Embrace Home Loans "Hero's Ride Home" 2022 Sweepstakes Official Rules

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

THIS SWEEPSTAKES IS OPEN ONLY IN THE UNITED STATES AND WILL BE GOVERNED BY U.S. LAW.
OPEN TO VETERANS WHO ARE LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING NEW YORK)
WHO ARE AT LEAST 18 YEARS OLD AND OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE (I.E
19 YEARS OLD IN ALABAMA AND NEBRASKA; 21 YEARS OLD IN MISSISSIPPI) AT THE TIME OF ENTRY.
DO NOT ENTER IF YOU ARE NOT ELIGIBLE.

VOID WHERE PROHIBITED BY LAW

The Embrace Home Loans "Hero's Ride Home" 2022 Sweepstakes ("Sweepstakes") is sponsored by Embrace Home Loans, Inc. ("Sponsor"), 25 Enterprise Center Middletown, 02842.

- 1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00 Eastern Time ("ET") on March 28, 2022 and ends at 11:59:59 ET on May 30, 2022.
- 2. ELIGIBILITY: The Sweepstakes is open to (a) Veterans who are serving in the United States or overseas, or have served in the active duty, National Guard or Reserve components of the Army, Navy, Marine Corps, Air Force, or Coast Guard and, if discharged or released, have an honorable discharge, and the surviving spouse of a Veteran or the spouse of a Veteran who's missing in action or being held as a prisoner; (b) are legal residents of the United States (EXCLUDING NEW YORK); (c) are at least eighteen (18) years old at the time of entry and of the age of majority in their state of residence (i.e. 19 years old in Alabama and Nebraska, 21 years old in Mississippi) ("Entrant"). Employees of Sponsor, Pro Sport Management, 23XI Racing LLC, The National Association for Stock Car Racing LLC ("NASCAR") (collectively "Sweepstakes Entities"), and each of their subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, "Sweepstakes Employees"), and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to this Sweepstakes. For purposes of the Sweepstakes, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or the Potential Winners may be required to provide proof of identification and eligibility as requested by Sponsor.

3. **SWEEPSTAKES OVERVIEW:** To participate in the Sweepstakes an Entrant must follow the steps in Section 4 and as outlined at www.ehlracing.com/vasweepstakes ("Website") to register. The Sweepstakes includes one (1) Grand Prize drawing for USD \$25,000, and six (6) Weekly Prizes(s) consisting of NASCAR-related memorabilia or other merchandise each between USD \$50-\$200 in value (collectively, seven (7) "Prizes"). By registering for the Sweepstakes, Entrants will receive one (1) entry into the Grand Prize drawing, and one (1) entry into each Weekly Prize drawing,

- provided Entrants have not previously won a Weekly Prize. Once determined in accordance with Section 5, Potential Winners will be announced on the Website and Sponsor's social media accounts (first name, last initial, city and state of residence). ALL WINNERS ARE DEEMED POTENTIAL WINNERS AND ARE SUBJECT TO VERIFICATION OF ELIGIBILITY.
- 4. HOW TO ENTER: During the Sweepstakes Period an Entrant must visit the Website and register by submitting the information requested on the registration form, which may include, without limitation: their first and last name (initials are not permitted), email address, mailing address, ZIP Code, telephone number, date of birth, and confirmation that they have read and agrees to be bound by these Official Rules. Upon submission of the registration information, the Entrant must then follow the on-screen instructions and click "SUBMIT". Limit: An Entrant may only register for the Sweepstakes once. If more than one (1) registration is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. If it is found or suspected that an Entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that Entrant, in Sponsor's sole discretion, may not be eligible to win a Prize. Automated methods to participate in this Sweepstakes are prohibited and will result in disqualification. IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT PARTICIPATES IN THIS SWEEPSTAKES ON THEIR MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. A MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES. Normal Internet access and usage charges imposed by an Entrant's internet service provider may apply.

5. **RANDOM DRAWINGS**:

- a. **Grand Prize:** On or about June 1, 2022, the Sponsor will randomly select one (1) potential Prize Winner for the Grand Prize from among all Entrants who completed the registration during the Sweepstakes Period.
- b. **Weekly Prizes:** Beginning April 8, 2022, and concluding at the end of the Sweepstakes Period, Sponsor will randomly select one (1) Weekly Prize Potential Winner per seven-day period, from among all Entrants. Any Entrant who is a winner or Potential Winner of a Weekly Prize is ineligible for future Weekly Prize(s) but remains eligible for the Grand Prize.

6. PRIZES AND ODDS OF WINNING:

- A. **Grand Prize (1):** The Grand Prize is USD \$25,000. The Grand Prize will be presented to the Winner by Kurt Busch ("Driver"). Grand Prize includes, if travel is required, airfare and overnight accommodations night for Winner and one guest of Winner's choosing (subject to Sponsor's reasonable approval as outlined herein). Time and place to be coordinated after confirmation of Potential Winner depending on Winner's location and Driver's availability. The Grand Prize will be made payable to the Winner via Winner's choice of a check or direct deposit into an eligible bank account. One (1) Grand Prize will be available in the Sweepstakes.
- B. Weekly Prizes (8): In addition to the Grand Prize, eight (8) Weekly Prizes will be presented. Weekly Prizes will include NASCAR-related memorabilia or other merchandise selected by Sponsor with an estimated value of between USD \$50 and \$250.

