#### SEZZLE SPRING BREAK SPIN-TO-WIN 2025 GIVEAWAY RULES

By participating in the Spin-to-Win Giveaway (the "Sweepstakes"), you ("you" or "Entrant" as described below) agree to be bound by these rules (the "Official Rules") and represent that you satisfy all eligibility requirements set forth herein.

AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. WHERE PERMITTED BY APPLICABLE LAW, ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A COURT OF LAW AND/OR CLASS ACTION FORMAT.

# NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

#### 1. Introduction:

The Sweepstakes is sponsored by Sezzle Inc., located at 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402 ("Sezzle" or "Sponsor"). See more about Sezzle at https://sezzle.com/. All applicable federal, state, municipal, and local laws and regulations apply.

#### 2. Agreement to Official Rules:

By entering, you indicate your full and unconditional agreement to (a) these Official Rules, (b) Sezzle's decisions, which are final and binding, and (c) Sezzle's <u>Privacy Policy</u> (located at <u>https://legal.sezzle.com/privacy</u>). Winning a prize is contingent upon fulfilling all requirements set forth herein.

## 3. Timing:

The Sweepstakes begins on February 28, 2025 at 12:00:01 am Eastern Time (ET) and ends on March 14, 2025 at 11:59:59 pm ET (the "Sweepstakes Period"). Sezzle's computer is the official time-keeping device for this Sweepstakes.

## 4. Eligibility:

The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older and have a Sezzle Account (as defined by and subject to the Sezzle <u>User Agreement</u>) at the time of entry (each, an "Entrant"). Void where prohibited or restricted by law. Residents of Puerto Rico are not eligible. Entrants with a Sezzle Account that has (i) delinquent payments, (ii) been deactivated or terminated for any reason, or (iii) suspended or placed on hold for any reason, during or after the Sweepstakes Period, are not eligible. Entrants' proof of residency and age may be required. Employees, officers, directors, members, and representatives of Sezzle and/or its parent companies, subsidiaries, and affiliates, as well as the immediate family members (spouse, parents, siblings, and children and each of their respective spouses, children, and siblings) of each of the foregoing and persons living in the same households of each of the foregoing are ineligible to participate or

win in this Sweepstakes. By participating in this Sweepstakes, each Entrant represents that it satisfies all eligibility requirements set forth herein, and further agrees to abide by these Official Rules and the decisions of Sezzle, which are final and binding in all respects.

# 5. How to Enter:

Each Entrant and/or Sezzle Account is limited to one (1) game per day during the Sweepstakes Period. For purposes of this Sweepstakes, a "day" begins at 12:00:01 am ET and ends at 11:59:59 pm ET. Complete one of the following no later than 11:59:59 pm ET each day for:

i. <u>For the chance to win Spin to Win Prizes</u>: Log into your Sezzle Account and follow the links and instructions to play the "Spin to Win" game. Upon playing, you will be notified if you are a potential winner of a "Spin to Win Prize" and directed with instructions to receive the prize presented. If you receive a message that contains any message other than a winning prize message, you are not a potential winner.

ii. For the chance to win the Grand Prize: An Entrant may enter the Grand Prize drawing by either (a) playing the "Spin to Win" game or (b) by entering online. Each Entrant may only select one method to enter the Grand Prize drawing each day during the Sweepstakes Period.

a. <u>Play Spin to Win</u>: An Entrant will automatically receive one entry to the Grand Prize drawing each time an Entrant plays the 'Spin to Win" game.

<u>\* Earn Bonus Entries for the Grand Prize</u>: An Entrant may receive two (2) entries per day for a maximum of thirty (30) entries to the Grand Prize drawing by logging into their Sezzle Account and adding a bank account as their default payment method for additional payments before the end of the Sweepstakes Period. You can add a payment method in the app here: https://app.sezzle.com/X47g/bnh9j4w0.

# For example:

Entrant #1 has a bank account selected as their default payment method for additional payments at 11:59:59 on March 14, 2025. Entrant #1 plays the Spin to Win game ten times during the Sweepstakes Period. Entrant #1 has twenty (20) entries to the Grand Prize drawing. Entrant #2 has not yet selected a payment method for their default payment method for additional payments at 11:59:59 pm ET on March 14, 2025. Entrant #2 also plays the Spin to Win game ten times during the Sweepstakes Period. Entrant #2 has ten (10) entries to the Grand Prize drawing.

