

The Prudential Beta Babies Giveaway Terms and Conditions

The Prudential Beta Baby Bonus Giveaway is exclusively available to parents of babies born in the 50 United States and the District of Columbia. It does not apply to babies born in any US territories, including but not limited to Puerto Rico, Guam, the U.S. Virgin Islands, the Northern Mariana Islands, and American Samoa. This Giveaway is governed exclusively by the laws of the United States. You are not authorized to participate in the Giveaway if you are not located within the 50 United States or the District of Columbia.

Please read these terms carefully, as they govern your participation in the Prudential Beta Baby Bonus Giveaway (the “Giveaway”), as well as your use of any web sites associated with the Giveaway.

1. Giveaway Dates. Giveaway begins at **12:00:00 AM Eastern Time (“ET”)** on **January 1, 2025**, and ends at **11:59:59 PM ET** on **April 30, 2025** (“Giveaway Period”).

2. Eligibility. Giveaway is open to individuals legally residing in the 50 U.S. and D.C., who are at least 18 years of age and older and the age of majority in their state of primary residence (19 in Alabama and Nebraska, 21 in Mississippi, 18 in all other states), who are the parent/legal guardian of a baby born in the 50 United States or D.C. between 12:00:00 AM and 11:59:59 PM (local time of the place of the Eligible Child’s birth) on January 1, 2025 (each, an “Eligible Parent”). Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of US Sweepstakes & Fulfillment Co. (“Administrator”) and its parent company, subsidiaries, affiliates, partners, advertising and Giveaway agencies, manufacturers or distributors of Giveaway materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. Giveaway may only be entered in or from the 50 United States and the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Giveaway if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

3. How to Enter. To enter The Prudential Beta Baby Bonus Giveaway, participants must visit www.betababybonus.com (the “Website”) during the Giveaway Period and complete the following steps to submit an entry:

a. Follow the instructions to create an account at the Website including providing your name, email address, home address and phone number (the “Registration”). Participation requires a street address (no P.O. Boxes) of your primary residence;

b. Watch the “Protecting the Next Generation” video in its entirety to progress to the submission of your child born in the 50 United States or D.C. between 12:00:00 AM ET and 11:59:59 PM ET on January 1, 2025 (“an Eligible Child”);

c. After completing the Video or upon logging in to the Website and clicking the Upload a Birth Certificate button, provide the full, legal First and Last Name of your Eligible Child, upload a legible scan or photograph of a certified copy of such Eligible Child’s U.S. birth certificate (each,

a “Birth Certificate”), upload a document confirming proof of residency (allowable documents are listed below, and click the Submit button (an “Entry”). Only a certified copy of an Eligible Child’s Birth Certificate will be accepted; other documents or any non-certified copies will be rejected.

d. The following documents are acceptable for proof of residency and must be dated no more than two (2) months prior to submission (final determination as to whether a document complies is at the sole discretion of Sponsor): receipt for the rent or lease of a residence, record from a public utility for a service address, bank or credit card statement, employment check stub, record, or receipt or bill requesting payment. Any document submitted must include the name of the entrant along with the complete mailing address for the entrant.

e. In the event you have multiple Eligible Children, you may repeat Step 3.c. to submit another Entry for a different Eligible Child.

To be eligible for the Giveaway, your Registration and Entry(ies) must be received during the Giveaway Period. Limit: One (1) Entry per Eligible Child. Only the first Entry received from an eligible parent or legal guardian for a given Eligible Child will be valid. All subsequent Entries associated with that Eligible Child will be void, disqualified and ineligible for the Offer. In the event of a dispute as to whether a person is an eligible parent or legal guardian and/or an Eligible Child (including a challenge to such status by a third party) or regarding proof of residency, (i) Sponsor’s decision regarding such dispute shall be final and binding, and (ii) Sponsor reserves the right, in their sole discretion, to request additional documentation from such person and/or disqualify such person from the Giveaway.

No automated entry devices and/or programs permitted. Documentation that has been modified in any way will be void. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

4. Entry Review/Approval. Review of submitted Entries will be conducted by representatives of the Administrator and/or Sponsor to confirm eligibility. In the event any Entry’s corresponding Birth Certificate is not a certified copy of the Birth Certificate, an Entry is incomplete, invalid, unintelligible, illegible, tampered with, irregular, mechanically reproduced or inaccurate, or does not otherwise comply with these Terms and Conditions, such Entry, as determined by the Sponsor and/or Administrator in their sole discretion, will be rejected. Sponsor reserves the right to ask a potential parent or legal guardian to provide proper and/or additional documentation to verify any Entry but is under no obligation to do so. Such request will be sent via email from the Website indicating the reason for the rejection as well as showing in the My Entries page of the Website and a new Entry for such Eligible Child may be submitted using the process in step 3.c. above. All resubmissions must be completed within five (5) days of the notification of such Entry being rejected or the end date of the Giveaway Period, whichever is later. In the event that a potential parent or legal guardian does not qualify (e.g., because the potential Eligible Parent or Legal Guardian is ineligible, the potential Eligible Child is ineligible, there is inadequate documentation, etc.), then such person will forfeit their opportunity to receive the Award. All decisions of Administrator and Sponsor are final and binding.

5. Awards. Each eligible participant that complies with the above-described requirements and is verified by Sponsor/Administrator will receive \$150 awarded in the form of a check. Awards are limited by anticipated number of babies born in the U.S. each day according to recent CDC figures, and will be distributed on a first-come, first-served basis until exhausted.

