

FIFTH THIRD BANK
LOVE, FIFTH THIRD SMALL BUSINESS SWEEPSTAKES
OFFICIAL RULES

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

WINNER MAY BE REQUIRED TO EXECUTE A PRIZE ACCEPTANCE RELEASE AS MORE FULLY DETAILED BELOW. VOID WHERE PROHIBITED BY LAW.

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

HOW TO ENTER

The **Fifth Third Bank Love, Fifth Third Small Business Sweepstakes** (the "Sweepstakes") begins on **November 13, 2023**, and all entries must be received no later than **11:59 PM ET on November 27, 2023** (the "Sweepstakes Period"). To enter an eligible small business (see Section below entitled "Who May Enter" for eligibility details) into the Sweepstakes during the Sweepstakes Period, you must make one (1) public post on either LinkedIn, X, Instagram, or Facebook which does each of the following:

- (1) Includes a tag of either "@FifthThird" (on X) or "@FifthThirdBank" (on LinkedIn, Instagram, or Facebook)
- (2) Includes the hashtag "#Love53"
- (3) Tags the small business being nominated or, if the small business does not have an applicable social media presence, links to the business' website
- (4) Includes a photo at the small business, ideally with the employee shown in the photo.

As an alternate method of entry, during the Sweepstakes Period, email kevin.whitman@53.com with the name of the eligible small business, a link to that business's website or social media page, and an image of yourself or of a Fifth Third ink pen on site at the small business (an "E-Mail Entry"). An E-Mail Entry must be timestamped and received by Sponsor no later than the end of the Sweepstakes Period to constitute an "Entry." Sponsor shall not be liable for delays.

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

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

Entrants must be in compliance with the Terms and Conditions applicable to the social media site used to make an Entry. Entrants acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, any social media company.

By submitting an Entry to the Sweepstakes, all entrants are affirming their agreement to the Official Rules. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor will be disqualified.

Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one campaign, contest or sweepstakes does not constitute entry into any other. All Entries that are in excess of the stated limits, late, illegible, incomplete, received with postage due, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Sponsor reserves the right to void all Entries made through any robotic, automatic, mechanically programmed or similar entry duplication method and to disqualify any individual using such a method.

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

WHO MAY ENTER

Entrants must be current employees of Fifth Third Bank, National Association, in good standing, and must operate out of a Fifth Third branch located in Michigan, Illinois, Indiana, Ohio, Kentucky, West Virginia, Tennessee, North Carolina, South Carolina, Georgia, or Florida. The Sweepstakes is not open to residents of the State of New York. Entrants must be at least eighteen (18) years old as of the Entry date.

The Sweepstakes is open to small businesses with no more than 100 employees, operating for profit and generating no more than one million dollars (\$1,000,000) in annual revenue, and located in Michigan, Illinois, Indiana, Ohio, Kentucky, West Virginia, Tennessee, North Carolina, South Carolina, Georgia, or Florida. The business must be locally owned and operated within and around the general vicinity of a Fifth Third branch location, and the business must provide a product or service to the local community. Entries must be submitted on behalf of an eligible small business by a Fifth Third Bank employee. The Entry business does not have to be a customer of Fifth Third Bank.

Sponsor reserves the right to deem an Entry ineligible if, in its sole discretion, it determines that the business is not a "small business," or that the business or business name is, for any reason, inappropriate for participation in this Sweepstakes. An Entry may be deemed ineligible if, in its sole discretion, Sponsor deems that the business does not comport with Sponsor's values. An Entry may also be deemed ineligible if the Entry business is a customer of Fifth Third's currently in delinquency, foreclosure, or any similar instance of bad standing, or if the business is involved in any pending legal action or ongoing litigation, with any party.

Employees of the Sponsor and each of its respective parents, divisions, affiliates, subsidiaries, advertising agencies or promotional partners associated with this Sweepstakes, and relatives of and those living in the same household of such employees (whether legally related or not) are not eligible to enter. For the purpose of this Sweepstakes, relatives are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Void where prohibited.

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

LIMIT

An entrant may make entry of a particular eligible small business only one (1) time during the Sweepstakes Period. An Entry will continue to serve as an entry to this Sweepstakes throughout the Sweepstakes Period until the earlier of (1) the entrant being selected as a Winner or (2) the end of the

Sweepstakes Period. No business is eligible to win more than one Love, Fifth Third Small Business Sweepstakes Prize.

SELECTION OF WINNER(S)

Winner will be selected within seven (7) business days of the end of the Sweepstakes Period by a random drawing of all eligible Entries received. Any Entries received after the Sweepstakes Period will not be considered. The Entry small business selected by this drawing will be “**Winner**” subject to confirmation of eligibility and full and timely completion and return of Prize claiming requirements described below. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the Winner. Decisions of the Sponsor as to the administration of the Sweepstakes, interpretation of the Official Rules, and the selection of the Winner will be final. If, for any reason, more bona fide winners come forward seeking to claim the Prize, the Winner may be selected in a random drawing from among all persons making purportedly valid claims for the Prize. Inclusion in such drawing shall be the sole and exclusive remedy under such circumstances.

