

**Envoy Mortgage
2022 Gift of Home Campaign
Terms & Conditions - FINAL**

**ENVOY MORTGAGE 2022 GIFT OF HOME CAMPAIGN
TERMS AND CONDITIONS**

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE. VOID IN ALASKA, HAWAII, OUTSIDE THE FIFTY (50) UNITED STATES, AND WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

SPONSOR: ENVOY MORTGAGE, LTD., 10496 Katy Freeway, Suite 250, Houston, TX 77043 (the "Sponsor").

ADMINISTRATOR: PCG365, LLC, P.O. Box 1008, Manhasset, NY 11030 (the "Administrator")

CAMPAIGN DESCRIPTION: The 2022 Gift of Home Campaign ("Campaign") is a program that is being offered to help selected Envoy Mortgage customers who are first-time homebuyers who financed with VA, FHA or Bond loans closing between 2017 and 2021 with financial assistance. Throughout the Campaign, the Sponsor will select and assist up to eight (8) current Envoy Mortgage customers by providing them with a one-time payment of one (1) monthly home mortgage payment up to two thousand five hundred dollars (\$2,500) to be applied to their Envoy Mortgage loan between July and December, 2022. At the end of the Campaign, the Sponsor will select one (1) of the up to eight (8) Envoy Mortgage customers to receive an additional twelve (12) consecutive monthly home mortgage payments up to a combined total not to exceed twenty-five thousand dollars (\$25,000) between January and December 2023. All the decisions of the Sponsor and/or the Administrator shall be final and legally binding in all respects.

ELIGIBILITY: This Campaign is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are first-time home buyers and current borrowers on an Envoy Mortgage owner occupied VA, FHA or Bond Loan that closed between 2017 and 2021 and is in good standing (as defined herein), and currently occupies the home securing their Envoy Mortgage loan. An Envoy Mortgage customer in good standing is defined as a homeowner who has consistently paid their monthly home mortgage payment and is no more than one hundred twenty (120) days in forbearance at the sole discretion of the Sponsor ("Eligible Customer"). Employees, officers, and directors of Sponsor, Administrator, Agency H5, and each of their parent and affiliated companies, subsidiaries, distributors, branch locations, sales representatives, their advertising and promotion agencies, and any and all other companies associated with the Campaign (collectively, "the Campaign Entities") and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state and local laws and regulations and at the sole discretion of the Sponsor.

TIMING: The Campaign will begin on or about June 15, 2022 at 9:00 AM Central Time ("CT") and will end at 11:59:59 PM CT on December 31, 2022 ("Campaign Period").

HOW IT WORKS: Up to fifty (50) Eligible Customers will be randomly selected as participants ("Participants") during the Campaign Period. All Participants will be contacted by telephone and/or email by the Administrator ("Interview"). Each Interview may last up to twenty (20) minutes. Each Participant may be required to participate in additional Interviews via telephone and/or Zoom/Microsoft Teams app with the Administrator and Campaign Entities. Non-compliance with any of these Terms and Conditions may result in disqualification. If a Participant declines to participate in an Interview or a Participant declines his/her participation in this Campaign, that Participant will be disqualified and that Participant appointment will be assigned to an alternate Participant in random drawing from among all remaining Eligible Customers. Sponsor and Administrator are not responsible for fraudulent calls or emails made to Participants not by Sponsor or Administrator, or for any change of Eligible Customer's

email address or telephone number from that provided at the time of the Envoy Mortgage VA, FHA or Bond loan application.

PARTICIPANT INTERVIEW RESTRICTIONS: Interviews may not contain, as determined by Sponsor's sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; obscene or offensive;
- Feature celebrities, public figures or animated characters;
- Promotes irresponsible or excessive consumption of alcohol; promotes illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, trade names or copyrighted materials owned by others, except those owned by Sponsor for which Sponsor has provided Participant a limited license to use as it relates to this Campaign;
- Communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Contains competitive products of Sponsor; and/or
- Violates any law or infringes upon the rights of any other person or company.

