

flyp sweepstakes terms of use

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REWARDS WHEEL SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Rewards Wheel Sweepstakes (the "Sweepstakes") consists of opportunities to win prizes based on the spinning of a virtual Prize Rewards Wheel within the Flyp mobile application (the "App"). Prizes are displayed on the Rewards Wheel and further described within these Official Rules. Prizes consist of Cash Back and FlypCoins. The Flyp Store is the location within the Flyp application where the FlypCoins prizes can be redeemed.

WHO CAN ENTER?

The Sweepstakes is open to individuals who are: (i) legal residents of the 50 US states (including D.C.); (ii) at least 18 years old and the age of majority in their jurisdiction of residence at the time of entry; (iii) physically located in the United States at the time of entry; and (iv) otherwise eligible under any

applicable law, guidance, or regulation to enter or receive winnings, including but not limited to the United States' Patriot Act of 2001.

AGREEMENT TO OFFICIAL RULES

By entering these Sweepstakes, you ("You") agree to be bound by these Official Rules and the decisions of Flyp, which are final and binding regarding all matters related to the Sweepstakes. By participating, You release, discharge and hold harmless Flyp from any claims, losses, or damages arising out of Your participation in the Sweepstakes and, if declared a Winner, the acceptance or use, misuse or possession of any prize, as further detailed below.

PROMOTION PERIOD

The Sweepstakes begins and ends at the times set forth below. For purposes of the Sweepstakes, Eastern Time on any day shall mean the applicable local time in New York, New York on that day. Flyp's computer system is the official timekeeping device with respect to all matters relating to the Sweepstakes.

Start Time: **February 14, 2022**

End Time: **December 31, 2022**

THERE ARE TWO WAYS TO ENTER

1. **Use of Flyp Card.** Flyp Card holders may make a Qualifying Purchase (as defined in the Terms of Rewards – Flyp Card Addendum) using your Flyp Prepaid Debit Card (the "Flyp Card") during the Sweepstakes Period. Qualifying Purchases exclude those categories of purchases maintained in our list of exclusions in *Unauthorized Card Activity* found in the Card Agreement Terms of Use and within this document. (see *Unauthorized Card Activity*) Shortly after authorization of your Qualifying Purchase, You will receive a notification (if notifications are elected within settings) on Your smartphone of a chance to spin the Rewards Wheel. If notifications are not selected, the wheel spin will be identified in the Flyp App on the Rewards Center. The opportunity to spin the Rewards Wheel will expire five days from the date and time of the Qualifying Purchase, as determined by Flyp. Locate the Rewards Wheel by either by clicking the smartphone notification generated by the App, opening the Flyp App and navigating to the Rewards Center, or selecting the Qualifying Purchase in the App, review and accept these Official Rules by clicking the link displayed or visiting these Terms of Rewards Wheel Sweepstakes, and tap the Rewards Wheel to spin for your chance to win a prize (as described below).
2. **Alternative Method of Entry.** Alternatively, you may enter by completing a qualifying purchase (see *Qualified Card Purchases*) during the Sweepstakes Period and mailing to Flyp an envelope containing receipt of the qualifying purchase and a 3x5 card with your name, address, mobile telephone/text number, and email address, clearly printed, where you can be reached. Entries should be mailed via U.S.P.S. with the proper postage to: Flyp Financial, Inc., 15105 John J. Delaney Dr., Suite D199, Charlotte, NC 28277. Flyp is not responsible for mishandled mail.

Qualifying Purchases exclude those categories of purchases maintained in our list of exclusions in *Unauthorized Card Activity* found in the Card Agreement Terms of Use. By submitting your entry, You give Flyp permission to contact you through email, text, phone and/or address regarding only your entry in the sweepstakes. Upon receipt Flyp will spin the Rewards Wheel on your behalf and email the results to the contact information given. If you do not receive an email and expect that enough time has passed for US Postal Service delivery and mail processing time, and you have reviewed your Junk or other alternative email folders, then please reach out to us via www.flypMoney.com/contact-us and we will work to locate your submission.

QUALIFIED CARD PURCHASES

You may use your Card to purchase or lease goods or services anywhere Visa® debit cards are accepted. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier.

If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred.

Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase.

Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

UNAUTHORIZED CARD ACTIVITY

Your Card is intended for personal use, and we may cancel your Card if we determine that it is being used for business purposes.

You may not use your Card for any online gambling, escort services, or any illegal transaction. You specifically agree that you will not use your Card at unlawful domestic or international gambling web sites, or at payment processors supporting unlawful gambling web sites, or to purchase illegal goods or services.

We reserve the right to request to Sutton Bank, the issuer of the card, block, suspend, or cancel your Card if, or block any Card transaction, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement. If we suspect your Card is being used for any unauthorized or unlawful purposes, you agree that Sutton Bank may immediately revoke your Card and close your Account. Sutton Bank may also suspend your Card temporarily in the event we detect unusual or suspicious activity.

You agree that if we, and/or Sutton Bank, choose to exercise any of these rights, we will incur no liability to you.

Only one Wheel Spin per Qualifying Purchase. Participants may not use the same Qualifying Purchase for entry via use of their Flyp Card and through the Alternative Method of Entry.

Flyp will adhere to the Flyp Privacy Policy in respect to all information received as part of the Rewards Wheel Sweepstakes.

MESSAGE AND DATA RATES MAY APPLY to the use of a mobile device to participate in the Sweepstakes. Consult Your wireless carrier's pricing policies prior to participating in the Sweepstakes. Internet access is not available on all mobile devices or available or free to use in all locations.

The use of any robot, computer program, sweepstakes entry service or similar entry method is prohibited and will void Your entry(ies) and You may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of the individual entering the Sweepstakes during the Promotion Period, the authorized subscriber of the email account associated with the Flyp account from which the entry was received will be deemed to be the entrant and must comply with these Official Rules. Authorized subscriber means the natural person who is assigned the email address by the relevant Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the email address.