Winner may, in Sponsor’s sole discretion, be required to execute an affidavit of eligibility/release of liability/prize acceptance agreement (the “Prize Acceptance Release”) and return the Prize Acceptance Release before being eligible to receive his or her Prize. If the Winner fails or refuses to sign and return such Prize Acceptance Release within five (5) business days of the first (1st) notification attempt or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Winner, such Winner (in Sponsor’s sole discretion) may be disqualified and an alternate may (in Sponsor’s sole discretion) be selected. Winner may be required to affirm consent to these Official Rules before being eligible to receive his or her Prize. If any Winner is found to be ineligible, or if the relevant entrant has not complied with these Official Rules, Winner may be disqualified in Sponsor’s sole discretion, and an alternate Winner may then, in Sponsor’s sole discretion, be selected from the remaining Entries.

ODDS

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

PRIZE(S)

Sponsor will be awarding three (3) Grand Prizes in this Sweepstakes to three (3) separate Winners. Winner will receive as “**Prize**” one lump sum payment of \$53,000 plus a tax gross up of \$16,736.84. The approximate retail value (“ARV”) of this Prize is \$69,736.84. Sponsor does not guarantee that the tax gross up will cover Winner’s respective tax liability.

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

Winners will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the Prize they receive. The total approximate retail value (“ARV”) is listed above and the value of any Prize awarded to a Winner may be reported for tax purposes as required by law. The Winners

must provide Sponsor with a valid social security number before the Prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner. Unclaimed Prize(s) will be forfeited.

PUBLICITY RELEASE

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

TAMPERING WITH SWEEPSTAKES

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

WAIVERS, DISCLAIMERS AND RELEASES

By participating, entrants agree to be bound by the Official Rules and the decisions of the Sponsor (including, without limitation, regarding qualification of entrants and Winners and interpretation of these Official Rules). By participating in the Sweepstakes, entrants agree to release, discharge and hold harmless Sponsor and each of its respective parents, and each of its subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize providers and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties"): from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' or Winners' participation in the Sweepstakes and/or related to any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of

infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize). Without limiting the generality of the foregoing, entrants agree that Released Parties: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any entity furnishing services, products or accommodations ("Suppliers") as a part of the Prizes provided in connection with the Sweepstakes; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued Prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Sweepstakes Website or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a Supplier that may be sent along with a Prize. Sponsor is not responsible for the actions of entrants or Winners in connection with the Sweepstakes, including entrants' or Winners' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. By participating in this Sweepstakes, entrants hereby agree to irrevocably release and hold the Released Parties harmless from and against all losses, damages, liabilities, claims, actions, proceedings, or judgments arising out of or relating to entrants' Entry or participation in this Sweepstakes or in connection with (including any use or misuse) of any Prizes awarded hereunder. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. **Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."** The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

SUSPENSION / MODIFICATION / TERMINATION

Sponsor reserves the right, in its sole discretion, to extend the Sweepstakes Period by posting notice on www.53.com. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions,

riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes. Sponsor additionally reserves the right, in its sole discretion: (1) to modify, suspend or terminate the Sweepstakes should anything corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes (including, without limitation, holding an alternative drawing of entrants Sponsor believes to be eligible that it does not determine should be disqualified); or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Sweepstakes; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner. Entrants agree to check www.53.com prior to the end of the Sweepstakes Period for any changes, and to ensure that there is no need to re-enter.

GOVERNING LAW / LIMITATION OF LIABILITY

VOID WHERE PROHIBITED BY LAW. All federal, state and local laws and regulations apply. By participating, entrants agree to be bound by the Official Rules, the Sweepstakes Website Terms of Use (if any), and the decisions of the Sponsor and Judges which are final and binding in all respects. **The Sweepstakes and these Official Rules shall be construed and governed in accordance with the laws of the State of Ohio.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and procedures or subsequent versions thereof ("AAA RULES"). The AAA Rules for Selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Ohio. All proceedings brought pursuant to this paragraph will be conducted in Hamilton County, Ohio.

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

MISCELLANEOUS

The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

IDENTIFICATION OF SPONSOR

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

LIST OF SWEEPSTAKES WINNER(S)/OFFICIAL RULES REQUESTS

To receive a list of Winner(s), send a stamped self-addressed envelope to: Love, Fifth Third Small Business Sweepstakes Winners List, Fifth Third Bank, 38 Fountain Square Plaza, MD 10905H, Cincinnati, OH 45263. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: Love, Fifth Third Small Business Sweepstakes Official Rules, Fifth Third Bank, 38 Fountain Square Plaza, MD 10905H, Cincinnati, OH 45263 prior to the end of the Sweepstakes Period. Vermont residents may omit return postage with Official Rules requests.

PRIVACY POLICY AND TERMS OF USE

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

//END OFFICIAL RULES//

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These Official Rules and the Sweepstakes may include trademarks and service marks of the Sponsor and/or third parties. References to trademarks and/or names of parties producing Prizes or related products or services are not an endorsement and are not intended to designate an association with Sponsor.

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