

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. <u>A</u> <u>PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.</u>

- 1. **Promotion Period:** Sweepstakes begins at 12:00:01 a.m. Central Time ("CT") on August 1, 2022 and ends 11:59:59 p.m. CT on September 30, 2022 ("Sweepstakes Period").
- 2. <u>Eligibility</u>: This Sweepstakes is open only to individuals who are as of the time and date of entry: (i) legal residents of and physically located in one (1) of the fifty (50) United States (including the District of Columbia), (ii) are Exeter Finance LLC customers with active loans that have not been paid off as of 7/31/22, (iii) have reached the age of majority in the state/jurisdiction in which they reside ("Customers"), and (iv) are not in bankruptcy or have had their loan debt charged off. Employees, officers and directors of Exeter Finance LLC ("Sponsor" or "Exeter"), its parent company, or any of their respective subsidiaries and affiliates, advertising, promotion or production agencies (and their respective IRS dependents, immediate family members and individuals residing in their same household (whether legally related or not) are not eligible to enter the Sweepstakes or win a prize. For the purposes of this Sweepstakes, 'immediate family members' are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and 'individuals residing in the same household' shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Additionally, public officials, including any elected or appointed official, officer, or employee at any level of, or other person acting in an official capacity for any: (i) local, regional, or national government; (ii) agency, department, or instrumentality of a government; (iii) political party or candidates for public office or political party positions; (iv) public international organization; (v) judicial or legislative body, or (vi) regulatory body (and their respective IRS dependents, immediate family members and individuals residing in their same household) are not eligible to participate. To be eligible to receive a prize, the Winner (defined below) must have a valid U.S. tax identification number and meet the eligibility requirements. All entries are subject to verification. All applicable federal, state and local laws apply. Void where prohibited by law. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these "Sweepstakes Rules" and the decisions of Sponsor and Administrator (defined below), including the interpretation of these Sweepstakes Rules and their exercise of discretion, which will be final and binding in all respects.
- 3. How To Enter: There are two ways to enter.
 - A. **Enroll in paperless statements**. You will only receive one (1) entry for enrolling in paperless statements during the Sweepstakes Period regardless of the number of Exeter loan accounts ("Account") you have. If you are not enrolled in paperless statements, you may do so as described below:

Visit <u>www.exeterfinance.com</u> and log into MyAccount with your username and password. If you do not already have MyAccount, follow the on-screen instructions to create one.

(You will not receive an entry for signing up for MyAccount.) After you have logged into MyAccount, follow the on-screen instructions to enroll in paperless statements. You must remain enrolled in paperless statements through the end of the Sweepstakes Period in order to receive an entry into the Sweepstakes. If you are a Customer who enrolled in paperless statements before 12:00:01 a.m. CT on 8/1/22 and remain enrolled in paperless statements through 11:59:59 p.m. CT on 9/30/22, you will receive one (1) entry automatically for enrolling in paperless statements prior to the start of the Sweepstakes Period.

By Mail: To enter via postal mail without signing up for paperless statements, neatly hand-print on a 3" x 5" card your name, address, daytime and evening telephone numbers, and email address. Then, mail your completed entry in a stamped, hand-addressed envelope to: Exeter Fall Sweeps Entry, 2554 Lincoln Blvd., PMB 1062, Venice, CA 90291-5082. Entries must be postmarked by 10/1/22 and received by 10/10/22. Incomplete, illegible, damaged, incorrectly addressed, late, lost, misdirected, and postage-due entries will not be accepted, acknowledged, or returned. You can enter as often as you wish by mail, but each entry must be mailed separately. No copies, automated entries (including, but not limited to, entries made using any script, macro, or sweepstakes service), facsimiles, or mechanical reproductions will be accepted.

