# The "Prosperidad Latina" Sweepstakes OFFICIAL RULES

NO PURCHASE, PAYMENT OR FINANCIAL DISCLOSURE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR FINANCIAL DISCLOSURE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW.

**ELIGIBILITY:** The person who submits the Entry will be referred to herein as "Nominator" and/or "Entrant." The person who the entrant is nominating will be referred to herein as the "Nominee." **Nominators and Nominees must be:** a legal resident of the fifty (50) United States or District of Columbia ("D.C.") and who are eighteen (18) year of age or older at time of entry. Employees of Intuit, Inc. (the "Sponsor"), its parent company, affiliates, subsidiaries, advertising agencies, prize suppliers, Marden-Kane, Inc. and the immediate families (spouse, parents, children, siblings and their respective spouses) (collectively "Releasees") and individuals living in the same household as such employees or an Entrant who has won a prize within two (2) years of having received said prize are not eligible to enter or win a prize. Sweepstakes is subject to all applicable federal, state and local laws. Void in Puerto Rico and where prohibited by law.

ENTRY PERIOD: The "Prosperidad Latina" Sweepstakes (the "Promotion") begins on September 19, 2023 at 9:00:00 a.m. Pacific Time ("PT") and ends on October 15, 2023 at 11:59:59 p.m. PT (the "Promotion Period") which is further divided into four (4) Weekly Periods (each a "Weekly Period") as set forth in the Chart below. For purposes of this Sweepstakes, a "day" is defined as a 24-hour period beginning at 12:00:00 AM PT and ending at 11:59:59 PM PT, except for the first day of the Sweepstakes, where a day is defined as beginning at 9:00:00 AM ET and ending at 11:59:59 PM PT. For purposes of this Sweepstakes, a "week" is defined as a 7-day period beginning on Tuesday and ending on Monday, except for the last week of the Sweepstakes, where a week is defined as a 6-day period beginning on a Tuesday and ending on Sunday. The Sponsor's computer, or that of its designee, runs the official clock for the Promotion and will solely determine the time by which an entry is received.

### Weekly Periods, Drawings & Prize Details Chart (the "Chart")

All dates are 2023

The end time for each End Date is 11:59:59 pm PT.

WEEKLY PERIOD	START DATE	END DATE	DRAWING DATE	NUMBER OF WINNERS	PRIZES
1	9/19	9/25	9/28	1 Nominator 1 Nominee	Nominator \$2,500 cash Nominee: \$2,500 cash
2	9/26	10/2	10/5	1 Nominator 1 Nominee	Nominator \$2,500 cash Nominee: \$2,500 cash
3	10/3	10/9	10/12	1 Nominator 1 Nominee	Nominator \$2,500 cash Nominee: \$2,500 cash
4	10/10	10/15	10/19	1 Nominator 1 Nominee	Nominator \$2,500 cash Nominee: \$2,500 cash

#### **HOW TO ENTER:**

In honor of Hispanic Heritage Month Intuit invites you to nominate someone that has empowered and helped you to prosper creating a positive impact in your life. To submit an entry:

- Go to https://blog.turbotax.intuit.com/prosperidadlatina/;
- 2. Complete the required information on the entry form, which may include, among other things, full name, e-mail address and telephone number (which will only be used to contact you if you are a winner);
- 3. Select a photo that you own that has both you <u>and</u> the person you are Nominating;
- 4. Select your favorite social filter to apply to your photo:
- 5. Tell us how this person has helped you to prosper or succeed; and
- 6. Hit the "SUBMIT" button.

You <u>cannot</u> nominate yourself or a public figure. The person that you Nominate must be someone that you personally know.

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Entries submitted will not be judged. The winner will be selected via a random drawing as detailed in the "Random Drawing" section below. If the Sponsor determines that the content of the Entry does not comply with the Guidelines and Content Restrictions, the Entry will not be eligible for any prize consideration and may be withdrawn without notice from the Sweepstakes at any time at the sole discretion of the Sponsor and/or Administrator.

LIMITATIONS: There is a maximum limit of five (5) entries/nominations per person/email address per day. For purposes of clarity an Entrant may earn up to a maximum total of one hundred fifty-five (155) entries throughout the entire Promotion Period if Entrant submit five (5) entries each day. Each entry/nomination <u>must</u> be unique and different – contain an image of a different person who has helped you prosper and/or succeed. For purposes of clarity, you cannot submit the same person using a different image. Entries received in excess of the entry limit stated herein will be disqualified. By submitting an entry, Entrant agrees to comply with the Sweepstakes Official Rules. Entries may only be submitted by a single Entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator's sole discretion, will be disqualified from the Sweepstakes. Decisions of the Sponsor and/or Administrator are final and binding. Use of any automated system to participate is prohibited and will result in disqualification. Multiple Entrants are not permitted to share the same email account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified.

