proceeding arising out of or relating to any Contest 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 Contest, 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.

11. **SEVERABILITY:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.
12. **WINNERS LIST:** For names of the winners, send an email to support@synchronyecommercesolutions.zendesk.com.
13. **SPONSOR:** Synchrony Bank, 170 West Election Road, Suite 125, Draper, UT 84020.

Visit <https://www.synchrony.com/business/ecommerce-solutions> to apply.