Award is non-transferable. No substitutions. In the case of unavailability of Award, Sponsor reserves the right to substitute an Award of equal or greater value. All taxes and unspecified expenses are the responsibility of Award recipient(s). Awards will be issued to the parent or legal guardian of the Eligible Child for the corresponding approved Entry via U.S. mail within 75 days of the end of the Giveaway Period or approval, whichever is later.

All federal, state, and local taxes, fees, and surcharges on any Award are the sole responsibility of recipient of the Award. Participants receiving a total value of Awards of \$600 or more will be required to complete an IRS Form W-9 for the cumulative value of the Awards received and be issued an IRS Form 1099-MISC early in the year following the year in which Award was received for filing with their federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on Award recipient's tax bracket.

6. Conditions. All federal, state and local taxes are the sole responsibility of the Award recipient(s). Participation in the Giveaway and acceptance of Award constitutes Award recipient's permission for the Released Entities (as defined below) to use their name, their Eligible Child's name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Award recipient regarding the Giveaway or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants acknowledge that the Released Entities are not required to compensate or credit such participants or anyone else in connection with these Terms and Conditions or any such use. Notwithstanding the foregoing, in the event such materials are used in such a manner as to be subject to the jurisdiction of any SAG-AFTRA collective bargaining agreement, participants agree to execute a standard scale contract and accept minimum scale compensation for such use. By entering, participants further agree that any and all materials produced and/or resulting from these Terms and Conditions shall be owned exclusively by Sponsor and participants shall have no rights, title, or interest in or to such materials. If for any reason any of the foregoing does not vest in Sponsor, participants hereby assign to Sponsor all right, title and interest in and to the same. If participant should receive any print, negative, or other copy thereof, participants shall not use nor authorize its use by anyone else. Participants hereby waive my right to inspect or approve any usage of any materials submitted hereunder. Nothing in these Terms and Conditions requires the Released Entities or its licensees to make any use of any materials submitted hereunder, or the rights granted herein. Participants hereby represent and warrant that they have not given any third party the exclusive right to use their name, image, voice, likeness, or performance, and are free to enter into these Terms and Conditions without conflict with any existing commitment on such participant's part; and participants release the Released Entities, any company or person employed by or related to the Released Entities, and any person or company that obtains any rights from the Released Entities, from all liabilities and claims, whether known or unknown, asserted or non-asserted, that relate in any way to the rights participants have granted to the Released Entities above including, but not limited to, those arising from or related to editorial acts, copyright,

defamation, misrepresentation, faulty reproductions, violation of right of publicity or invasion of privacy. Participants shall not make or authorize any public statement concerning the Terms and Conditions, the Giveaway, or the Released Entities without the prior consent written of the Released Entities in each instance. Participants will regard and preserve in strict confidence all information related to the business, accounting, personnel, products and services of Released Entities, its affiliates and third parties with whom they do business (“Confidential Information”) that is not otherwise publicly available, which may be obtained by me from any source as a result of the Giveaway. Participants shall not, without first obtaining the Released Entities prior written consent, disclose to any person or use for my own benefit or for the benefit of any third party any Confidential Information. If participants have entered their email addresses and selected the option to receive more information from Sponsor, participants consent to Sponsor or the Released Entities contacting them for marketing purposes. Participants understand that they may opt out at any time by clicking ‘unsubscribe’ within any of the marketing emails that Sponsor or the Released Entities now or in the future sends to Participants. By participating, participants and Award recipient(s) agree to release and hold harmless Sponsor, and each of their affiliates, partners and Giveaway and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Giveaway (including from COVID-19 or its variants), or possession, acceptance and/or use or misuse of Award or participation in any Giveaway-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Giveaway cannot take place due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Participants who do not comply with these Terms and Conditions or attempt to interfere with this Giveaway in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

7. Additional Terms. In case of dispute as to the identity of any participant, entry will be declared made by the authorized account holder of the email address submitted at time of entry, as long as such person is otherwise eligible in accordance with these Terms and Conditions. “Authorized Account Holder” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential Award recipient may be requested to provide Sponsor with proof that such Award recipient is the authorized account holder of the email address associated with their entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to enter the Giveaway, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Giveaway or downloading any materials in this Giveaway. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Giveaway should (in its sole

discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Giveaway or any related website. Sponsor may prohibit a participant from participating in the Giveaway or winning an Award if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unfair practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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.

8. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE AND/OR PARTICIPATING IN THE GIVEAWAY, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE GIVEAWAY. WITHOUT LIMITING THE FOREGOING, THIS GIVEAWAY AND ALL AWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "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."

9. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Terms and Conditions, including, without limitation, the Giveaway. Any controversy or claim arising out of or relating to these Terms and Conditions and/or the Giveaway shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be

arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New Jersey.

THESE TERMS AND CONDITIONS AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Terms and Conditions and/or in connection with the entering of any judgment on an arbitration award in connection with these Terms and Conditions and/or the Giveaway, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Newark, New Jersey. The parties agree not to raise the defense of forum non conveniens.

10. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.prudential.com/privacy/>. By participating in the Giveaway, participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. As a condition of entering the Giveaway, each participant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Administrator, for the purpose of administering this Giveaway and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information participant provides to Sponsor may be used to communicate with participant in relation to this Giveaway.

11. Sponsor. Prudential Financial, Inc., with an office and place of business at 751 Broad St, Newark NJ, 07102, USA

12. Administrator. US Sweepstakes & Fulfillment Co., 625 Panorama Trail, Suite 2100, Rochester, NY 14625.