WINNER SELECTION AND VERIFICATION

During the Promotion Period, You have the chance to win a prize by spinning the virtual Rewards Wheel. The odds of winning a given prize are posted below. An entrant is not considered the actual winner (the "Winner") of a prize, even if notified by the App or otherwise of their selection as a potential winner, unless and until the entrant receives an email or in-App notification from Flyp indicating that the entrant's eligibility, that the prize won has been verified, and that the prize has been credited to the potential winner's account.

Alternative Method Entrants are not considered the actual winner ("The Winner") of a prize, even if notified by email or text, or otherwise of their selection as a potential winner, unless and until the entrant's eligibility is verified and the entrant is eligible within Federal and State Regulations including, but not limited to, the U.S.A. PATRIOT Act of 2001.

Winning is conditioned on You complying with all Official Rules and any instructions in the prize notification, including completing and returning any affidavit of eligibility and/or release of liability/publicity.

PRIZES AND ODDS

The following prizes will be available on the Rewards Wheel and with the stated odds of winning during the Promotion Period as set forth below. All prizes in the Sweepstakes are awarded as either cashback into Your Flyp digital wallet, or FlypCoins which will be kept in your Flyp account.

A social media share of the winning spin on the Rewards Wheel will earn the customer a 10% additional amount to their winning total. This 10% bonus amount is applied to Cashback up to the Max Cash back amounts listed in the chart above where no winnings will be rewarded over the Max Cashback level listed. FlypCoin 10% bonus will be rounded up to the next whole number.

Each prize will be fulfilled via a credit of Rewards, in the amount of the prize announced, to the Winner's Flyp account. The date of award will be the date on which Flyp deposits either cash or FlypCoins in the Winner's account, after Flyp determines it has completed all required Winner verification for the prize awarded.

All calculations and determinations shall be performed by Flyp at its sole discretion.

You must maintain Your Flyp account until the award of such a prize for which You are finally determined to be the winner.

Reward level	Odds
100%	0.02%
75%	0.03%
50%	0.04%
30%	0.05%
20%	0.10%
10%	0.20%
5%	0.40%
3%	0.65%
1%	5.00%
3x purchase amt. in flypCoins	25.00%
2x purchase amt. in flypCoins	34.00%
1x purchase amt. in flypCoins	34.51%
	100.00%
Odds of winning cashback	6.49%
1:	15
Odds of winning 100%, 1:	5000

CASHBACK FOR CUSTOMERS

Cashback prizes won on the Rewards Wheel are visible on the Flyp application and are accumulated throughout the month. The total cashback winnings are credited to the winners account at the close of each month. Typically, no later than 10-business days after the end of the previous month. The cash is deposited to the winner's account automatically by Flyp and the customer can see their winnings within that same business day.

FLYPCOINS FOR CUSTOMERS

FlypCoins won on the Rewards Wheel are deposited to the Customer's account upon being notified as the winner. FlypCoins accumulate and do not expire. FlypCoins can be used within the Flyp Store on the

Flyp application to purchase gift cards, Flyp branded items, and Flyp Tix for weekly the “Flyp Tix Sweepstakes.” See *Flyp Tix Sweepstakes Official Rules* later in this document.

Once a selection has been made the customer will answer questions provided and submit their request. Flyp will debit the Rewards for the customer in the amount equal to the purchase price and ensure delivery of the item either in electronic form or in physical form as required. Flyp will send the physical product to address requested and is not responsible for lost or misdirected mail.

Flyp reserves the right to alter the products within the Flyp Store as needed to ensure prize options are available.

ALTERNATIVE METHOD ENTRIES

For Alternative Method Entrants, Flyp team will validate the eligibility of purchase and spin the virtual wheel on your behalf. FlypCoin winnings will be held in escrow until such time a Flyp account is opened with your corresponding name and phone number. Once a Flyp account is opened please contact us at www.flypMoney.com/contact-us to provide your information for the transfer of escrowed FlypCoins.

Cash winnings will be held in escrow until such time of a Flyp account being opened with your corresponding name and phone number or, accumulated winning cash balance is equal to \$25.00 USD at month end. Entrants with \$25.00 USD or more in accumulated cash winnings at the close of the month will be sent a check to the name and address on file. All accounts that do not meet the minimum of \$25.00 USD will remain in escrow until the earlier date of a Flyp account being opened or the cash winnings meet the minimum balance for mailing a check. All other prize opportunities that may be offered in the future will follow a similar process of holding in escrow until such time of a Flyp account being opened or the minimum value for sending the prizes is met.

Non-Flyp Account holders will have their escrowed FlypCoins and Cash winnings maintained until such time as the customer advises Flyp to remove their information from the Flyp data repository or ten years from the last mailed submission to Flyp. All prizes that are unclaimed become property of Flyp. Flyp will use the information in Your account for eligibility and notification purposes in connection with the Sweepstakes. You are responsible for keeping that information accurate. Flyp customers may keep their contact information accurate thru the Flyp App or by contacting www.flypMoney.com/contact-us and providing the information change request. Flyp will contact the customer to authenticate the request and ensure the change is completed.

Non-Flyp customers may use www.flypMoney.com/contact-us to make the request and Flyp will contact the customer to authenticate the request and ensure the change is completed. Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of the winner.

PUBLICITY

Submission of an entry in the Sweepstakes constitutes permission to the Flyp to use entrants’ name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph

(whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, links to your social media posts announcing Your prize and prize won (if any) in connection with the Sweepstakes, including winner announcements in the Flyp App and on Flyp's social media and web pages, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium (now existing or hereafter devised), throughout the world and in perpetuity, without further notice, approval, or compensation, unless prohibited by law. Submission also constitutes permission to Flyp to disclose entrants' name, should entrant win, in connection with any requests for a list of winners.