Any entry will be declared made by the authorized primary Account holder on the Account (defined as the first individual listed on the Account – "Account Holder"). Proof of submission is not proof of receipt. Entries will not be acknowledged or returned. Entries generated by a script, computer programs, macro, programmed, robotic, or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive, or otherwise not in compliance with the Sweepstakes Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Any attempt to obtain more than the permitted number of entries by using different or multiple email addresses, online Account identities, logins, turning on and off paperless statements, using automatic entry software, or any other method designed to circumvent the foregoing is prohibited and may result in disqualification. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

4. <u>Prize</u>: One (1) \$10,000 cash prize is available to be won in this Sweepstakes. Prize will be awarded in the form of a check. Prize check will be awarded via traceable mail within ten (10) business days of receipt and verification of the Prize Claim Package (as defined below). Prize is non-transferrable. Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with receiving the prize. For tax reporting requirements, as part of the Prize Claim Package, the potential winner will be required to provide a valid tax identification number before the prize will be awarded. An IRS Form 1099 will be issued in the

name of winner for the value of the prize received. Unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Released Parties (defined below) are not responsible for and will not replace a lost or stolen prize, or if the prize is undeliverable or does not reach the winner because of an incorrect or changed address.

- 5. <u>Publicity Release</u>: Subject to applicable law, winner irrevocably grants the Sponsor and Sponsor's licensees, and its and their successors, assigns, and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material 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 winner.
- 6. **<u>Odds</u>**: Odds of winning will depend on the total number of eligible entries received.
- 7. Winner Selection/Notification: There will be one (1) winner selected in this Sweepstakes. The winner ("Winner") will be selected in a random drawing from among all eligible entries. The drawing will be conducted on or about 10/14/2022, by The Barrett Group Inc., Sweepstakes Administrator for Sponsor ("Administrator"). Sponsor and Administrator will have complete discretion over interpretation of the Sweepstakes Rules, of administration of the Sweepstakes, and of selection of the Winner. Decisions of the Sponsor as to the selection of the Winner will be final. The potential Winner will be notified promptly thereafter by email from Sponsor. Account Holders are responsible for keeping their email addresses current and updated. Within five (5) business days of receiving the emailed prize notification, the potential Winner will also receive from the Administrator by mail with tracking number, an Affidavit of Eligibility, Liability and (where permitted by law) Publicity Release and an IRS W-9 Tax Form ("Prize Claim Package") to the primary Account Holder name and address the Sponsor has on file for the Customer. Sponsor is not responsible for lost, late, misdirected, or stolen mail. In order to receive the prize, the potential Winner will be required to fully complete and return the Prize Claim Package according to the instructions provided. If a potential Winner fails to comply with Sponsor's requests for the Prize Claim Package, is found to be ineligible, or cannot or does not comply with these Sweepstakes Rules, he/she may be disqualified and prize may be awarded to an alternate Winner. Failure to respond to any Winner notification within ten (10) business days may result in disqualification and selection of an alternate potential winner. A potential winner who is disgualified for any reason will not be entitled to any form of compensation. A potential winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance, so use of a P.O. Box is discouraged. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. If the potential winner is found to be ineligible, or if he or she has not complied with these Sweepstakes Rules or, declines the prize for any reason prior to award, such potential

winner may be disqualified and an alternate potential winner may be selected. If for any reason more bona fide winners come forward seeking to claim prizes in excess of the number of prizes set forth in these Sweepstakes Rules, the winner, or remaining winner, as the case may be, of the advertised prize may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such a drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

8. Additional Rules: Entry materials/data that have been tampered with or altered are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mobile device, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems, or (iii) any injury or damage to entrant's or any other person's mobile device or computer related to or resulting from participating in the Sweepstakes. The date and time of entry receipt shall be determined by the official clock on the Sponsor's website. Submitted materials become the sole property of Sponsor and will not be acknowledged or returned. If the Sweepstakes is terminated before the end of the Sweepstakes Period, Sponsor will determine the Winner from all eligible entries received as of the termination date. The Released Parties (defined in #9 below) are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Sweepstakes 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 and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes.

ANY ATTEMPT TO DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.

