

FIFTH THIRD BANK
5/3 BABIES SWEEPSTAKES
OFFICIAL RULES

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

WINNER MAY BE REQUIRED TO EXECUTE A PRIZE ACCEPTANCE RELEASE AS MORE FULLY DETAILED BELOW. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED BY BINDING ARBITRATION.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE "OFFICIAL RULES." ENTERING THE SWEEPSTAKES CREATES A CONTRACT BETWEEN YOU AND FIFTH THIRD BANK, NATIONAL ASSOCIATION, SO READ THESE OFFICIAL RULES CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

HOW TO ENTER

The **Fifth Third Bank 5/3 Babies Sweepstakes** (the "Sweepstakes") begins at **12:00 AM EST** on **May 10, 2023**, and all entries must be received no later than **11:59 PM EST** on **May 29, 2023** (the "Sweepstakes Period"). To enter the Sweepstakes, during the Sweepstakes Period, log onto your Facebook, Instagram or TikTok account (or create a free account if you do not already have one) and either leave a comment or tag a friend, using the @ symbol and your friend's handle/username, on the 5/3 Babies Sweepstakes Post. You must also follow @FifthThirdBank on the same platform where you liked or tagged a friend on the 5/3 Babies Sweepstakes Post (an "Entry"). All Entry comments and tags must be public in order for an entry to be eligible.

For purposes of this Sweepstakes, the "5/3 Babies Sweepstakes Post" is the Facebook, Instagram or TikTok post made by @FifthThirdBank on Facebook, Instagram and TikTok, respectively, with reference to this Sweepstakes.

As an alternate method of entry, during the Sweepstakes Period, mail, with postage prepaid, a 3 inch by 5 inch card with your name, address, email address, and phone number to: 5/3 Babies Sweepstakes Entry, Fifth Third Bank, 38 Fountain Square Plaza, MD 1090K1, Cincinnati, OH 45263 (a "Mail-In Entry"). A Mail-In Entry must be postmarked and received by Sponsor no later than the end of the Sweepstakes Period to constitute an "Entry." Sponsor shall not be liable for postal service delays.

Sponsor shall have no obligation to notify a potential entrant of an incomplete entry.

The time stamp on the Entry shall serve as the official timestamp for this Sweepstakes, provided that the Entry is public at the time of publication.

Entrants must be in compliance with Facebook Terms and Conditions, Instagram Terms and Conditions, and TikTok Terms and Conditions, as applicable, which can be found at m.facebook.com/legal/terms, help.instagram.com and tiktok.com/legal/page/us/terms-of-service/en, respectively. Entrants acknowledge that the Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Meta Platforms, Instagram, or TikTok.

By submitting an Entry to the Sweepstakes, all entrants are affirming their agreement to the Official Rules. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor will be disqualified. All Entries that are in excess of the stated limits, late, incomplete, made outside of the Sweepstakes Period, or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Sponsor reserves the right to void all Entries made through any robotic, automatic, mechanically programmed or similar entry duplication method and to disqualify any individual using such a method.

Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries. Assurance of delivery of Entries is the sole responsibility of the entrant. Sponsor reserves the right to permanently disqualify from this Sweepstakes any person it believes has violated these Official Rules.

Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries. Assurance of delivery of Entries is the sole responsibility of the entrant. All Entries become the physical property of Sponsor and will not be returned. Sponsor reserves the right to permanently disqualify from this Sweepstakes any person it believes has violated these Official Rules.

WHO MAY ENTER

Entrants must be U.S. residents at least eighteen (18) years old as of the Entry date. The Sweepstakes is only open to residents of the States of Michigan, Illinois, Indiana, Ohio, West Virginia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, and Florida. Employees of Sponsor and its parent, divisions, affiliates, subsidiaries, advertising agencies or promotional partners associated with this Sweepstakes, and relatives of and those living in the same household of such employees (whether legally related or not) are not eligible to enter or win a prize. For the purpose of this Sweepstakes, relatives are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Void where prohibited.