DISQUALIFICATION: FLYP'S DECISION FINAL

Flyp reserves the right in its sole discretion to disqualify (and void the entry(ies) of) any person it believes such person has violated these Official Rules, is not eligible to participate, has provided false information, acted in a harassing or unsportsmanlike manner with respect to Sponsor, any Promotion Party, or any other entrant, or tampered with the operation of the Sweepstakes. Decisions of Flyp on all matters related to the Sweepstakes are final and binding. Flyp reserves the right to cancel or modify the Sweepstakes for any reason, including but not limited to, if fraud, misconduct, or technical failures destroy the integrity of the Sweepstakes, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Flyp, in its sole discretion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. FLYP RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.**

GENERAL CONDITIONS

The Sweepstakes is void where prohibited by law, and is subject to all applicable federal, state, and local laws and regulations, and Flyp's Terms of Use and Privacy Policy. Flyp reserves the right to modify, suspend or terminate the Sweepstakes in the event it becomes infected by a computer virus or is otherwise technically impaired, or based on the technical, legal and policy requirements of the platform(s) by which it is made available, and to cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Sweepstakes and, if terminated, at Flyp's discretion, conduct a random drawing from among all non-suspect eligible entries received to that point, for any unawarded prizes.

LIMITATIONS OF LIABILITY AND RELEASE

Flyp is not responsible for, and by participating You release the Flyp from, any and all claims or liability that may arise, directly or indirectly, out of Your participation in the Sweepstakes or acceptance, use, or misuse of any prize, including without limitation, for any problems related to technical malfunctions of electronic equipment, computer online systems, servers, providers, computer hardware or software or phone lines, congestion on the internet or any website/app, unauthorized intervention, viruses, maintenance or any other technical problems; failed, lost, delayed, incomplete, garbled, or misdirected communications regardless of cause which may limit a person's ability to participate in the Sweepstakes;

errors in the administration of the Sweepstakes, the announcement of any prize, or in any Sweepstakes-related materials; printing or human error; and any injury or damage to persons or property. You agree that Flyp's and Promotion Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and under no circumstances will Flyp be responsible for attorney's fees. You waive the right to claim any damages, including direct, indirect, punitive, or consequential. California Civil Code Section 1542 provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. By participating, You, on Your behalf and for Your heirs, successors, assigns, agents and representatives, acknowledge that You understand the significance and consequences of California Civil Code Section 1542 and, to the extent it may be applicable, hereby waive its benefits, with the intent that the releases and waivers of liability in these Official Rules include claims known or unknown, and suspected or unsuspected.

COMMUNICATIONS; PRIVACY; GOVERNING LAW

By participating in the Sweepstakes, You agree to use of Your personal information, including email address, by Flyp (or third parties performing services for Flyp) for administration of the Sweepstakes including, without limitation, verifying Your eligibility, contacting You regarding Your entry or any prize, fulfilling any prize won, avoidance of fraud/tampering, compliance with legal obligations, and analytics and improvement of offerings. For additional information about how Flyp uses Your data and to opt-out of certain communications from Flyp, visit Flyp's Privacy Policy.

Governing Law: Any dispute arising from this Sweepstakes or these Official Rules, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Flyp in connection with this Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect or regard to any principles or doctrines of conflicts of law.

DISPUTES

Except where prohibited by law, any action arising out of or relating to this Sweepstakes or these Official Rules shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), and as modified by these Official Rules. The AAA Rules are available online at www.adr.com. The arbitrator is bound by the terms of this Agreement. If Your claim in arbitration is for less than \$10,000.00, Flyp will reimburse You for filing fees at the conclusion of the proceeding unless Your claim is found to be frivolous by the arbitrator. The arbitration shall be held at a location in the state in which You live. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Notwithstanding anything to the contrary in these Official Rules, if the amount in dispute arising out of or relating to this Sweepstakes or these Official Rules is less than the jurisdictional maximum of a small claims court applicable in the state in

which You live, You may bring an action in such small claims court for such dispute, which will be in lieu of arbitration or an action in any other court so long as the small-claims court does not permit class, representative, or consolidated actions, or the award of relief in favor of any person or entity that is not a named party to the small-claims action. In all cases, you agree that all claims, judgments, or awards will be limited to actual out-of-pocket expenses incurred in entering the Sweepstakes.

SPONSOR-FLYP

Flyp Financial, Inc., 15105 John J. Delaney Dr., Suite D199, Charlotte, NC 28277

INQUIRIES

All inquiries regarding the program should be directed to the address above, through the www.flypMoney.com/contact-us customer service portal, or to compliance@flypMoney.com.

FLYP TIX SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Flyp Tix Sweepstakes (the “Sweepstakes”) consists of opportunities to win prizes based on a weekly raffle conducted by Flyp Financial for those customers who have chosen to use their FlypCoins to enter the sweepstakes. The Flyp Store is where the FlypCoin prizes can be redeemed for a sweepstakes ticket(s). The prizes are announced weekly through various social media, email, and SMS text campaigns and further described within these Official Rules. Prizes consist of cash, products, and Flyp Branded items of varying value. The cost of Flyp Tix is displayed within the Flyp Store. Typically, 1 Flyp Tix for 100 Flyp Coins, 5 Flyp Tix for 400 Flyp Coins, and 10 Flyp Tix for 700 Flyp Coins. Winners are chosen at random from all entries received by Flyp prior to the close of the Flyp Tix sweepstakes time frame.

WHO CAN ENTER?

