

## The Great PayPal Checkout Official Rules

**No purchase necessary to enter or win. A purchase or payment of any kind will not increase your chances of winning.**

**Participation is subject to these Official Rules and if entrant uses PayPal to enter, the terms and conditions of the [PayPal User Agreement](#). By participating in the Promotion you agree to these rules, which are a contract, so read them carefully before participating. Without limitation, this contract includes indemnities to PayPal, Inc. (the “Sponsor”) from you.**

**1. Eligibility:** The Great PayPal Checkout (the “Promotion”) is open only to legal residents of the United States who are at least eighteen (18) years old or the age of majority in their state of residence at the time of entry. Employees of Sponsor, Merkle Inc. (“Administrator”), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules. Sponsor’s and Administrator’s decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** PayPal, Inc., 2211 North First Street, San Jose, CA 95131. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on April 10, 2025 at 12:00 a.m. Eastern Time (“ET”) and ends on July 19, 2025 at 11:59 p.m. ET (the “Promotion Period”). There are one hundred (100) independent “Daily Entry Periods” in the Promotion, each starting at 12:00 a.m. ET and ending at 11:59 p.m. ET each calendar day of the Promotion Period. Sponsor’s servers are the official time-keeping devices for the Promotion.

**4. How to Enter:** There are two (2) ways to enter.

**Entry Method 1: Use PayPal “Checkout” for an Online Purchase from a Participating Merchant:** To participate in this manner, you must have a personal PayPal account in good standing (a “Qualified Account”). If you do not have a Qualified Account, you may create one by following the links and instructions at <https://www.paypal.com/us/home> or within the PayPal App. Creating a Qualified Account is subject to the terms and conditions of the [PayPal User Agreement](#). **Creating a Qualified Account will require you to either connect PayPal to your bank or provide debit or credit card information.**

Next, use your Qualified Account to pay for your online purchase from a “Participating Merchant” (defined below). To do so, select the PayPal checkout button as your method of payment when making your purchase. You will receive one (1) entry into the Daily Entry Period associated with the date and time your purchase is marked as “completed” in PayPal’s systems. **Note: “Participating Merchants” are limited to established PayPal Merchants as of March 10, 2025.** If you have a question as to whether a payment to a particular merchant will earn you an entry, please contact PayPal Customer Care. Purchases that are subsequently canceled or returned during the Promotion Period may void your entry.

**If you use your wireless mobile device to create a Qualified Account or to enter, data rates may apply. Please consult your wireless-service provider regarding its pricing plans prior to creating your account or making online purchases with your wireless mobile device.**

**Entry Method 2: Enter Without Purchase:** Print your name, home mailing address, phone number, email address and date of birth on a piece of paper and mail it in an envelope with proper postage to “The Great PayPal Checkout,” c/o Merkle Inc., P.O. Box 5008, Department 866269, Kalamazoo, MI

49003- 5008. **You must write the date for which you would like to receive an entry on the front of the outside of the envelope.** All mail-in entries must be sent by the date of the applicable Daily Entry Period (or the subsequent day if the Daily Entry Period falls on a Sunday or holiday) and received by five (5) business days after the date written on the outside of the envelope. If your mail in request is timely received, you will receive one (1) entry into the Daily Entry Period drawing for the requested date. **Limit:** One (1) entry request per envelope; up to two hundred one (201) mail in requests for each Daily Entry Period. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

**Entry Limits:** You may receive up to two hundred one (201) entries into each Daily Entry Period by using any combination of the two (2) entry methods outlined above. Daily Entry Period entries will not be included in any subsequent Daily Entry Period drawings. Multiple entrants are not permitted to share the same email address or Qualified Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Qualified Accounts, identities, registrations or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant when registering for their Qualified Account. If any additional information provided by entrant is inconsistent with the information provided when registering for their Qualified Account, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

**5. Prize Drawings and Winner Requirements:** Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential winners from all eligible entries timely received for each Daily Entry Period on or around the dates set forth below. There will be a total of 100 daily winners selected from the total number of entries in each Daily Entry Period. There will be a total of 100,000 winners during the Promotion Period.