JUDGING CRITERIA/SELECTION OF UP TO EIGHT (8) MONTHLY GIFT OF HOME RECIPIENTS:

Up to eight (8) Gift of Home recipients will be selected from among the up to fifty (50) Participants based on the following criteria: (i) Originality/Creativity of the Content featured in the Interview (0-25 points); (ii) How the Participant describes how he/she serves his/her community (0-50 points); and (iii) the Participant's overall charisma and personality demonstrated during the Interview(s) (0-25 points) (i, ii and iii, "Monthly Gift of Home Judging Criteria"). Based on the Monthly Gift of Home Judging Criteria stated herein, the top eight (8) scoring Participants will be deemed a monthly gift of home recipient (individually, a "Monthly Gift of Home Recipient", and collectively, "Monthly Gift of Home Recipients"). The Monthly Gift of Home Judging will be conducted by the Administrator and designated Campaign Entities whose decisions will be final and binding on all matters. In the event of a tie, the Participants involved in the tie will be re-judged by an additional qualified judge who will serve as a tiebreaker and who will evaluate the tied Participants according to the Monthly Gift of Home Judging Criteria stated herein.

MONTHLY GIFT OF HOME PRESENTATIONS: Up to eight (8) Gift of Home Distribution live presentations will take place at the Monthly Gift of Home Recipient's home between July 1, 2022 and November 30, 2022 ("GOH Presentation"). During a GOH Presentation, the Monthly Gift of Home Recipient will be presented with an Envoy Mortgage presentation check with his or her name on it ("Presentation Check"). The Presentation Check is not a form of legal tender and may not be deposited, exchanged, or redeemed for cash or cash equivalent. Each GOH Presentation will be conducted under the supervision of the Sponsor and Campaign Entities. Each GOH Presentation will be photographed ("GOH Presentation Photograph") and videotaped and edited ("GOH Presentation Video") and the GOH Presentation Photograph and GOH Presentation Video may be posted on Sponsor's website, social media accounts, and/or any other platform designated by Sponsor. The Sponsor, Administrator and Campaign Entities have the right to publish, display, use, adapt, edit, reproduce, copy, distribute, perform, translate, modify and/or exploit the GOH Presentation Photograph and GOH Presentation Video and to incorporate the GOH Presentation Photograph and GOH Presentation Video in other works, in any way, in commerce and in any and all markets and media worldwide now known or hereinafter invented, without time limitation and without notice or further consideration to a potential Monthly Gift of Home Recipient. Monthly Gift of Home Recipient and any individuals who participate in the GOH Presentation and appear in the GOH Presentation Photograph and/or GOH Presentation Video will be required to execute any and all documents required by Sponsor and Campaign Entities, including without limitation, an appearance release and/or publicity release (the "Release"). Failure to execute the Release upon request may result in disqualification from the Campaign and/or forfeiture of the Monthly Gift of Home Distribution, as determined by Sponsor in their sole discretion. If any individual is a minor, Monthly Gift of Home Recipient must be such minor's parent or legal guardian and must execute and return the Release on such minor's behalf.

Each Monthly Gift of Home Recipient and any individual appearing in the GOH Presentation Photograph and/or GOH Presentation Video acknowledges and agrees that he/she/they will have no creative or financial involvement or input in the production of the GOH Presentation Photograph and the GOH Presentation Video and will not receive any initial or residual payment or compensation for such Photograph or Video. These Terms and Conditions do not constitute an employment agreement. The Sponsor and Campaign Entities reserve the right not to post any or all GOH Presentation Photographs or GOH Presentation Videos for any reason whatsoever at its sole discretion.

UP TO EIGHT (8) MONTHLY GIFT OF HOME DISTRIBUTIONS: Up to eight (8) Gift of Home Recipients will each receive (i) one (1) check made payable to each Gift of Home Recipient in the amount of his/her month current VA, FHA or Bond loan payment up to two thousand five hundred dollars (\$2,500) ("Monthly Loan Payment"); and (ii) one (1) check made payable to each Gift of Home Recipient in the amount of five hundred dollars (\$500) as tax assistance (i and ii, collectively defined as "Monthly Gift of Home Distribution"). **The approximate retail value ("ARV") of each Monthly Gift of Home Distribution is up to \$3,000.** In the event the one (1) month VA, FHA or Bond loan payment is less than \$2,500, Sponsor will only pay the amount of the Monthly Gift of Home Recipient's actual Monthly Loan Payment plus \$500 as the Monthly Gift of Home Distribution and the Monthly Gift of Home Recipient will not receive any additional compensation. All Monthly Gift of Home Recipients will be required to submit the most current loan statement for their Envoy Mortgage loan from the lending institution to Sponsor and Administrators prior to Monthly Gift of Home Distribution fulfillment.