The Flyp Tix Sweepstakes is open to individuals who are: (i) legal residents of the 50 US states (including D.C.); (ii) at least 18 years old and the age of majority in their jurisdiction of residence at the time of entry; (iii) physically located in the United States at the time of entry; and (iv) otherwise eligible under any applicable law, guidance, or regulation to enter or receive winnings, including but not limited to the United States’ Patriot Act of 2001. Flyp employees are not eligible for the Flyp Tix Sweepstakes.

AGREEMENT TO OFFICIAL RULES

By entering the Flyp Tix Sweepstakes, you (“You”) agree to be bound by these Official Rules and the decisions of Flyp, which are final and binding regarding all matters related to the Sweepstakes. By participating, You release, discharge and hold harmless Flyp from any claims, losses, or damages arising out of Your participation in the Sweepstakes and, if declared a Winner, the acceptance or use, misuse or possession of any prize, as further detailed below.

PROMOTION PERIOD

The Flyp Tix Sweepstakes begins and ends at the times set forth below. For purposes of the Sweepstakes, Eastern Time on any day shall mean the applicable local time in New York, New York on that day. Flyp's computer system is the official timekeeping device with respect to all matters relating to the Sweepstakes.

At the close of each weekly Flyp Tix Sweepstakes, the winner will be chosen and announced by Flyp no later than 48 hours after the close of the sweepstakes. Flyp will notify the customer using typical methods of email, phone, and SMS text for a minimum of three (3) attempts.

Flyp will deliver the Flyp Tix prize to the customer promptly via electronic form or in physical form, as required. Flyp will send the physical product to the address requested and is not responsible for lost or misdirected mail.

Weekly structure of Flyp Tix:

WEEK 1 – Friday, June 17 28, 2022, 9:00 AM – Friday June 24, 2022, at 4:00 PM EST

WEEK 2 – Friday, June 24, 2022, at 4:01 PM EST - Friday July 1, 2022, at 4:00 PM EST

WEEK 3 – Friday, July 1, 2022, at 4:01 PM EST - Friday July 8, 2022, at 4:00 PM EST

WEEK 4 – Friday, July 8, 2022, at 4:01 PM EST - Friday July 15, 2022, at 4:00 PM EST

WEEK 5 – Friday, July 15, 2022, at 4:01 PM EST - Friday July 22, 2022, at 4:00 PM EST

WEEK 6 – Friday, July 22, 2022, at 4:01 PM EST - Friday July 29, 2022, at 4:00 PM EST

WEEK 7 – Friday, July 29, 2022, at 4:01 PM EST - Friday, August 5, 2022, at 4:00 PM EST

WEEK 8 – Friday, August 5, 2022, at 4:01 PM EST - Friday, August 12, 2022, at 4:00 PM EST

WEEK 9 – Friday, August 12, at 4:01 PM EST - Friday, August 19, 2022, at 4:00 PM EST

WEEK 10 – Friday, August 19, 2022, at 4:01 PM EST - Friday August 26, 2022, at 4:00 PM EST

WEEK 11 – Friday, August 26, 2022, at 4:01 PM EST - Friday September 2, 2022, at 4:00 PM EST

WEEK 12 – Friday, September 2, 2022, at 4:01 PM EST - Friday September 9, 2022, at 4:00 PM EST

WEEK 13 – Friday, September 9, 2022, at 4:01 PM EST - Friday September 16, 2022, at 4:00 PM EST

WEEK 14 – Friday, September 16, 2022, at 4:01 PM EST - Friday September 23, 2022, at 4:00 PM EST

WEEK 15 – Friday, September 23, 2022, at 4:01 PM EST - Friday September 30, 2022, at 4:00 PM EST

WEEK 16 – Friday, September 30, 2022, at 4:01 PM EST - Friday October 7, 2022, at 4:00 PM EST

WEEK 17 – Friday, October 7, 2022, at 4:01 PM EST - Friday October 14, 2022, at 4:00 PM EST

WEEK 18 – Friday, October 14, 2022, at 4:01 PM EST - Friday October 21, 2022, at 4:00 PM EST

WEEK 19 – Friday, October 21, 2022, at 4:01 PM EST - Friday October 28, 2022, at 4:00 PM EST

WEEK 20 – Friday, October 28, 2022, at 4:01 PM EST - Friday November 4, 2022, at 4:00 PM EST

WEEK 21 – Friday, November 4, 2022, at 4:01 PM EST - Friday November 11, 2022, at 4:00 PM EST

WEEK 22 – Friday, November 11, 2022, at 4:01 PM EST - Friday November 18, 2022, at 4:00 PM EST

WEEK 23 – Friday, November 18, 2022, at 4:01 PM EST - Friday November 25, 2022, at 4:00 PM EST

WEEK 24 – Friday, November 25, 2022, at 4:01 PM EST - Friday December 2, 2022, at 4:00 PM EST

WEEK 25 – Friday, December 2, 2022, at 4:01 PM EST - Friday December 9, 2022, at 4:00 PM EST

WEEK 26 – Friday, December 9, 2022, at 4:01 PM EST - Friday December 16, 2022, at 4:00 PM EST

WEEK 27 – Friday, December 16, 2022, at 4:01 PM EST - Friday December 23, 2022, at 4:00 PM EST

WEEK 28 – Friday, December 23, 2022, at 4:01 PM EST - Friday December 30, 2022, at 4:00 PM EST

THERE ARE TWO WAYS TO ENTER

- 1) **Flyp Card Holders.** Flyp Card holders may elect to use Flyp Coins credited to their account by accessing the Flyp Store within the application. The Customer will select the Flyp Tix option then complete and submit the form. The Customer will receive via email the confirmation that their Flyp Tix is in the Sweepstakes for the specific week elected. Flyp debits the account for the purchase price of the Flyp Tix. Customers can purchase as many Flyp Tix as can be afforded with FlypCoins in their account for a single Sweepstakes week. Flyp Tix are only valid for the Sweepstakes in which they are purchased and do not carry over to another week.
- 2) **Non Flyp Card Holders.** Alternatively, non-Flyp Card holders who have won FlypCoins which are held in escrow may contact Flyp via email to compliance@flypmoney.com, 48 hours prior to the close of the Sweepstakes to elect to spend their FlypCoins in the current week's Sweepstakes. The non-Flyp Card holder must send instruction to Flyp regarding how many Flyp Coins are to be spent. If the FlypCoin balance is sufficient, Flyp will debit the FlypCoin escrow account and enter the entrant into the Sweepstakes. The entrant will receive an email(s) for the number of tickets purchased. If for any reason the Flyp non-customer entry request is missed by Flyp employees, Flyp will return the customers Flyp Coins to their escrow account for reuse at a future date.

