

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

**ENVOY MORTGAGE 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 Gift of Home Campaign ("Campaign") is a program that is being offered to help selected existing Envoy Mortgage customers with financial assistance. At the beginning of the Campaign, one (1) current Envoy Mortgage customer will be selected and Sponsor will provide him/her with twelve (12) consecutive monthly home mortgage payments up to a combined total of seventeen thousand one hundred fifty dollars (\$17,150) to be applied to their Envoy Mortgage loan during 2021 and January, 2022. Throughout the Campaign, the Sponsor will select and assist up to forty-nine (49) current Envoy Mortgage customers by providing them with a one-time payment of one (1) monthly home mortgage payment up to two thousand five dollars (\$2,500) to be applied to their Envoy Mortgage loan between February and August, 2021. 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 current borrowers on an Envoy Mortgage owner occupied FHA or VA Loan in good standing (as defined herein). 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, Likeable 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 December 21, 2020 at 9:00 AM Central Time ("CT") and will end at 11:59:59 PM CT on June 30, 2021 ("Campaign Period").

HOW IT WORKS: Up to one hundred six (106) Eligible Customers will be randomly selected as Participants during the Campaign Period. During the first month of the Campaign, ten (10) Participants will be randomly selected who reside within the Houston Metropolitan Area of Texas consisting of the following nine (9) counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller. Starting in January and continuing each month through June 30, 2021, up to four (4) Participants will be randomly selected from among Eligible Customers residing in each of the following four Envoy classified (4) geographic regions: **(i) South/West Region:** (Arizona, California, Colorado, Idaho, Kansas, Missouri, Nevada, New Mexico, Oregon, Texas, Utah and Washington); **(ii) Upper Midwest/Great Lakes Region** (Illinois, Indiana, Iowa, Michigan, Minnesota, Montana, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin and Wyoming); **(iii) Southeast/Mid-Atlantic Region** (Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Virginia and West Virginia); and **iv Northeast Region** (Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York,

Pennsylvania, Rhode Island and Vermont) (i, ii, iii and iv, individually defined as Geographic Region and collectively defined as "Geographic Regions") for a total of up to sixteen (16) Participants selected each month. The Participants randomly selected between the months of March, April, May and June will be based on the occupation stated at the time of their Envoy Mortgage FHA and VA loan application as follows:

February: Veterans
March: First Responders and Civic Duty Personnel
April: Small Business Owners and Personnel
May: Nurses
June: Educators

All Participants will be initially contacted by telephone and/or email by the Administrator ("Interview") and may be required to complete and return a participation form and where, permissible, a publicity release ("Participation Form"). 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 provided at the time of the Envoy Mortgage FHA or VA loan application.

PARTICIPANT FORM AND INTERVIEW RESTRICTIONS: Participant Forms and 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.

PARTICIPANT INTERVIEWS: Each selected Participant will be required to participate in up to fifteen (15) minute telephone Interviews with the Administrator and designated Campaign Entities. The Participant Interviews will take place via a telephone, and/or via the Zoom or Microsoft Teams app. The Administrator will determine the date and time of each Interview and each Participant must be available at the designated time stated. In the event a Participant is not available for an Interview at the designated time, Administrator will provide one (1) alternate date and time to schedule the Interview. In the event a Participant is not available on the alternate date and time, the Administrator, at their sole discretion, shall have the right to disqualify the Participant and assign that Participant appointment to an alternate Participant in a random drawing from among all remaining Eligible Customers.

JUDGING CRITERIA/SELECTION OF GIFT OF HOME RECIPIENTS: Up to fifty (50) Gift of Home recipients will be selected from among the up to one hundred six (106) Participants based on the following criteria: (i) Originality/Creativity of the Content featured in the Interview (0-25 points); (ii) How the Participant describes his/her hardship experienced during the Covid-19 Pandemic (0-50 points); and (iii) the Participant's overall charisma and personality demonstrated during the Interview(s) (0-25 points) (i, ii and iii, "Judging Criteria"). Based on the Judging Criteria stated herein, the top fifty (50) scoring

Participants will be deemed the Gift of Home recipients ("Gift of Home Recipient"). The 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 Judging Criteria stated herein.