JUDGING CRITERIA/SELECTION OF ONE (1) DECEMBER GRATITUDE EVENT RECIPIENT: One (1) December Gratitude event recipient ("December Gratitude Event Recipient") will be selected from among the up to eight (8) Monthly Gift of Home Recipients based on the following criteria: (i) The Monthly Gift of Home Recipient's compelling story for efforts in helping his/her community (0-50 points); and (ii) the Monthly Gift of Home Recipient's overall charisma and personality demonstrated during the GOH Presentation (0-50 points) (i, and ii, "December Gratitude Event Judging Criteria").

DECEMBER GRATITUDE EVENT PRESENTATION: The December Gratitude Event Presentation will take place at a location on a date each designated by Sponsor between December 1 and 20, 2022 ("DGE Presentation"). During the DGE Presentation, the December Gratitude Event Recipient will be presented with an Envoy Mortgage Presentation Check with his or her name on it. The Presentation Check is not a form of legal tender and may not be deposited, exchanged, or redeemed for cash or cash equivalent. The DGE Presentation will be conducted under the supervision of the Sponsor and Campaign Entities. The DGE Presentation will be photographed ("DGE Presentation Photograph") and videotaped and edited ("DGE Presentation Video") and the DGE Presentation Photograph and DGE Presentation Video may be posted on Sponsor's website, social media accounts, and/or any other platform designated by Sponsor. The Sponsor, Administrator and Campaign Entities have the right to publish, display, use, adapt, edit, reproduce, copy, distribute, perform, translate, modify and/or exploit the DGE Presentation Photograph and DGE Presentation Video and to incorporate the DGE Presentation Photograph and DGE Presentation Video in other works, in any way, in commerce and in any and all markets and media worldwide now known or hereinafter invented, without time limitation and without notice or further consideration to the December Gratitude Event Recipient. The December Gratitude Event Recipient and any individuals who participate in the DGE Presentation and appear in the DGE Presentation Photograph and/or DGE Presentation Video will be required to execute any and all documents required by Sponsor and Campaign Entities, including without limitation, the Release. Failure to execute the Release upon request may result in disqualification from the Campaign and/or forfeiture of the December Gratitude Event Gift, as determined by Sponsor in their sole discretion. If any individual is a minor, the December Gratitude Event Recipient must be such minor's parent or legal guardian and must execute and return the Release on such minor's behalf.

The December Gratitude Event Recipient and any individual appearing in the DGE Presentation Photograph and/or DGE Presentation Video acknowledges and agrees that he/she/they will have no creative or financial involvement or input in the production of the DGE Presentation Photograph and the DGE Presentation Video and will not receive any initial or residual payment or compensation for such Photograph or Video. These Terms and Conditions do not constitute an employment agreement. The

Sponsor and Campaign Entities reserve the right not to post any or all DGE Presentation Photographs or DGE Presentation Videos for any reason whatsoever at its sole discretion.

ONE (1) DECEMBER GRATITUDE EVENT GIFT: The December Gratitude Event Recipient will receive (i) twelve (12) consecutive monthly home mortgage payments made payable to the December Gratitude Event Recipient as reimbursement for his or her twelve (12) consecutive Monthly Loan Payments up to a combined value of twenty-five thousand dollars (\$25,000) during 2023 beginning in January, 2023 and ending in December 2023; and (ii) one (1) check made payable to the December Gratitude Event Recipient in the amount of seven thousand dollars (\$7,000) as tax assistance (i and ii, "December Gratitude Event Gift"). **The ARV of the December Gratitude Event Gift is up to \$32,000.** In the event the total amount of the twelve (12) consecutive Monthly Loan Payments is less than \$25,000, Sponsor will only pay the actual amount of the twelve (12) consecutive Monthly Loan Payments and the December Gratitude Event Recipient will not receive any additional compensation.