Flyp will adhere to the Flyp Privacy Policy in respect to all information received as part of the Flyp Tix Sweepstakes.

MESSAGE AND DATA RATES MAY APPLY to the use of a mobile device to participate in the Sweepstakes. Consult Your wireless carrier's pricing policies prior to participating in the Sweepstakes. Internet access is not available on all mobile devices or available or free to use in all locations.

The use of any robot, computer program, sweepstakes entry service or similar entry method is prohibited and will void Your entry(ies) and You may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of the individual entering the Sweepstakes during the Promotion Period, the authorized subscriber of the email account associated with the Flyp account from which the entry was received will be deemed to be the entrant and must comply with these Official Rules. Authorized subscriber means the natural person who is assigned the email address by the relevant Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the email address.

WINNER SELECTION AND VERIFICATION

Winning is conditioned on You complying with all Official Rules and any instructions in the prize notification, including completing and returning any affidavit of eligibility and/or release of liability/publicity.

PRIZES AND ODDS

The Flyp Tix prize information and identification will be available on social media outlets including but not limited to Facebook, Instagram, email, and the Flyp App. This sweepstakes is in no way sponsored by anyone other than Flyp. Facebook and Instagram do not sponsor or have any involvement with the Sweepstakes. The odds of winning any prize depend on the number of entrants received by Flyp in the specific weeklong contest.

The prizes will vary and consist of, but not be limited to, cash prizes, electronics, Flyp branded gear, and gift certificates. The value of each prize will be announced in the weekly release from Flyp.

All prizes and winner selections are finalized by Flyp at its sole discretion.

PUBLICITY

Submission of an entry in the Sweepstakes constitutes permission to the Flyp to use entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, links to your social media posts announcing Your prize and prize won (if any) in connection with the Sweepstakes, including winner announcements in the Flyp App and on Flyp's social media and web pages, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium (now existing or hereafter devised), throughout the world and in perpetuity, without further notice, approval, or

compensation, unless prohibited by law. Submission also constitutes permission to Flyp to disclose entrants' name, should entrant win, in connection with any requests for a list of winners.

DISQUALIFICATION: FLYP'S DECISION FINAL

Flyp reserves the right in its sole discretion to disqualify (and void the entry(ies) of) any person it believes such person has violated these Official Rules, is not eligible to participate, has provided false information, acted in a harassing or unsportsmanlike manner with respect to Sponsor, any Promotion Party, or any other entrant, or tampered with the operation of the Sweepstakes. Decisions of Flyp on all matters related to the Sweepstakes are final and binding. Flyp reserves the right to cancel or modify the Sweepstakes for any reason, including but not limited to, if fraud, misconduct, or technical failures destroy the integrity of the Sweepstakes, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Flyp, in its sole discretion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. FLYP RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

GENERAL CONDITIONS

The Sweepstakes is void where prohibited by law, and is subject to all applicable federal, state, and local laws and regulations, and Flyp's Terms of Use and Privacy Policy. Flyp reserves the right to modify, suspend or terminate the Sweepstakes in the event it becomes infected by a computer virus or is otherwise technically impaired, or based on the technical, legal and policy requirements of the platform(s) by which it is made available, and to cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Sweepstakes and, if terminated, at Flyp's discretion, conduct a random drawing from among all non-suspect eligible entries received to that point, for any unawarded prizes.

LIMITATIONS OF LIABILITY AND RELEASE

Flyp is not responsible for, and by participating You release the Flyp from, any and all claims or liability that may arise, directly or indirectly, out of Your participation in the Sweepstakes or acceptance, use, or misuse of any prize, including without limitation, for any problems related to technical malfunctions of electronic equipment, computer online systems, servers, providers, computer hardware or software or phone lines, congestion on the internet or any website/app, unauthorized intervention, viruses, maintenance or any other technical problems; failed, lost, delayed, incomplete, garbled, or misdirected communications regardless of cause which may limit a person's ability to participate in the Sweepstakes; errors in the administration of the Sweepstakes, the announcement of any prize, or in any Sweepstakes-related materials; printing or human error; and any injury or damage to persons or property. You agree that Flyp's and Promotion Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and under no circumstances will Flyp be responsible for attorney's fees. You waive the right to claim any damages, including direct, indirect, punitive, or consequential. California Civil Code Section 1542 provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR

RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. By participating, You, on Your behalf and for Your heirs, successors, assigns, agents and representatives, acknowledge that You understand the significance and consequences of California Civil Code Section 1542 and, to the extent it may be applicable, hereby waive its benefits, with the intent that the releases and waivers of liability in these Official Rules include claims known or unknown, and suspected or unsuspected.

COMMUNICATIONS; PRIVACY; GOVERNING LAW

By participating in the Sweepstakes, You agree to use of Your personal information, including email address, by Flyp (or third parties performing services for Flyp) for administration of the Sweepstakes including, without limitation, verifying Your eligibility, contacting You regarding Your entry or any prize, fulfilling any prize won, avoidance of fraud/tampering, compliance with legal obligations, and analytics and improvement of offerings. For additional information about how Flyp uses Your data and to opt-out of certain communications from Flyp, visit Flyp's Privacy Policy.