ONE (1) GRAND GIFT OF HOME DISTRIBUTION: One (1) Gift of Home Recipient will receive (i) twelve (12) consecutive monthly home mortgage payments made payable to the loan institution for principle, interest, taxes and insurance ("Monthly Loan Payment") up to a combined value total of seventeen thousand one hundred fifty dollars (\$17,150) during 2021 and January 2022 and (ii) one (1) check made payable to the Gift of Home Recipient in the amount of six thousand dollars (\$6,000) as tax assistance (i and ii, "Grand Gift of Home Distribution"). Total approximate retail value ("ARV") of Grand Gift of Home Distribution: up to \$23,150; and **UP TO FORTY-NINE (49) MONTHLY GIFT OF HOME DISTRIBUTIONS:** Up to forty-nine (49) Gift of Home Recipients will each receive (i) one (1) month current VA or FHA loan payment up to two thousand five hundred dollars (\$2,500) made payable to the loan institution for principle, interest, taxes and insurance ("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 ARV of each Monthly Gift of Home Distribution: up to \$3,000. **Total ARV of Grand Gift of Home Distribution and all Monthly Gift of Home Distributions: up to \$170,150.** In the event the one (1) month VA or FHA loan payment is less than \$2,500, Sponsor will only pay the amount of the Gift of Home Recipient's actual Monthly Loan Payment plus \$500 as the Monthly Gift of Home Distribution and the Gift of Home Recipient will not receive any additional compensation. All 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 Gift of Home Distribution fulfillment. All Monthly Loan Payments will be made directly to the lending institution and under no circumstances will the payments be made to the Gift of Home Recipients unless at the sole discretion of the Sponsor. ALL EXPENSES, FEDERAL, STATE AND LOCAL TAXES AND COSTS ASSOCIATED WITH ACCEPTANCE AND USE OF THE GIFT OF HOME DISTRIBUTIONS NOT SET FORTH IN THESE TERMS AND CONDITIONS ARE THE OBLIGATION OF THE GIFT OF HOME RECIPIENTS. No substitution of any Gift of Home Distribution is permitted. Sponsor is solely responsible for providing the Gift of Home Distributions. **LIMIT ONE (1) GIFT OF HOME DISTRIBUTION PER GIFT OF HOME RECIPIENT/HOUSEHOLD.** Gift of Home Distributions are being offered are provided "as is" with no warranty or guarantee either express or implied by Sponsor.

GIFT OF HOME PRESENTATIONS: Up to fifty (50) Gift of Home Distribution live presentations make take place at the Gift of Home Recipient's home between January 1, 2021 and July 31, 2021 ("GOH Presentation"). During a GOH Presentation, the 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 Gift of Home Recipient. 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 Gift of Home Distribution, as determined by Sponsor in their sole discretion. If any individual is a minor, 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 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.

RIGHT TO USE ALL PARTICIPATION MATERIALS: By participating in the Interview(s) and GOH Presentation, each Participant and Gift of Home 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 and Gift of Home 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, or GOH Presentation, 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, or GOH Presentation Photograph or GOH Presentation Video of a Gift of Home Recipient that should occur during the Campaign for any purpose which Sponsor, Administrator or Campaign Entity deem(s) necessary or desirable, and each Participant and Gift of Home 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 and/or Gift of Home Recipient's GOH 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 or Gift of Home Recipient's GOH 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 or Gift of Home Recipient.

GENERAL CONDITIONS: Except as otherwise provided in these Terms and Conditions, or prohibited by law, by participating in this Campaign, each Participant and Gift of Home 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 Gift of Home Distribution 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 Gift of Home Distribution, 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 and Gift of Home 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 Gift of Home Distribution 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 negligence) or damage to

property which may be result, directly or indirectly, in whole or in part, from Participant's or Gift of Home Recipient's participation in the Campaign or Gift of Home Recipient's receipt, acceptance, use &/or enjoyment of any Gift of Home Distribution. Except as otherwise provided in these Terms and Conditions or prohibited by law, by participating in this Campaign, each Participant and Gift of Home 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 out-of-pocket 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 or Gift of Home Recipient be permitted to obtain any award for, and each Participant and Gift of Home Recipient hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket 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 Gift of Home Distribution, including such error as may give an erroneous indication that a Gift of Home Distribution will be allocated. Except as otherwise provided in these Terms and Conditions or prohibited by law, by participating in the Campaign, each Participant and Gift of Home 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 and Gift of Home 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 Gift of Home Distributions 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 and Gift of Home Recipients 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 and Gift of Home Recipients 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 and Gift of Home Recipients 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 and Gift of Home Recipients 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.