By submitting an Entry, you agree that your Entry conforms to the Guidelines and Content Restrictions below and Sponsor and/or Administrator, in its sole discretion, and without notice, may remove your Entry and disqualify you from the Sweepstakes if it determines that your Entry fails to conform to the Guidelines and Content Restrictions or otherwise with the terms of these Official Rules. Entry must not contain material that violates or infringes another's rights, including, but not limited to privacy, publicity or intellectual property rights, or constitutes copyright infringement; not disparage Sponsor or any other person or party affiliated with the Sweepstakes; not promote any cause other than the Sweepstakes' theme; not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor, at Sponsor's sole discretion); and not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor, at Sponsor's sole discretion) (all of the foregoing prohibited material is "Ineligible Content").

The name of the person submitting the entry must be the authorized account holder of such email account, otherwise the entry may be deemed void. In the event of a dispute over the identity of a potential winner, the entry will be declared made by the authorized holder of the email account used for entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email account. It is the sole responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes his or email account during the Promotion Period. Proof of submission of entry does not constitute proof of delivery of entry. All entries become the property of Sponsor.

PRIZES: Sweepstakes Prizes: Four (4) Grand Prizes (one (1) per Weekly Entry Period): The Entrant (the Nominator) and the Nominee (the person who the Nominator's entry is about) will each receive \$2,500 cash. Prizes awarded in the form of a check made payable to the winners. Total Retail Value of all prizes: \$20,000. For purposes of clarity the Nominator will receive one \$2,500 check and the Nominee will receive one \$2,500 check. No transfers or substitution of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. Winners are responsible for the payment of all taxes on the prize. The odds of winning the Prize depend on the total number of eligible entries received. In no event will more prizes be awarded than those listed in these Official Rules. There is a limit of one (1) prize per person, household, mailing address on file with the IRS. Prize Frequency Limits: An individual may not win more than one (1) time in any two-year period in any promotion Sponsored by Intuit or Intuit-owned brand. Only one (1) winner per household is permitted in any Contest or Sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year.

RANDOM DRAWINGS: A random drawing to select Weekly Period prize winners will be conducted on or about each of the drawing dates stated in the Chart above (each, a "Drawing Date") from among all eligible entries received by the end date for that Weekly Period and the non-winning entries received during prior Weekly Periods. All drawings will be conducted under the supervision of Marden-Kane, Inc., (the "Administrator"), who is an independent judging organization whose decisions are final and binding in all matters relating to the Sweepstakes. Subject to verification of eligibility and compliance with these Official Rules, the potential winners will be declared the official winners of the Sweepstakes.

WINNER NOTIFICATION AND VERIFICATION: Nominator's and/or Nominee's (a "potential winner" and/or "Winner") are not deemed a winner of any prize, even if the winning notification should so indicate, unless and until (i) the Nominator's and/or Nominee's eligibility has been verified, (ii) all requirements determined by the Sponsor in order to claim his/her prize have been fulfilled and (iii) the Nominator's and/or Nominee's have been notified that the acceptance and verification process is complete. The Potential Nominator's and/or Nominee's will be notified on or about the drawing dates specified in the Chart above. The Administrator will contact each potential winner via email and/or phone on or about the Drawing Date listed in the Chart above. Potential Winners will be required to complete and sign an Affidavit of Eligibility and Liability Release and where legal, a Publicity Release (collectively the "Affidavit") and an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the IRS, as required by law. The Sponsor may, in its sole discretion, request any additional documentation needed to verify a winner. Completed paperwork must be returned within five (5) days from prize notification date or the prize will be forfeited and may be awarded to an alternate potential winner. If any potential winner cannot be contacted, or the failure to timely return any documents requested, return of prize or prize notification as undeliverable, or noncompliance with these Official Rules or the potential winner declines the prize for any reason will result in such potential winner being disqualified and the prize will be forfeited. Sponsor shall have no further obligation to a potential winner who is disqualified, and an alternate potential winner may be selected from among all remaining eligible entries received at Sponsor's discretion. Prizes must be accepted as awarded. If the prize is won by an eligible individual who is not of the legal age of majority in the state of residence ("minor"), the required documents must be confirmed and signed by Winner's parent or legal guardian.