Governing Law: Any dispute arising from this Sweepstakes or these Official Rules, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Flyp in connection with this Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect or regard to any principles or doctrines of conflicts of law.

DISPUTES

Except where prohibited by law, any action arising out of or relating to this Sweepstakes or these Official Rules shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), and as modified by these Official Rules. The AAA Rules are available online at www.adr.com. The arbitrator is bound by the terms of this Agreement. If Your claim in arbitration is for less than \$10,000.00, Flyp will reimburse You for filing fees at the conclusion of the proceeding unless Your claim is found to be frivolous by the arbitrator. The arbitration shall be held at a location in the state in which You live. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Notwithstanding anything to the contrary in these Official Rules, if the amount in dispute arising out of or relating to this Sweepstakes or these Official Rules is less than the jurisdictional maximum of a small claims court applicable in the state in which You live, You may bring an action in such small claims court for such dispute, which will be in lieu of arbitration or an action in any other court so long as the small-claims court does not permit class, representative, or consolidated actions, or the award of relief in favor of any person or entity that is not a named party to the small-claims action. In all cases, you agree that all claims, judgments, or awards will be limited to actual out-of-pocket expenses incurred in entering the Sweepstakes.

SPONSOR-FLYP

Flyp Financial, Inc., 15105 John J. Delaney Dr., Suite D199, Charlotte, NC 28277

INQUIRIES

All inquiries regarding the program may be directed to the address above, through the www.flypMoney.com/contact-us customer service portal, or to compliance@flypMoney.com.

FLYP STREAKS

Flyp Streaks are the consecutive days when a customer has spent \$10 minimum and completed their wheel spin. Flyp will keep track of daily Spin streaks for each Flypper, and reward Flyppers who spin every day.

QUALIFICATION FOR FLYP STREAKS

Customer's must have a daily spin of the Flyp Reward Wheel for a purchase of at least \$10 USD. Flyp will make every effort to ensure the Flyp Streak is tracked and communicated to each customer until such time that the Flyp Streak is available on the Flyp App. Qualification is determined by Flyp and a customer may make an inquiry into the validity of a streak, but Flyp retains the final decision of a Flyp Spin Streak.

Prizes for having Flyp Spin Streaks are as follows:

- 3 spinning days in a row - 1 FlypTix
- 5 spinning days in a row - 5 FlypTix
- 10 spinning days in a row - 10 FlypTix
- Every day after 10 days in a row - 5 FlypTix each day.

Flyp will notify customers who start a flyp spin streak will receive email notifications automatically upon starting a spin streak and throughout the time the customer maintains the consecutive days of wheel spins.

LOSING THE STREAK

At the time the customer loses the spin streak they will receive an email notifying them they have "*Lost the Streak*". Anyone who was in a streak but failed to spin yesterday has ended their streak (lost the streak). A daily email at 8AM will show final streak number, leaderboard, and achievement levels.

REWARD TERMS OF USE CHANGE LOG

3/14/2022 – Rewards Wheel Sweepstakes addition of FlypCoins and Flyp Store. New Section - Flyp Tix Sweepstakes.

4/7/2022 – Updates to spacing, headers, fonts. No changes to content.

4/18/22 – page 3 update to the web access to "flypmoney.com/contact-us"; page 4 additions of Sutton Bank rather than "we".

5/25/22 – Change to Sweepstakes odds from this grid to the existing one within the document.

Reward level	Odds	Max Cashback
100% cashback	0.02%	\$ 500.00
75% cashback	0.03%	\$ 375.00
50% cashback	0.04%	\$ 250.00
30% cashback	0.05%	\$ 150.00
20% cashback	0.10%	\$ 100.00
10% cashback	0.20%	\$ 50.00
5% cashback	0.40%	\$ 25.00
3% cashback	0.65%	\$ 15.00
1% cashback	1.90%	\$ 5.00
3x purchase amt. in FlypCoins	25.00%	
2x purchase amt. in FlypCoins	35.00%	
1x purchase amt. in FlypCoins	36.61%	
	<hr/>	
	100.00%	

6/3/22 – Flyp Streaks Section – Flyp will track and report on those customers who have consecutive days of spinning the wheel for more than \$10. These “Streaks” will be shared via email now and are coming to the Flyp App soon.

6/13/22 – Additional dates added to continue flypTix through December 2022.

FLYP THE SCRIPT SUMMER SWEEPSTAKES #FLYP THE SCRIPTSUMMER22

The “Flyp the Script Summer Sweepstakes” (the “Sweepstakes”) consists of a USD 1,000 cash prize awarded to one (1) winner randomly selected from all qualified entries.

Visit flypmoney.com for details. #FlypTheScriptSummer22 is sponsored by Flyp.

These sweepstakes are not sponsored, endorsed, affiliated, associated with, or administered by Instagram. Each entrant agrees to a complete release of Instagram.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

MAKING A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. ONE WINNER WILL BE PICKED IN THE ENTRY PERIOD. SEE BELOW FOR THE DRAWING DATE.

THE SWEEPSTAKES IS INTENDED FOR PLAY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA EXCEPT WHERE PROHIBITED AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THESE SWEEPSTAKES IF YOU ARE NOT LOCATED IN THE UNITED STATES.

Entry into this Sweepstakes constitutes your acceptance of these Official Rules.

WHO MAY ENTER?

The Sweepstakes is open to individuals who are:

- (i) legal residents of the 50 US states (including D.C.)
- (ii) at least 18 years old and the age of majority in their jurisdiction of residence at the time of entry.
- (iii) physically located in the United States at the time of entry; and
- (iv) otherwise, eligible under any applicable law, guidance, or regulation to enter or receive winnings, including but not limited to the United States Patriot Act of 2001.