By participating, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Sponsor and Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Sweepstakes Rules may result in disqualification from the Sweepstakes. Sponsor reserves

the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules, and (ii) suspend, modify or terminate the Sweepstakes if Sponsor believes, at its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Sweepstakes.

9. Release of Liability: By participating in the Sweepstakes, entrant agrees to release, discharge, indemnify and hold harmless the Sponsor, Administrator and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) entrants' participation in the Sweepstakes (including travel to/from any Sweepstakes activity); (ii) any acceptance, possession, misuse or use of 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, including those arising from any travel to/from any prize event or activity); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) 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 agree that the Released Parties 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. Entrants 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 website, application 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, viruses, bugs, 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 the 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 the 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 prize supplier that may be sent along with a prize.

- 10. <u>Governing Law</u>: Except as otherwise stated in Section 12 below, these Sweepstakes Rules and all disputes between the parties shall be governed by the internal laws of the state of Texas; without regard to principles of conflicts of laws. *For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs or other damages are mandated by statute.*
- 11. Limitation of Liability: BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR THE PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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 TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.
- 12. INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: Unless prohibited by federal law, you and Exeter Finance, LLC ("we") agree that any and all past, present, or future claims and disputes relating in any way to the Sweepstakes or the parties' dealings with one another ("Claims"), except for Claims concerning the validity, scope or enforceability of this Arbitration Agreement, must be submitted to and resolved by BINDING INDIVIDUAL ARBITRATION. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law. In any claim or dispute to be resolved by arbitration, neither you nor we will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that you or we would have if you or we went to court will not be available or will be more limited in arbitration, including the right to appeal. You and we each understand and agree that by requiring each other to resolve all disputes through individual arbitration, WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator(s) may not consolidate the claims of multiple parties without the written consent of all parties. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. You may obtain information about arbitration, arbitration procedures, and fees from AAA by calling 800-778-7879 or visiting www.adr.org. If AAA is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator the parties both

agree upon in writing, or appointed by a court pursuant to Section 5 of the FAA. The arbitration shall take place in the federal judicial district where you reside, or another location the parties agree to in writing. The arbitrator's decision shall be final and binding. The parties agree that this Arbitration Agreement extends to any other parties involved in any Claims, including without limitation The Barrett Group, Inc. You and we each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other rule for this Sweepstakes, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. If any other portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of the Sweepstakes and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). To the extent not prohibited by any applicable law, any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award.

- 13. <u>Privacy Policy</u>: Any information you submit is subject to Sponsor's privacy policy available at https://www.exeterfinance.com/privacy. Your participation in this Sweepstakes constitutes your consent for Sponsor and Administrator to use your personal information for the purpose of administering the Sweepstakes, awarding the prize and to comply with applicable laws, rules, and regulations. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes Winner list.
- 14. <u>Force Majeure</u>: In the event Sponsor or Administrator is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, 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, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to

disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Sweepstakes Rules; or (iii) acting in an un-sportsmanlike manner.

- 15. <u>Sweepstakes Rules and Name of Winner</u>: For a copy of these Sweepstakes Rules or the name of the Winner, send a self-addressed, stamped envelope to: Exeter Fall Paperless Sweeps Winner and/or Rules, P.O. Box 116, 2130 E. Mariposa Ave., El Segundo, CA 90245. Requests must be received by 1/31/23.
- 16. **Sponsor:** Exeter Finance LLC, 2101 W. John Carpenter Fwy., Irving, TX 75063.
- 17. Administrator: The Barrett Group Inc., 2554 Lincoln Blvd., PMB 683, Venice, CA 90291-5082.
- 18. Miscellaneous: Except as otherwise stated in Section 12 above, the invalidity or unenforceability of any provision of these Sweepstakes Rules or the Prize Claim Package will not affect the validity or enforceability of any other provision. In the event that any provision of the Sweepstakes Rules or the Prize Claim Package 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 except as otherwise stated in Section 12 above. Sponsor's failure to enforce any term of these Sweepstakes Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Sweepstakes 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website and/or the terms and conditions of the Sweepstakes Rules, the Sweepstakes Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

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