- C. **Odds of Winning:** The odds of winning either Grand Prize or Weekly Prize depend on the number of eligible Entrants who register during the Sweepstakes Period.
- D. General Conditions on Prizes: Sponsor reserves the right to substitute a Prize of equal value at its sole discretion. In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Each Winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. All other costs and expenses not expressly set forth herein shall be solely the Winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. If after a good faith attempt the Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded.
- 7. HOW TO CLAIM A PRIZE: Potential Winners are subject to verification of eligibility and compliance with these Official Rules. Potential Prize Winners will be notified by telephone and e-mail on or about the same day as the Prize Drawing. Potential Winner notifications will include instructions on how to claim a Prize and all Potential Winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents (collectively, the "Affidavit"). Potential Weekly Prize Winners must return the Affidavit within twenty-four (24) hours from the time of attempted notification, and potential Grand Prize Winners must return the Affidavit within eight (8) calendar days from the date of attempted notification, or the Prize may be forfeited in its entirety and awarded to an alternate Winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and signed documents within the stated time period may result in forfeiture of Winner's right to claim a Prize and may result in the Prize being awarded to an alternate Winner, if time permits. Each Potential Winner may be subject to a background check before the Prize is awarded. Sponsor reserves the right to disqualify the Potential Winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor. As a condition of accepting their Prize, Winners may be required to participate in reasonable press or other public relations activities as requested by Sponsor. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim a Prize, and may result in the Prize being awarded to an alternate winner, if time permits. If a Potential Winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize, the respective Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate Winner, selected in a random drawing from among all remaining eligible Entrants, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, the Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prize will be mailed to the Winners at the physical addresses (P.O. Boxes are not permitted) provided at the time of registration or at the Winner's identified eligible bank account, in the event direct deposit is selected, within 6 to 8 weeks from verification of eligibility and compliance with these Official Rules. Prizes will only be fulfilled to addresses and/or bank accounts within the fifty (50) United States or District of Columbia. Any portion of a Prize not accepted by a Winner will be forfeited. Each Winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for their Prize

won. Sponsor will issue an IRS Form 1099-MISC for each Winner, and each Winner must provide Sponsor with a valid social security number or tax identification number for tax reporting purposes. All other costs and expenses not expressly set forth herein shall be solely each Winner's responsibility. Each Prize will only be awarded to a verified Winner. Sponsor will attempt to notify each Potential Winner as set forth above, but Sponsor is not responsible for any undelivered emails, including without limitation e-mails that are not received because of a Winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any Winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason.

8. LIMITATION OF LIABILITY: By participating in this Sweepstakes, Entrants agree (and agrees to confirm in writing if requested) that the Sweepstakes Entities, Facebook Inc., LinkedIn Corporation, Twitter, Inc., and each of their respective affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable Winner notifications. By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in

- connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more Winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the Winners. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- DISPUTES, GOVERNING LAW AND VENUE: THE SWEEPSTAKES AND ITS OFFICIAL RULES ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF RHODE ISLAND, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN RHODE ISLAND. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN RHODE ISLAND. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF MIDDLETOWN. EACH ENTRANT AGREES THAT THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER (AND HERBY WAIVES THE ALL RIGHTS TO CLAIM) PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR ANY PRIZE AWARD SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. 10. PUBLICITY: EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR AND ADMINISTRATOR (WHICH WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THOSE ACTING PURSUANT TO THEIR AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, ENTRY, FOOTAGE (IF APPLICABLE) AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.
- 10. **PRIVACY:** By entering this Sweepstakes, Entrant acknowledges their understanding that they are providing information to the Sponsor. Information submitted to Sponsor by any Entrant is subject to Sponsor's Privacy Policy located at [website]. To opt out of receiving future communication,

- visit [website]. If you are selected as a Winner, your information will be included in a publicly available Winners' list.
- 11. **REPRESENTATIONS AND WARRANTIES:** By entering this Sweepstakes, Entrant represents and warrants that: (i) any information supplied by Entrant (including personally identifiable information) is accurate; (ii) Entrant has the right to provide such information to Sponsor and to grant the consents to use such information as provided herein; (iii) use of such information by Entrant or by Sponsor in the Sweepstakes, as described in these Official Rules or for other promotional purposes will not violate the rights of Entrant or any third party; (iv) that Entrant is at least eighteen (18) years of age or older and of the age of majority in Entrant's state of residence, as defined in Section 2; (v) that Entrant meets eligibility criteria in Section 2 of these Official Rules; and (vi) Entrant is able to (if requested by Sponsor) provide a Department of Veterans Affairs loan programs Certificate of Eligibility prior to confirmation as a Winner as described at www.va.gov/housing-assistance/home-loans/eligibility.
- 12. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor reserves the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike, disruptive, and/or dishonest manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, that person's entry will be declared null, and void and that person will not be awarded any Prize that they might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or Potential Winners may be required to provide proof of identification and eligibility as required by the Sponsor. In the event of a dispute as to the identity of a Winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each Entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to

enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional marketing, and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

13. **WINNERS LIST**: For a list of Winners, interested individuals should mail a self-addressed stamped business envelope to:

Embrace Home Loans, Inc.
Marketing Department, Attn Joe Smith
25 Enterprise Ct.
Middletown, Rhode Island 02842

Winner List requests must be received no later than September 1, 2022. This Sweepstakes is in no way offered, sponsored, endorsed or administered by, or associated with Facebook Inc. LinkedIn Corporation, or Twitter, Inc. Embrace Home Loans, Inc. shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein. Copyright ©2022 Embrace Home Loans, Inc., and other trademarks and/or logos used herein are trademarks/logos of Embrace Home Loans in the United States and/or other countries. All rights reserved.

Customer Service inquiries may be made by email to <u>info@embracehomeloans.com</u> or by calling 800.333.3004.