Individuals employed by Flyp Financial, Inc. (“Sponsor”), Flyp Financial Inc.’s business partners or advertising and promotion agencies (collectively “Sweepstakes Parties”) at any time during the Sweepstakes Period, and members of their immediate family (parent, child, sibling, or spouse of any of the foregoing) or persons living in the same household (those living in the same household for at least 3 of 12 months preceding the Sweepstakes Period), are not eligible.

AGREEMENT WITH OFFICIAL RULES

By entering these Sweepstakes, you, an eligible entrant, (“You”) agree to be bound by these Official Rules and the decisions of Flyp, which are final and binding regarding all matters related to the Sweepstakes. By participating, You release, discharge, and hold harmless Flyp from any claims, losses, or damages arising out of Your participation in the Sweepstakes and, if declared a Winner, the acceptance or use, misuse, or possession of any prize, as further detailed below.

PROMOTION PERIOD

The Sweepstakes begins and ends at the times set forth below. For purposes of the Sweepstakes, Eastern Time on any day shall mean the applicable local time in New York, New York on that day. Flyp’s computer system is the official timekeeping device concerning all matters relating to the Sweepstakes.

Dates: This Sweepstakes begins **June 21, 2022, at 7:00 AM EST and ends August 31, 2022, at 11:59 pm EST** (“Sweepstakes Period”).

THERE ARE TWO WAYS TO ENTER

There are two (2) ways to enter.

Instagram is the one (1) social channel of entry. You must have an Instagram account to enter this Sweepstakes and the winner must have a Flyp Account to be rewarded. See below for details.

1. Flyp Account and Instagram Post

Each prospective Entrant must:

1. Download the Flyp App and signup for Flyp – Mobile Wallet.

2. Follow Flyp @FlypFinancial on Instagram
3. Like the post announcing the sweepstakes
4. Tag two friends in the comments, and get an additional entry for any extra people you tag
5. Get an additional entry for sharing this post to your IG stories and using the hashtag #FlypTheScriptSummer22

If a prospective Entrant does not have a Flyp account, one can be created at no cost by downloading the Flyp-Mobile Banking app and applying for a Flyp Visa® Debit Card.

If a prospective Entrant does not have an Instagram account, one can be created at no cost at www.instagram.com. Please note that a prospective Entrant must agree to comply with the Instagram Terms of Service and Privacy Policy to create an Instagram account and then participate in this Sweepstakes. This Sweepstakes is not sponsored, endorsed or administered by, or associated with Instagram.

2. Alternative Method of Entry

Alternatively, you may enter by completing the same social post requirements without having to have a Flyp Account. The Alternate Method of Entry still entrants to follow Flyp on Instagram, use the hashtag #FlypTheScriptSummer22, tag @FlypFinancial, and tag two (2) friends from an Instagram Account. By submitting your entry, You give Flyp permission to contact you through email, text, phone, and/or address regarding only your entry in the sweepstakes. The winner must have a Flyp Account to claim the prize and the prize will be delivered in the form of a \$1,000 cash transfer.

QUALIFIED ENTRIES

In addition, no entry may contain any offensive or vulgar content or depict any pornographic or illegal act. Any entry containing inappropriate content, as determined by the Sponsor in its sole and absolute discretion, will be considered ineligible and will not be part of the Sweepstakes. By submitting an entry, each Entrant agrees his or her entry complies with these Official Rules. Each Entrant also agrees that the Sponsor may disqualify the Entrant from the Sweepstakes if Sponsor believes, in its sole and absolute discretion, that an entry fails to comply with these Official Rules. If the Sponsor rejects any entry, such entry will be disqualified and will not be considered a valid entry. Entries may only be made according to the method described above. Automated entries (including but not limited to entries submitted using any robot, script, macro, or another automated service) are not permitted and will be disqualified. Only eligible entries received by the Sponsor before the end of the Sweepstakes Period will be included in prize drawings. Illegible, unintelligible, incomplete, or garbled entries will be disqualified.

NOTIFICATION OF WINNING

Potential winners will be sent a notification message within 48 hours of the close of the Sweepstakes Period. Eligible winners will have the prize transferred to the Flyp account within 48 hours.

Potential winners must meet the eligibility requirements outlined in these Official Rules to qualify for the prize. **Note:** You are not a winner of any prize until you have been verified as a winner by the Sponsor.

ODDS & PRIZES

The odds of winning depend upon the number of eligible entries received during the Sweepstakes Period.

One (1) winner confirmed during the Drawing Period, will receive the following prize: One (1) \$1,000 cash transfer to their Flyp account within 48 hours of the conclusion of the Drawing Period. The total ARV (Approximate Retail Value) of all available prizes in the Sweepstakes Period is \$1,000.00.

Only prizes specified in the amount indicated will be awarded. Prizes are non-transferable. The Sponsor reserves the right to substitute a prize or prize component of equal or greater value should a prize or any component of a prize become unavailable.

Within forty-eight (48) hours of the End Date of the Sweepstakes Period (For End Dates, see the “Dates” section, above), the potential winner will be sent a notification message in the form of a direct Instagram message from @FlypFinancial. Additional messages may be sent to existing Flyp customers through regular communication channels.