By participating in the Sweepstakes, each entrant represents and warrants that he or she meets these eligibility requirements and has read, accepts and will comply with these Official Rules and each entrant acknowledges that any violation thereof may disqualify entrant from the Sweepstakes.

LIMIT

Only one (1) Entry per person will be accepted.

Multiple entrants are not permitted to share the same Facebook, Instagram or TikTok accounts. 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 email address 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 for the domain associated with the submitted address. The Winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the Entry will be deemed ineligible.

SELECTION OF WINNER(S)

Five (5) winners will be randomly selected from all Entries (each, a "Winner"). Winner will be notified by direct message on the same platform where Winner made his or her Entry within five (5) business days

following the close of the Sweepstakes Period. Notification is deemed to have occurred immediately upon sending of the direct message.

Winner may, in Sponsor's sole discretion, be required to execute an affidavit of eligibility/release of liability/prize acceptance agreement (the "Prize Acceptance Release") and return the Prize Acceptance Release before being eligible to receive his or her Prize. If the Winner fails or refuses to sign and return such Prize Acceptance Release within ten (10) days of the first (1st) notification attempt or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Winner, such Winner (in Sponsor's sole discretion) may be disqualified and an alternate may (in Sponsor's sole discretion) be selected. If any Winner is found to be ineligible, or if he or she has not complied with these Official Rules, he or she may be disqualified in Sponsor's sole discretion, and an alternate Winner may then, in Sponsor's sole discretion, be selected from the remaining Entries.

ODDS

Odds of winning a Prize will depend upon the total number of Entries received during the Sweepstakes Period.

PRIZE(S)

Sponsor will award one (1) "Gift of College" 529 college savings plan digital gift card, with a prize value of \$1,053, to each of the five (5) randomly selected Winners ("Prize"). The Prize will be provided to Winner via email, after Winner completes all required paperwork and forms.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. Prize details and availability are subject to change, and in the event that Sponsor is unable to provide the Winners with the Prizes, the Sponsor may elect, at the Sponsor's sole and absolute discretion, to provide Winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prizing may be fulfilled by a third party.

Winners will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prize they receive. The total approximate retail value ("ARV") is listed above and the value of any Prize awarded to a Winner may be reported for tax purposes as required by law. The Winners must provide Sponsor with a valid social security number before the Prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner, or if a minor in the jurisdiction in which he or she resides, in the name of his or her parent or legal guardian, for the actual value of the Prize(s) received. Unclaimed Prize(s) will be forfeited.

PUBLICITY RELEASE

Subject to applicable law, entrants and Winners irrevocably grant Sponsor and its respective licensees, and each of their successors, assigns and sublicensees the right and permission to use their name, voice, likeness, biographical material, and Entry content for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize to the Winners. Entrants and Winners agree not to issue any publicity concerning Sponsor.

TAMPERING WITH SWEEPSTAKES

Sponsor is not responsible for the actions of entrants or Winners in connection with the Sweepstakes, including entrants' or Winners' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole discretion of Sponsor, may result in immediate disqualification of the entrant or Winner, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes or promotions. **ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING 53.COM/BABIES) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, at its sole and absolute discretion, to disqualify any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Additionally, if, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to terminate the Sweepstakes and conduct a random drawing to award the Prizes using all non-suspect Entries received as of the termination date.

WAIVERS, DISCLAIMERS AND RELEASES

By participating, entrants and Winners agree to be bound by the Official Rules and the decisions of the Sponsor (including, without limitation, regarding qualification of entrants and Winners and interpretation of these Official Rules). By participating in the Sweepstakes, entrants and Winners agree to release, discharge and hold harmless Sponsor and its parent, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize providers and advertising and promotion agencies, and its directors, officers, employees, agents, successors and assigns ("Released Parties"): from and against any and all claims, liabilities, costs, losses, damages or injuries of any kind arising out of or related to entrants' or Winners' participation in the Sweepstakes and/or related to any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize). Without limiting the generality of the foregoing, entrants and Winners agree that Released Parties: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any entity furnishing services, products or accommodations ("Suppliers") as a part of the Prizes provided in connection with the Sweepstakes; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the

wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants and Winners agree that the Released Parties shall have no responsibility or liability for discontinued Prizes; 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 social media platforms or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that Released Parties have 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 that may be sent along with a Prize. Sponsor is not responsible for the actions of entrants or Winners in connection with the Sweepstakes, including entrants' or Winners' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. By participating in this Sweepstakes, entrants and Winners hereby agree to irrevocably release and hold the Released Parties harmless from and against all losses, damages, liabilities, claims, actions, proceedings, or judgments arising out of or relating to entrants' or Winners' Entry or participation in this Sweepstakes or in connection with (including any use or misuse) of any Prizes awarded hereunder. Entrants and Winners 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 and Winners acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."** 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.

SUSPENSION / MODIFICATION / TERMINATION

Sponsor reserves the right, in its sole discretion, to extend the Sweepstakes Period by posting notice on www.53.com/babies. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes. Sponsor additionally reserves the right, in its sole discretion: (1) to modify, suspend or terminate the Sweepstakes should anything corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes (including, without limitation, holding an alternative drawing of entrants Sponsor believes to be eligible that it does not determine should be disqualified); or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Sweepstakes; (b) acting in violation of these Official Rules; or (c) acting in an un-

sportsmanlike manner. Entrants and Winners agree to check www.53.com/babies prior to the end of the Sweepstakes Period for any changes, and to ensure that there is no need to re-enter.

GOVERNING LAW / LIMITATION OF LIABILITY

VOID WHERE PROHIBITED BY LAW. All federal, state and local laws and regulations apply. By participating, entrants and Winners agree to be bound by the Official Rules, the social media website Terms of Use, and the decisions of the Sponsor and Judges which are final and binding in all respects. **The Sweepstakes and these Official Rules shall be construed and governed in accordance with the laws of the State of Ohio.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. 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 the American Arbitration Association in accordance with its arbitration rules and procedures or subsequent versions thereof ("AAA RULES"). The AAA Rules for Selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Ohio. All proceedings brought pursuant to this paragraph will be conducted in Hamilton County, Ohio.

BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AND/OR WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT OR WINNER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT AND WINNER HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' AND WINNERS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT AND WINNER IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

MISCELLANEOUS

The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to

waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

IDENTIFICATION OF SPONSOR

This Sweepstakes is produced and sponsored by **Fifth Third Bank, National Association, 38 Fountain Square Plaza, Attention: Marketing Department, MD 1090K1, Cincinnati, OH 45263**. Reference to third parties in connection with Prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.

LIST OF SWEEPSTAKES WINNER(S)/OFFICIAL RULES REQUESTS

To receive a list of Winner(s), send a stamped self-addressed envelope to: 5/3 Babies Sweepstakes Winners List, Fifth Third Bank, 38 Fountain Square Plaza, MD 1090K1, Cincinnati, OH 45263. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: 5/3 Babies Sweepstakes Official Rules, Fifth Third Bank, 38 Fountain Square Plaza, MD 1090K1, Cincinnati, OH 45263 prior to the end of the Sweepstakes Period. Vermont residents may omit return postage with Official Rules requests.

PRIVACY POLICY AND TERMS OF USE

If you enter the Sweepstakes, Sponsor will have access to your personal information. By entering the Sweepstakes, you accept Sponsor's **Privacy Policy** (www.53.com/privacy-security). In the event of a conflict between the Official Rules and the [53.com/babies](http://www.53.com/babies) Terms of Use, and/or Privacy Policy, these Official Rules will govern. Each entrant further acknowledges that if he or she is chosen as a Winner, certain of his or her identifying information may be disclosed to third parties as required by law, including, without limitation, on a Winners list. In the event of any conflict between the Official Rules and the Prize Acceptance Release, the Prize Acceptance Release will govern.

//END OFFICIAL RULES//

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