## The 2024-2025 Discover® Scholarship Sweepstakes Official Rules

NO PURCHASE OR CREDIT CARD APPLICATION OR ACCOUNT NECESSARY. A PURCHASE, CREDIT CARD ACCOUNT, OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: The 2024-2025 Discover Scholarship Sweepstakes (the "Sweepstakes") is open only to residents of the fifty (50) United States, the District of Columbia, and the US territories who are at least eighteen (18) years old and the age of majority in their jurisdiction of residence at the time of entry. Entrants must also be a) a U.S. high school senior student, including a student who attends an alternative school or is home schooled; b) a student who has earned a GED or equivalent in the U.S.; c) an undergraduate or graduate student at a U.S college or University; or d) a parent or legal guardian of a student that meets the requirements of a, b or c. If a parent or legal guardian enters the Sweepstakes, they agree to enter on behalf of their eligible child/legal ward; if named a potential winner, the child or legal ward will be deemed the potential winner and granted the scholarship once eligibility has been confirmed. Only one parent or legal guardian of a student may enter regardless of method(s) of entry. Entrants must also be enrolled at least half-time in a Bachelor's or Associate's degree program or a graduate degree program at an eligible school within one (1) year of winner notification/confirmation or the parent/legal guardians of a student that satisfies this eligibility requirement. For a complete list of eligible accredited, non-profit colleges and universities, click here. Employees of Discover Products, Inc., Merkle Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, children, and steps of the foregoing) and household members of such employees are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** Discover Products, Inc. 2500 Lake Cook Road, Riverwoods, IL 60015. **Administrator:** Merkle, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Sweepstakes begins on September 3, 2024, at 12:00 a.m. Eastern Time ("ET"), ends on August 31, 2025, at 11:59 p.m. ET (the "Promotion Period"), and consists of twelve (12) monthly entry periods (each an "Entry Period") as set forth below.

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Mail-In Postmark Date	Mail-In Received By Date	Approximate Draw Date/Entrant Notification Date
1	September 3,	September	September	October 7,	October 11,
	2024	30, 2024	30, 2024	2024	2024
2	October 1,	October 31,	October 31,	November 7,	November
	2024	2024	2024	2024	11, 2024
3	November 1,	November	November	December 7,	December
	2024	30, 2024	30, 2024	2024	11, 2024
4	December 1,	December	December	January 7,	January 11,
	2024	31, 2024	31, 2024	2025	2025
5	January 1,	January 31,	January 31,	February 7,	February 11,
	2025	2025	2025	2025	2025
6	February 1,	February 28,	February 28,	March 7,	March 11,
	2025	2025	2025	2025	2025
7	March 1, 2025	March 31, 2025	March 31, 2025	April 7, 2025	April 11, 2025
8	April 1, 2025	April 30, 2025	April 30, 2025	May 7, 2025	May 11, 2025
9	May 1, 2025	May 31, 2025	May 31, 2025	June 7, 2025	June 11, 2025
10	June 1, 2025	June 30, 2025	June 30, 2025	July 7, 2025	July 11, 2025
11	July 1, 2025	July 31, 2025	July 31, 2025	August 7, 2025	August 11, 2025
12	August 1,	August 31,	August 31,	September 7,	September
	2025	2025	2025	2025	11, 2025

Administrator's computer is the official time-keeping device for the Sweepstakes.

## 4. How to Enter: There are two (2) ways to enter:

<u>a. Microsite</u>: During the Promotion Period, visit <u>discover.com/scholarship</u> and follow the links and instructions to complete and submit the registration form including a valid email address. By entering this Sweepstakes, you will be opted in to receive marketing messages sent by Sponsor and/or Sponsor's third-party service provider; however, if you have

previously opted-out of receiving marketing messages from Sponsor, you will not be added back to the marketing list. You automatically will receive one (1) entry into the applicable Entry Period drawing.

\_\_\_\_\_Bonus Sweepstakes Entry Opportunity — Survey: After you enter the Sweepstakes, you will be invited to participate in the survey. By doing so, you will earn one (1) bonus Sweepstakes entry into the applicable Entry Period drawing(s). Limit: one (1) bonus Sweepstakes entry based on completing the survey during the Promotion Period.

b. Mail-in Alternate Method: To enter without visiting the microsite, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "2024-2025 Discover Scholarship Sweepstakes," c/o Merkle Inc., P.O. Box 5022, Department 864280, Kalamazoo, MI 49003-5022. You will receive one (1) entry into the applicable Entry Period drawing. All mail-in entries must be postmarked and received by the dates listed above in Section 3. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Bonus Sweepstakes Entry Opportunity — Mail-In: To enter without participating in the survey, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "2024-2025 Discover Scholarship Sweepstakes," c/o Merkle Inc., P.O. Box 5022, Department 864280, Kalamazoo, MI 49003-5022. You will receive one (1) bonus entry into the applicable Entry Period drawing. All mail-in entries must be postmarked and received by the dates listed above in Section 3. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Eligible entrants may enter one (1) time during the Promotion Period and receive up to two (2) Sweepstakes entries, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet

access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

- 5. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around the dates listed above in Rule 3. Non-winning entries will carryover into subsequent Entry Period drawings. The potential winners will be notified by email. Each potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Eligibility, Liability and Publicity Release ("Declaration") (except for residents in Tennessee where a Publicity Release is not required) which must be received by Administrator, within ten (10) days of the date of attempted notice by the Administrator, to claim the applicable prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration within the required time period, fails to provide any other requested information within the required time period, fails to or is unable to select an eligible college or university, does not intend to or does not actually attend a participating college/university within one (1) year of winner notification/confirmation, or if the prize is returned as undeliverable, the potential winner forfeits the applicable prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be alternate drawings that will be held for each prize, until each prize is awarded. Prizes will be fulfilled within approximately 60 days after the conclusion of the Sweepstakes.
- **6. Prizes:** TWELVE (12) PRIZES (One (1) awarded per Entry Period): A \$5,000 check made payable to the eligible institution of higher education as reflected in the winner's Declaration. A winner forfeits the prize if they do not attend a participating college/university within one (1) year of notification/winner confirmation. Approximate Retail Value ("ARV"): \$5,000.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the

applicable Entry Period, during the Promotion Period. Limit: one (1) prize per household. Total ARV of all prizes: \$60,000.

- **7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **8. Publicity:** Except in Tennessee and anywhere else where it is not required, each winner will be required to sign and return a Publicity Release to the Administrator, in which each winner provides consent to Sponsor and its agents to use winner's name, likeness, photograph, voice, opinions, statements and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes for any reason, including if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- **10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software; (3) unauthorized human intervention in

any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

- 11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- 12. Entrant's Personal Information: Entrant's personal information is collected when they submit an entry for the Sweepstakes. Information collected from the Entrant is subject to Sponsor's Privacy Policy available at <a href="discover.com/privacy-statement/">discover.com/privacy-statement/</a>. By entering the Sweepstakes, Entrant consents to Sponsor (and its authorized Administrator) storing, sharing, and using the personal information for the purpose of administering the Sweepstakes, email marketing, and in accordance with Sponsor's Online Privacy Notice. Entrant may opt-out of Sponsor's email marketing at any time, by using the "unsubscribe" link in Sponsor's email. If entrant decides to opt-out, this will not impact Entrant's ability to

enter the Sweepstakes or odds of winning a prize in the Sweepstakes. In accordance with Federal Law, winners may be subject to identity verification, and consent to the name, DOB, TIN, and address provided being used for this purpose.

**13. Winner List:** For a winner list, <u>click here</u>. The winner list will be posted after winner confirmation is complete.

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