Following the Sweepstakes Period, an Entrant's preferred payment method may be updated or changed at any time via the Entrant's Sezzle Account.

b. <u>Entering Online</u>: Submit the online form at <u>https://forms.gle/4SayLsgexWaT5UCM9</u>, which includes the following information: your name, address, phone number, email address, and date of birth. Subject to the limitations of these Official Rules, you will receive two

(2) entries into the Grand Prize drawing for an online entry during the Sweepstakes Period. An online form may only be submitted one time each day during the Sweepstakes Period for a maximum of thirty (30) entries to the Grand Prize drawing.

All entries become the exclusive property of Sezzle, and Sezzle will not acknowledge or return any entries. Proof of sending or submission of an entry will not be deemed to be proof of receipt by Sezzle. Sezzle is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Entries which are late, lost, stolen, mutilated, invalid, damaged, unreadable, tampered with, unintelligible, incomplete, misdirected, generated by a script, macro or other automated/repetitive electronic means, mechanically reproduced, inaccurate, forged, irregular in any way or otherwise not in compliance with these Official Rules will be disqualified. Entries that contain, in the sole discretion of the Sponsor, any profane, obscene, vulgar, defamatory, libelous or slanderous material will be disqualified.

## 6. Prizes; Terms of Prizes:

525 Spin-to-Win	winners	will receive	e one of the	available	prizes listed	l below	(each, a	"Spin to
Win Prize").								

Prize	Approximate Retail Value ("ARV")	Number Available
\$100 in Sezzle Spend	\$100.00	5
\$20 in Sezzle Spend	\$20.00	30
\$10 in Sezzle Spend	\$10.00	40
\$5 in Sezzle Spend	\$5.00	450

Following the conclusion of the Sweepstakes Period, Sezzle will randomly select one (1) potential winner for USD \$1,000 (the "Grand Prize"). The approximate retail value ("ARV") of this Grand Prize is \$1,000.

All prizes are measured in U.S. dollars. Sezzle Spend is measured in U.S. dollars and subject to certain limitations and restrictions as further described in the Sezzle <u>User Agreement</u>. The total approximate retail value of all prizes is \$4,750.

Prizes are nontransferable and no substitution will be made except as provided herein at the Sezzle's sole discretion. Sezzle reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. The winner is responsible for all taxes and fees associated with prize receipt and/or use.

Any prize details not specified above will be determined by Sezzle in its sole discretion. The values of the prize set forth above represents Sezzle's good faith determination of the approximate retail value thereof—the actual fair market value of the prize may vary based on delivery location and other factors, will be determined in Sezzle's sole and absolute discretion, and will be final and binding and cannot be appealed. Other restrictions may apply and Sezzle, in its sole discretion, will provide these details during the redemption process. A prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sezzle reserves the right to substitute any prize with another prize of equal or greater

value if the prize is not available for any reason. Payment or liability for any and all federal, state, provincial or local taxes is the sole responsibility of the winner. Consult your tax professional with questions regarding potential tax liability.

# 7. Drawing:

There will be 525 random, computer-generated winning times during the Sweepstakes Period, one (1) for each Spin to Win Prize above. <u>Unclaimed/unredeemed prizes will not be awarded</u>. Odds of winning a Spin to Win Prize depend on the date and time of entry, the number of prizes remaining available at the time of entry, and the number of eligible entries received. The number of Spin to Win Prizes will diminish as they are awarded.

After the Sweepstakes Period, Sezzle will randomly select one (1) potential winner for the Grand Prize. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

Before selecting a potential winner, Sezzle reserves the right to first screen the submitted entries for verification of eligibility and compliance with these Official Rules. The decisions of Sezzle are final, binding, and not subject to appeal. All prizes will be fulfilled within 30 days after the end of the Sweepstakes Period.

## 8. Notification and Requirements of Potential Winners:

The potential winner(s) of a Spin to Win Prize will be notified with instructions on how to claim the Spin to Win Prize during the potential winner's online session.

The potential winner of the Grand Prize will be notified individually via email with instructions how to claim the Grand Prize.