GENERAL CONDITIONS: Use of any automated entry software is prohibited. Electronically reproduced, mechanically reproduced, illegible, incomplete, or inaccurate entries are void. By participating, Entrants agree to comply with these Official Rules including all eligibility requirements. Decisions of the Sponsor/Administrator will be final and binding on all matters relating to this Promotion. By entering the Promotion, Entrants, agree to the use by Sponsor and its designees of their names, entry submission, and photographs/likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation except where prohibited by law. In no event will more prizes be awarded than those listed in these Official Rules. Any questions, comments or complaints regarding the Promotion are to be directed to the Sponsor at the address below. U.S. law governs this Promotion. Notice to online participants: Internet access and usage charges applicable to a participant's account, including access charges and/or any usage charges applicable under participant's Internet pricing plan and any applicable taxes will continue to apply while a participant is online in connection with this Promotion, and will be the sole responsibility of such participant. Any attempt by an Entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek damages and/or other remedies 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 or any other provision.

**LIMITATION OF LIABILITY AND RELEASE OF CLAIMS:** By participating in the Promotion, Entrants agree to release, indemnify and hold harmless Releasees, and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Promotion or acceptance, possession, use, misuse or nonuse of the prize (including any travel or travel-related activity thereto) that may be awarded. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes or in any Promotion related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Promotion is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Promotion, the Sponsors reserve the right at their sole discretion to disqualify any individual (and void his/her entry and/or prevent him/her from future participation) who tampers with the entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Promotion, or to terminate the Promotion and at Sponsor's discretion conduct the drawing to award the prizes using all eligible non suspect transactions and entries received as of the termination date. As a condition of entering the Promotion, Entrants agree that: a.) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b.) all causes of action arising out of or connected with this Promotion, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any

and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall Entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at their discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**DISPUTES:** Most disagreements can be resolved informally and efficiently by contacting Intuit.

YOU AND SPONSOR AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT (A "CLAIM") WILL BE DETERMINED BY BINDING ARBITRATION OR SMALL CLAIMS COURT, INSTEAD OF IN COURTS OF GENERAL JURISDICTION.

<u>Small Claims Court.</u> Either you or Sponsor can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Sponsor may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

<u>Arbitration.</u> Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your Services.

Notice of Claim. If you elect to seek arbitration, you must first send to Sponsor a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to Sponsor should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Sponsor to use to contact you. If Sponsor elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Sponsor, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

<u>Informal Resolution.</u> You and Sponsor agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Sponsor therefore agree that, after a Notice of Claim is sent but before either you or Sponsor commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Sponsor is represented by counsel, its counsel may participate in the conference as well, but Sponsor agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

Commencing Arbitration or Small Claims Proceedings. If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or Sponsor may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and Sponsor are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with Sponsor during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Sponsor agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association ("AAA") will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879, except as modified by this Agreement. Unless Sponsor and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.

<u>Arbitration Proceedings: Arbitrators.</u> The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties from the AAA's

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National Roster of arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided in Section 14(i) below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

Arbitration Proceedings: Administrative Conference. The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a Sponsor company representative shall appear at the administrative conference via telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

Arbitration Proceedings: Decisions. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Sponsor will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

<u>Injunctive and Declaratory Relief.</u> Except as provided in Section 14(b) above, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Sponsor and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Sponsor prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would be issued with no deference to the arbitrator.

Arbitration Fees and Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Sponsor will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Sponsor will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Sponsor, and you and Sponsor waive any objection to such fee modification.

Class Action Waiver. YOU AND SPONSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and Sponsor agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Sponsor believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this Section 14(i), then you agree that Sponsor may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Section 14 (Disputes) shall be null and void.

<u>PRIVACY:</u> Information collected from Entrants is used only for the purpose of awarding prizes, operating the Sweepstakes consistent with the Official Rules and to notify Winners, and will not be re-used, sold or shared in any manner by Sponsor or any third parties *unless Entrant has opted-in to receive additional information and promotional material from Sponsor or a third party.* Once the Sweepstakes, including any known or unknown extensions of the Sweepstakes, has ended, all information supplied by Entrants will be removed from the database.

<u>WHO WON:</u> To request the name of the Winners, send an e-mail with subject line: Prosperidad Latina Winners to Winnerslist@mkpromosource.com. Requests must be received no later than October 30, 2023. The list will be sent when all drawings have been conducted and the Winners verified.

<u>GOVERNING LAW:</u> All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Promotion shall be governed by the laws of the state of California, without giving any effect to any choice of law or conflict of law rules. Any dispute shall be resolved in a court of law in Santa Clara County, California.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**ENTRANT INFORMATION:** Your information will be collected in accordance with Intuit's privacy policy available at <a href="https://security.intuit.com/privacy/">https://security.intuit.com/privacy/</a>.

<u>SPONSOR:</u> Intuit, Inc. Please direct sponsor inquiries to Intuit, ATTN: Prosperidad Latina Sweepstakes Team, 7535 Torrey Santa Fe Rd., SDG-3A-03-01al, San Diego, CA, 92129.

ADMINISTRATOR: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416.

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