Potential winners may be asked to verify eligibility. If a potential winner is found to be ineligible; is not in compliance with these Official Rules; declines to accept the prize; does not comply with the Sponsor’s instructions or the prize is returned as undeliverable, the prize may be forfeited to the Sponsor’s sole discretion. If a prize is forfeited, then the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries received during the corresponding Sweepstakes Period, as determined by the Sponsor in its sole discretion. The Sponsor shall not be held responsible for any delays in awarding the prize for any reason. Each prize will only be awarded to a verified winner. Any unclaimed prizes will be awarded in a random drawing to be held as necessary. By accepting a prize, each Entrant consents to the Sponsor’s use of their name, photograph and/or likeness, address, voice, and statements made by or attributed to them, in perpetuity, in any, and all, media now known or hereafter developed (including, without limitation, print, broadcast, and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law. Upon delivery of the prize, the Sponsor will be deemed to have awarded the prize to the winner with the winner assuming full responsibility for the prize.

TAX OBLIGATIONS

FOR US PERSONS, IF THE VALUE OF THE PRIZE AWARDED IS GREATER THAN \$600 THE FAI MARKET VALUE OF THE PRIZE AMOUNT WILL BE REPORTED ON IRS FORM 1099-MISC AND ISSUED TO THE RECIPIENT. TAX IDENTITY INFORMATION WILL BE COLLECTED BY COMPLETING IRS FORM W-9 FOR ALL WINNERS OF PRIZES AWARDED GREATER THAN \$600.

Except as specifically provided herein, all applicable taxes and usage charges on prizes are the sole responsibility of the winner. The Sponsor or its agents shall require documentation from the winner including completing and returning any affidavit of eligibility and/or release of liability/publicity and documentation of taxes to be remitted to the appropriate taxing authorities.

GENERAL CONDITIONS

All entries become the property of the Sponsor and will not be returned. By participating, Entrants agree to abide by and be bound by these Official Rules, which shall be final and binding concerning all issues relating to this Sweepstakes. It is the Entrant's responsibility to ensure compliance with all of the conditions contained in these Official Rules. The sponsor is not responsible for any lost, late, misdirected, stolen, illegible, incomplete entries, or for any computer, online, telephone, or technical malfunctions that may occur. Sweepstakes Parties are not responsible for any inaccurate information, whether caused by Website users, any of the equipment or programming associated with or utilized in the Sweepstakes or any technical or human error which may occur in the processing of submissions in the Sweepstakes. Sweepstakes Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, entries. Sweepstakes Parties are not responsible for any problems, failures, or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Sweepstakes Parties are not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom the Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. The Sponsor reserves the right to correct any typographical, printing, computer programming, or operator errors.

If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sweepstakes Parties that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsors reserve the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Winners in a random drawing from among all eligible, non-suspect entries received before the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted on the Website and/or Sponsor's website at Sponsor's discretion. Sponsors may prohibit any entrant or potential entrant from participating in the Sweepstakes if such entrant or potential entrant

shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion). Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

LIMITATION OF LIABILITY

Flyp is not responsible for, and by participating You release the Flyp from, any, and all, claims or liability that may arise, directly or indirectly, out of Your participation in the Sweepstakes or acceptance, use, or misuse of any prize, including without limitation, for any problems related to technical malfunctions of electronic equipment, computer online systems, servers, providers, computer hardware or software or phone lines, congestion on the internet or any website/app, unauthorized intervention, viruses, maintenance or any other technical problems; failed, lost, delayed, incomplete, garbled, or misdirected communications regardless of the cause which may limit a person's ability to participate in the Sweepstakes; errors in the administration of the Sweepstakes, the announcement of any prize, or in any Sweepstakes-related materials; printing or human error; and any injury or damage to persons or property. You agree that Flyp's and Promotion Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and under no circumstances will Flyp be responsible for attorney's fees. You waive the right to claim any damages, including direct, indirect, punitive, or consequential. California Civil Code Section 1542 provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. By participating, You, on Your behalf and for Your heirs, successors, assigns, agents and representatives, acknowledge that You understand the significance and consequences of California Civil Code Section 1542 and, to the extent it may be applicable, hereby waive its benefits, with the intent that the releases and waivers of liability in these Official Rules include claims known or unknown, and suspected or unsuspected.

Privacy Policy: The sponsor's privacy policy is available at <https://www.flypmoney.com/privacy-policy/>

DISPUTES

Except where prohibited by law, any action arising out of or relating to this Sweepstakes or these Official Rules shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), and as modified by these Official Rules. The AAA Rules are available online at www.adr.com. The arbitrator is bound by the terms of this Agreement. If Your claim in arbitration is for less than \$10,000.00, Flyp will reimburse You for filing fees at the conclusion of the proceeding unless Your claim is found to be frivolous by the arbitrator. The arbitration shall be held at a location in the state in which You live. ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION

ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED. Notwithstanding anything to the contrary in these Official Rules, if the amount in a dispute arising out of or relating to this Sweepstakes or these Official Rules is less than the jurisdictional maximum of a small claims court applicable in the state in which You live, You may bring an action in such small claims court for such dispute, which will be instead of arbitration or action in any other court so long as the small-claims court does not permit class, representative, or consolidated actions, or the award of relief in favor of any person or entity that is not a named party to the small-claims action. In all cases, you agree that all claims, judgments, or awards will be limited to actual out-of-pocket expenses incurred in entering the Sweepstakes.

WINNERS LIST

To obtain an official list of the names of the winners, send a self-addressed stamped business-size envelope to Flyp Financial #FlypTheScriptSummer22 Sweepstakes Winners List, Flyp Financial, Inc, 15105 John J. Delaney Drive, Suite D199, Charlotte, NC 28277. Requests must be received by September 30, 2022.

OFFICIAL RULES

If you would like a copy of these Official Rules, please send a self-addressed stamped envelope to Flyp Financial #FlypTheScriptSummer22 Sweepstakes Official Rules, Flyp Financial, Inc, 15105 John J. Delaney Drive, Suite D199, Charlotte, NC 28277. Vermont residents may omit the return postage. Requests received after the close of the Sweepstakes Period will not be honored.

SPONSOR

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