If a potential winner does not respond to the notification and comply with the requirements therein within three (3) days of the date and time that Sezzle sent and/or attempted to send the notification, the potential winner will forfeit the Spin to Win Prize or Grand Prize, as applicable. No alternate Entrants will be contacted for a Spin to Win Prize. Only three (3) alternate Entrants will be contacted for the Grand Prize.

Except where prohibited by law, a selected potential winner may be required to sign and return an Affidavit of Eligibility and Liability & Publicity Release ("Affidavit") and where applicable, an IRS W-9 form to Sezzle. The Affidavit will include (among other things): confirmation of the Entrant's compliance with these Official Rules and a release for the Released Parties (as defined below) from any liability in connection with the Sweepstakes or the use, misuse, awarding or possession of any prize. If required by Sezzle, these documents will be sent out to the potential winner by email along with instructions on how to return them to Sezzle. The selected potential U.S. winner may be required to provide their U.S. Social Security Number for tax purposes. Sezzle reserves the right to modify the notification and Affidavit procedures in connection with the selection of any potential winner. A selected potential winner may be disqualified (and may forfeit the Prize) if such selected potential winner (i) is unreachable or does not timely respond to any communication from Sezzle (or its designee) (or if a winner notification is returned as undeliverable), (ii) declines or cannot accept, receive or use the prize for any reason, (iii) fails to sign and return the Affidavit within the required time period, and/or (iv) does not comply with these Official Rules. Sezzle is not responsible for Entrant's failure to receive any communications sent by Sezzle, including prize notifications due to Entrant's span, junk e-mail, or other security settings or for the Entrant's provision of incorrect or otherwise non-functioning contact information.

# 9. General Conditions:

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, including, but not limited to fraud, virus, or other technical problem, Sezzle may, in its sole discretion, either: (a) cancel or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sezzle reserves the right in its sole discretion to disqualify any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, acts in an unsportsmanlike or disruptive manner, or is engaging or has previously engaged in fraud or misuse of Sezzle services. Sezzle reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Sweepstakes. Failure by Sezzle to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the owner of an entry, the authorized account holder of the email account used to enter will be deemed to be the Entrant.

Sezzle is not responsible for technical failures of any kind, including without limitation any problems or delays arising from any technical, software, equipment malfunctions, computer viruses, or congestion, any other technical, equipment, or human errors of any kind with regards to the administration of the Sweepstakes.

Sezzle reserves the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SEZZLE RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

## 10. Release and Limitations of Liability:

By participating in the Sweepstakes, you agree to release and hold harmless Sezzle (including their parents, subsidiaries, and affiliates) and each of their respective officers, directors, employees, agents, successors and assigns (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to:

- (a) unauthorized intervention in the Sweepstakes;
- (b) technical errors related to computers, servers, providers, or telephone, or network lines;

(c) any errors or interruptions that may prevent an Entrant from entering or receiving direct or email messages, including Prize notices due to Entrant's spam, junk-email, or other security settings;

- (d) printing errors;
- (e) lost, late, postage-due, misdirected, or undeliverable mail;

(f) errors in the administration of the Sweepstakes or the processing of entries; or

(g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Sweepstakes or receipt or use of any prize.

You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

#### 11. Disputes:

BINDING AGREEMENT TO ARBITRATE: YOU AND SEZZLE BOTH AGREE TO RESOLVE ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS THAT IN ANY WAY ARISE OUT OF OR RELATE TO THESE OFFICIAL RULES OR FROM ANY SERVICES YOU RECEIVE FROM SEZZLE (OR FROM ANY ADVERTISING FOR ANY SUCH SERVICES), INCLUDING ANY DISPUTES BETWEEN YOU AND OUR EMPLOYEES OR AGENTS ("DISPUTE(S)"), ONLY BY ARBITRATION ON AN INDIVIDUAL BASIS. YOU UNDERSTAND THAT BY AGREEING TO THESE OFFICIAL RULES, ARBITRATION WILL BE THE SOLE AND EXCLUSIVE MEANS OF RESOLVING ANY DISPUTE BETWEEN US. YOU ALSO UNDERSTAND THAT BY AGREEING TO THESE OFFICIAL RULES, YOU AND SEZZLE ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY, AND THAT YOU AND SEZZLE ARE GIVING UP THE RIGHT TO PROCEED WITH ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION.