TOTAL ARV OF MONTHLY GIFT OF HOME DISTRIBUTIONS AND THE DECEMBER GRATITUDE EVENT GIFT: UP TO \$56,000. ALL EXPENSES, FEDERAL, STATE AND LOCAL TAXES AND COSTS ASSOCIATED WITH ACCEPTANCE AND USE OF THE MONTHLY GIFT OF HOME DISTRIBUTIONS AND THE DECEMBER GRATITUDE EVENT GIFT NOT SET FORTH IN THESE TERMS AND CONDITIONS ARE THE OBLIGATION OF THE MONTHLY GIFT OF HOME RECIPIENTS AND THE DECEMBER GRATITUDE EVENT RECIPIENT. No cash or any substitution of any Monthly Gift of Home Distribution or December Gratitude Event Gift is permitted. Sponsor is solely responsible for providing the Monthly Gift of Home Distributions and the December Gratitude Event Gift. **LIMIT ONE (1) MONTHLY GIFT OF HOME DISTRIBUTION PER HOUSEHOLD.** Monthly Gift of Home Distributions and December Gratitude Event Gift are being offered are provided "as is" with no warranty or guarantee either express or implied by Sponsor.

RIGHT TO USE ALL PARTICIPATION MATERIALS: By participating in the Interview(s), GOH Presentation and December Gratitude Event, each Participant, Monthly Gift of Home Recipient and December Gratitude Event Recipient (1) grants Sponsor, Administrator and the Campaign Entities a worldwide, irrevocable, exclusive, assignable, transferable, unqualified, unrestricted, royalty-free license and right to edit, modify, publish, use, reuse, distribute, display, copy and otherwise exploit the Interview, or any part thereof (with or without the Participant's name, city and state), and any materials based thereon or derived therefrom, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in the commercial packaging, production of any merchandise to be sold commercially and point-of-sale materials, or for promotion, marketing or advertising of Sponsor, or any Campaign Entity, each of their respective brands and/or products in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the Participant, Monthly Gift of Home Recipient and/or December Gratitude Event Recipient, except where prohibited by law. This license expressly includes a right (but not the obligation) for Sponsor, Administrator and Campaign Entities to modify the content in any Interview, GOH Presentation and December Gratitude Event, or to remove any third-party intellectual property. Sponsor, Administrator and the Campaign Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter any Interview of a Participant, GOH Presentation Photograph, GOH Presentation Video, DGE Presentation Photograph or DGE Presentation Video of a Monthly Gift of Home Recipient or the December Gratitude Event Recipient that should occur during the Campaign for any purpose which Sponsor, Administrator or Campaign Entity deem(s) necessary or desirable, and each Participant, Monthly Gift of Home Recipient and December Gratitude Event Recipient: 1) irrevocably waives any and all so-called moral rights he/she may have therein; and 2) warrants and represents that use of a Participant's Interview, Monthly Gift of Home Recipient's GOH Presentation and/or December Gratitude Event Presentation as described herein will not violate any law or infringe upon the rights, title, claim or interest of any third party. If, in the sole discretion of Sponsor, a Participant's Interview, Monthly Gift of Home Recipient's GOH Presentation or the December Gratitude Event Recipient's Presentation violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Terms and Conditions or is deemed inappropriate, the Sponsor and/or Administrator may disqualify the Participant, Monthly Gift of Home Recipient or the December Gratitude Event Recipient.

GENERAL CONDITIONS: Except as otherwise provided in these Terms and Conditions, or prohibited by law, by participating in this Campaign, each Participant, Monthly Gift of Home Recipient and the December Gratitude Event Recipient: (1) agrees to be bound by these Terms and Conditions; (2) agrees to release Sponsor and Administrator from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death (except where caused by negligence) arising out of participating in this Campaign, or the acceptance, possession, use or misuse of any Monthly Gift of Home Distribution and/or the December Gratitude Event Gift and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) acknowledges that Sponsor has neither made nor are responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any Monthly Gift of Home Distribution and/or the December Gratitude Event Gift, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor may terminate the Campaign or decide to modify it in any manner that it deems fair and equitable to Participants if it becomes aware of any occurrence that would materially affect the Campaign's security and fairness.

