## Equitable Financial Life Insurance Company ("Equitable Financial") EB Dental Network Incentive Official Rules ("Rules")

Equitable Financial (the "Sponsor") is offering eligible Financial Professionals ("FPs") who are either 20<sup>th</sup> Edition professionals or Preliminary Employment Program (PEP) Prospective Associates with Equitable Network, LLC ("Equitable Network") and Equitable Advisors, LLC ("Equitable Advisors") and advisors and brokers who are not FPs, along with employees at broker firms ("Third-Party Advisors" and together with the FPs, the "Advisors"), the opportunity to receive an incentive ("Incentive") based on the content of emails received, viewing the attached campaign landing page and being among the fastest one hundred (100) to correctly answer the questions in the quiz (the "Quiz"), as detailed below. Participation is voluntary. By accepting any Incentive, you agree to these Rules. **No purchase necessary to enter or participate; a purchase will not increase or affect your ability to receive an Incentive.** 

**Incentive Period:** Thursday, August 19, 2021, 12:01 a.m. Eastern Time – Monday, September 20, 2021, 11:59 p.m. Eastern Time.

**How to Participate:** View the campaign page <u>https://equitable.com/employee-benefits/marketing/equitable-dental-network</u> and reply to the questions [<u>https://research.equitable.com/jfe/form/SV\_OMtLKNQYONMVkrA</u>] during the Incentive Period and include your name, email address and phone number in the contact information in the Quiz.

**Incentive:** The first one hundred (100) eligible Advisors who correctly answer the questions in the Quiz will receive a Quip® Smart Electric Toothbrush, retail value \$60.00. In case of a tie that would result in more than one hundred (100) Incentive recipients, tiebreaker questions will be posed to reduce the number of recipients to one hundred (100). All questions to the Quiz must be answered correctly; correctly answering one or more, but not all, questions will not qualify you to receive an Incentive. Limit of one (1) Incentive per person.

**Incentive Terms:** All Incentives are non-transferable, and no substitution, exchange or cash redemption of any Incentive will be permitted, except at Sponsor's sole discretion. Sponsor reserves the right to substitute an Incentive of equal or greater value. All Incentives must be accepted "as is," and no warrantees will be provided by Sponsor. Recipients are responsible for all taxes associated with receipt, acceptance or use of any Incentive. Incentive value is generally includible as income for tax purposes and, to the extent recipient is an employee, will be included in such recipient's IRS Form W-2.

Eligibility to receive an Incentive shall be based on Sponsor's discretion and interpretation of these Rules and shall be final and binding in all respects. Incentive recipients will be notified by email on Monday, September 27, 2021. The supply of Incentives is limited and subject to availability.

**Delivery of Incentives:** If Incentive delivery is returned as undeliverable, the Incentive will be forfeited. Incentives will be delivered to recipients by the method as Sponsor shall determine, in

its sole discretion, at the contact information included. Sponsor is not responsible for undeliverable notices due to any change in an Incentive recipient's contact information or technical or human error.

**Eligibility:** Participation is open to all Advisors who are (i) either (x) on active 20<sup>th</sup> Edition agreements with Equitable Network and Equitable Advisors or Preliminary Employment Program (PEP) Prospective Associates with Equitable Network and Equitable Advisors or (y) are Third-Party Advisors, (ii) are legal residents of the fifty (50) United States (including the District of Columbia) and (iii) are age 18 and over.

Void in Guam, the U.S. Virgin Islands and other U.S. territories and possessions. Participants must be an appointed FP with Equitable Financial and/or Equitable Financial Life Insurance Company of America or a Third-Party Advisor throughout the duration of the Incentive Period to receive an Incentive. If a recipient is disqualified for any reason, an alternative recipient may be selected, in Sponsor's sole discretion. To be eligible for an Incentive, participants (other than Third-Party Advisors) must not have received a written warning or be the subject of any disciplinary investigation or action during the 12 months preceding the receipt of an Incentive. Subject to all applicable federal, state and local laws and regulations, including tax laws. Receiving an Incentive is contingent upon fulfilling all requirements set forth herein. Nothing herein is intended to create an employment relationship of any kind for any independent contractor FP of Equitable Network and/or Equitable Advisors. **Void where prohibited by law.** 

**Responsibilities of Participant:** Participant must comply with all laws and company policies when participating in activities relating to the Incentive. Participant shall not engage in any activity designed to inhibit the ability of others to participate, or which would be contrary to the purposes of the Incentive. Any participant whom Sponsor has reason to believe has tampered or interfered with the Incentive, or violated any of these Rules, may be disqualified and subject to appropriate disciplinary procedures.

**Additional Terms:** Sponsor is the official timekeeper for determining Incentive eligibility. Sponsor is not responsible for late, lost, inaccurate, incomplete, damaged, illegible or misdirected Incentive submissions or communications.

Sponsor reserves the right to cancel, suspend and/or modify these Rules, or any part thereof, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning and distribution of the Incentive, as determined by Sponsor in its sole discretion.

**Publicity:** Except where prohibited by law, acceptance of the Incentive constitutes each recipient's consent to Sponsor's and its agents' use of recipients' name, likeness, photograph, voice, opinions, job title and location and/or hometown and state, for advertising and promotional purposes, in any media, worldwide, without payment or consideration, in perpetuity, without notice or review or approval.

**Release:** Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by participant, printing errors or equipment or programming associated with or utilized in

the Incentive; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process; (4) technical or human error which may occur in the administration of the Incentive; (5) late, lost or undeliverable Incentive-related communications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's acceptance, possession, use or misuse of any Incentive.

**Limitations of Liability:** By accepting an Incentive, each participant agrees to release, discharge, indemnify and hold harmless Equitable Financial and each of its officers, directors, employees, affiliates, representatives and agents, from and against any and all claims, damages, liabilities, losses or causes of action related in any way to the operation of or such participant's participation in the Incentive and any other claims, damages or liabilities, including, without limitation, any injuries, damages or losses to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from participant's acceptance, possession, use or misuse of any Incentive or any related activity.

**Disputes**: To the fullest extent permitted by law, by accepting an Incentive, each participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Incentive shall be resolved individually, without resort to any form of class action, and brought exclusively in the state or federal courts located in New York County, New York, with any challenge to personal jurisdiction or venue in such courts being hereby waived (2) under no circumstances will any participant be permitted to obtain awards for, and each participant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than actual out-of-pocket expenses not to exceed fifty dollars (\$50.00); and (3) any and all claims, judgments, and awards shall be limited to such actual out-of-pocket costs incurred, including any costs associated with participating in the Incentive, not to exceed fifty dollars (\$50.00). Participant expressly waives any right to claim or recover attorney's fees or court costs. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of any participant and Sponsor in connection with the Incentive, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of New York.

**Trademarks**: Company names and trademarks associated with the Incentive are used solely to identify Incentives. No endorsement, authorization, sponsorship, or approval of trademark owners is intended or implied by such use. All referenced company names and trademarks are registered and unregistered trademarks or copyrights of their respective owners.

**Sponsor:** Equitable Financial Life Insurance Company, 1290 Avenue of the Americas, New York, New York 10104.