- The drawing for each Daily Entry Period from April 10, 2025 through April 30, 2025 will take place on May 14, 2025.
- The drawing for each Daily Entry Period from May 1, 2025 through May 31, 2025 will take place on June 16, 2025.
- The drawing for each Daily Entry Period from June 1, 2025 through June 30, 2025 will take place on July 14, 2025.
- The drawing for each Daily Entry Period from July 1, 2025 through July 19, 2025 will take place August 2, 2025.

Winners will be notified with an email with instructions on how to redeem their prize. Winners must have or create a PayPal Balance account to claim their prize. Winners must claim their prize within thirty (30) days from the date that the winner is contacted. If a potential winner cannot be contacted, or the prize is returned as undeliverable, the potential winner forfeits the prize. If a potential winner is disqualified for any reason, or if the potential winner forfeits their prize, Sponsor will award the applicable prize to the next eligible winner after which the prize will remain un-awarded.

## **6. Prizes, Approximate Retail Value ("ARV"), and Odds of Winning:**

### **Prizes:**

Each winner who entered by checking out with their Qualified Account will receive the lesser of:

- an amount equal to the amount paid at checkout using winner's Qualified Account (including tax and any other fees) or
- \$100.

A winner who entered by mailing-in an entry will receive the lesser of:

- an amount equal to the average payment value of all eligible transactions made by all Qualified Accounts for the Daily Entry Period on the day that the mail-in entry is postmarked or
- \$100.

Winners will be notified by email. Winners who entered via an online purchase will receive a transfer into their PayPal Balance account (subject to [PayPal User Agreement](#)). Winners who entered via a mail-in entry will receive a prepaid card (subject to [Cardholder Agreement](#)) to their email associated with their entry. Prepaid card value expires six (6) months after activation. Winner has six (6) months to redeem reward; Sponsor will not reissue prize redemption email. ARV: up to \$100.

**Total ARV:** The total ARV of all available prizes in the Promotion is up to \$10,000,000.

**Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries received for the applicable Daily Entry Period.

**Additional Prize Terms:** Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind. Limit: Each entrant may win one (1) Daily Entry Period prize, for up to six (6) different Daily Entry Periods.

**Taxes:** Winners are responsible for all taxes and fees associated with prize receipt and/or use. If a potential winner as a result of this Promotion will have won prizes cumulatively valued at \$600 or greater through promotions offered by Sponsor in one calendar year, they will be required to have or create a Qualified Account with Sponsor and complete an electronic IRS Form W-9 within one (1) week of the date notice or attempted notice is sent, in order to claim the prize.

**7. Release:** By participating in this Promotion, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

**8. Publicity:** Except where prohibited by law, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, voice, PayPal handle, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Promotion, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Promotion, including but not limited to fulfillment of the prize(s), as determined by Sponsor in

its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion, including but, not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be 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 Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between, any other statements contained in any Promotion-related materials and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, or to the receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if it is possible.

**11. Agreement to Arbitrate:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration, rather than in court, except that the claimant may assert claims in small claims court, if the claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator also must follow the terms of this agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section below, shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association (referred to as the "AAA") under its rules and procedures, as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org). In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or by the court.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either party may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the parties subject to the discretion of the arbitrator to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, either party may attend by telephone, unless the arbitrator require otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Sponsor will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator determine the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Sponsor for all fees associated with the arbitration paid by Sponsor on your behalf that you otherwise would be obligated to pay under the AAA's rules.

With the exception of any of the provisions in the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section below, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.

**12. Prohibition of Class and Representative Actions and Non-Individualized Relief:** Entrant and Sponsor agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both Entrant and Sponsor agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

**13. Additional Limitation of Liability:** Entrant agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**14. Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

**15. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**16. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's [Privacy Policy](#).

**17. Winner List:** For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete.

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