LIABILITY & RELEASE: Except as otherwise provided in these Terms & Conditions or prohibited by law, by participating in this Campaign, each Participant, Monthly Gift of Home Recipient and the December Gratitude Event Recipient agrees to release and hold harmless Sponsor from and against any claim or cause of action arising out of participation in the Campaign or receipt or use of any Monthly Gift of Home Distribution and/or the December Gratitude Event Gift hereunder, including, but not limited to: (a) unauthorized human intervention in the Campaign; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) lost, late, postage due, misdirected, or undeliverable mail; (d) errors in the administration of the Campaign, the processing and handling of the Participants' Interview(s); or (e) injury or death to a person(s) (except where caused by Sponsor's gross negligence) or damage to property which may be result, directly or indirectly, in whole or in part, from Participant's, Monthly Gift of Home Recipient's or the December Gratitude Event Recipient's participation in the Campaign; or Monthly Gift of Home Recipient's and/or the December Gratitude Event Recipient's receipt, acceptance, use &/or enjoyment of any Monthly Gift of Home Distribution or the December Gratitude Event Gift. Except as otherwise provided in these Terms and Conditions or prohibited by law, by participating in this Campaign, each Participant, Monthly Gift of Home Recipient and the December Gratitude Event Recipient agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Campaign, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual outofpocket costs incurred, including costs associated with participating in this Campaign, but in no event will attorneys' fees be awarded or recoverable; and (iii) under no circumstances will any Participant, Monthly Gift of Home Recipient or the December Gratitude Event Recipient be permitted to obtain any award for, and each Participant, Monthly Gift of Home Recipient and the December Gratitude Event Recipient hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual outofpocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Except as otherwise provided in these Terms and Conditions or prohibited by law, Sponsor is not responsible for any typographical or other error in the printing of this Campaign, the administration of the Campaign or in the announcement of any Monthly Gift of Home Distribution and/or the December Gratitude Event Gift, including such error as may give an erroneous indication that a Monthly Gift of Home Distribution or the December Gratitude Event Gift will be allocated. Except as otherwise provided in these Terms and Conditions or prohibited by law, by participating in the Campaign, each Participant, Monthly Gift of Home Recipient and the December Gratitude Event Recipient agrees to defend, indemnify and hold harmless the Sponsor from and against any and all claims, demands, liability, damages or causes of action (however named or described) losses, costs or expenses, with respect to or arising out of or related to Participant's, Monthly Gift of Home Recipient's and the December Gratitude Event Recipient's participation in the Campaign. In the event the integrity and/or feasibility of the Campaign is undermined by any event including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event), the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without notice or further obligation. If the Sponsor, in its discretion, elects to abbreviate, cancel or terminate the

Campaign as a result of a Force Majeure event, the Sponsor, reserves the right, but shall have no obligation, to distribute any or remaining Monthly Gift of Home Distributions or the December Gratitude Event Gift at the time of the Force Majeure event. **ANY ATTEMPT BY ANY PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE CAMPAIGN IS 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 TERMS AND CONDITIONS SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

Participants, Monthly Gift of Home Recipients and the December Gratitude Event Recipient 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 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." Participants, Monthly Gift of Home Recipients and the December Gratitude Event Recipient acknowledge that the releases herein 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. By participating in this Campaign, Participants, Monthly Gift of Home Recipients and the December Gratitude Event Recipient agree that information collected from them may be used by Sponsor in a manner that is consistent with the Sponsor's Privacy Policy located at <https://www.envoymortgage.com/privacy-policy>.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms and Conditions 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 Terms and Conditions will not constitute a waiver of that provision. Participants, Monthly Gift of Home Recipients and the December Gratitude Event Recipient agree to waive any rights to claim ambiguity of these Terms and Conditions. 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Campaign-related materials, privacy policy or terms of use on any website, social media platform or application and/or the Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.