You and Sezzle both agree that:

a) Notice of Dispute.

If either you or Sezzle intends to arbitrate under these Official Rules, the party seeking arbitration must first notify the other party of the Dispute in writing at least thirty (30) days in advance of initiating the arbitration. Notice to Sezzle should be sent to Sezzle either by mail to Sezzle, Inc. (attn.: Legal), 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402, or email at legal@sezzle.com. Notice to you will be to your email address(es) and street address(es), if any, that Sezzle has in its records at the time the notice is sent. The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve the Dispute within thirty (30) days, either party may then file a claim for arbitration.

b) Arbitration Procedure.

The Federal Arbitration Act applies to these Official Rules. Any and all Disputes will be resolved by arbitration administered by the American Arbitration Association ("AAA"), which will apply the AAA's Consumer Arbitration Rules (excluding any rules or procedures governing or permitting class actions). You can get additional information from the AAA (www.adr.org). These Official Rules govern to the extent they conflict with the AAA's Rules.

#### c) Arbitration Location.

Unless you and Sponsor agree otherwise, the arbitration must take place in the county of your primary residence or Hennepin County, Minnesota.

#### d) Choice of Law.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sezzle in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

e) Arbitration Fees and Expenses.

We will reimburse any filing fee that the AAA charges you for arbitration of the Dispute. If you provide us with signed written notice that you cannot pay the filing fee, we will pay the fee directly to the AAA. If the arbitration proceeds, we will also pay any administrative and arbitrator fees charged later.

f) Severability.

If any part of this agreement to arbitrate is found by a court of competent jurisdiction to be unenforceable, the court will reform the agreement to the extent necessary to cure the unenforceable part(s), and the parties will arbitrate their Dispute(s) without reference to or reliance upon the unenforceable part(s). However, if for any reason the Class Action Waiver set forth below cannot be enforced as to some or all of the Dispute, then the agreement to arbitrate will not apply to that Dispute or portion thereof, but the remainder of the agreement to arbitrate will be binding and enforceable. The parties do not agree to class arbitration or to the arbitration of any claims brought on behalf of others.

CLASS ACTION WAIVER. THESE OFFICIAL RULES DO NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THESE OFFICIAL RULES, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE THE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. ARBITRATION OR COURT PROCEEDINGS HELD UNDER THESE OFFICIAL RULES CANNOT BE BROUGHT, MAINTAINED OR RESOLVED ON BEHALF OF OR BY A CLASS, AS A PRIVATE ATTORNEY-GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY. IN ADDITION, INDIVIDUAL PROCEEDINGS CANNOT BE COMBINED WITHOUT THE CONSENT OF ALL OF THE PARTIES. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH WILL BE DECIDED BY A COURT AND NOT THE ARBITRATOR. JURY TRIAL WAIVER. IF, FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND SPONSOR AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND SPONSOR UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN ANY WAY ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

# 12. Publicity:

Except where prohibited by law, by accepting a Spin to Win Prize or Grand Prize, the winner agrees and acknowledges that Sezzle, and their designees may, without any limitation or further compensation, use his or her name, voice, biographical data and/or likeness in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for any commercial purpose including, but not limited to, advertising and promoting the Sweepstakes or any other promotion, contest or sweepstakes that Sezzle sponsors.

## 13. Privacy

Personal information collected from Entrants, which includes, but may not be limited to, name, address, telephone number, and email address, will be collected by Sezzle for the purposes of administering the Sweepstakes, fulfilling the Prize, and for other purposes, including Sezzle's use of such personal information for marketing purposes. Sezzle may share or sell the Entrant's Personal Information to affiliates, marketing partners, or third parties for marketing purposes. Sezzle's collection and use of such personal information is subject to Sezzle's <u>Privacy Policy</u>, which can be found at <u>https://legal.sezzle.com/privacy</u>.

## 14. Official Rules and/or Winner's List:

For a copy of these Official Rules, and/or the names of all Prize winners (available for thirty (30) days following the Sweepstakes Period), send a self-addressed, stamped envelope (Vermont residents need not affix return postage) to: Sezzle (attn.: Marketing), at 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402.

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