

America's Most Spirited High School Contest by Varsity Brands Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE CHANCES OF WINNING. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

1. Eligibility: The America's Most Spirited High School Contest by Varsity Brands ("Contest") is open only to those who are (i) legal residents of the fifty (50) United States or the District of Columbia who are located in the fifty (50) United States or the District of Columbia at the time of entry, (ii) eighteen (18) years of age or older (19 and older for legal residents of Alabama and Nebraska) at the time of entry, and (iii) a School Administrator, Teacher, Coach or Administrative Director in good standing at the time of entry and when the prize is awarded of a public or private high school that is located in the fifty (50) United States or the District of Columbia (hereafter "School") and are authorized by their respective School to participate in this Contest (hereafter "Authorized Representative" and/or "Entrant"). **ENTRANT IS ENTERING ON BEHALF OF A SCHOOL; NO ENTRANT WILL WIN A PRIZE.** Entrant will be responsible for securing any necessary School permission prior to participating in this Contest. Employees, officers, directors, agents and representatives of Varsity Brands, LLC ("Sponsor"), and each of its parent companies, subsidiaries, affiliates (including, but not limited to, Hercules Achievement, Inc. and its subsidiaries), advertising/promotion/fulfillment agencies, anyone else connected with the production and distribution of this Contest (collectively, the "Contest Parties") and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in their same household, whether or not related, are not eligible to enter or win. Contest is void where prohibited by law.

2. Contest Period: The Contest begins on **January 10, 2023 at 12:01 a.m. Eastern Time ("ET") and ends on February 28, 2023 at 11:59 p.m. ET** (the "Contest Period"). Sponsor's clock is the official clock of the Contest.

3. How to Enter: During the Contest Period, visit www.varsitybrands.com/awards (the "Website") and follow the instructions on how to upload and submit your entry. You will be required to produce and submit the following entry materials:

- i. **VIDEO:** Create a video no longer than 1 minute and 30 seconds explaining to Sponsor why your School has the most school spirit in America (the "Video"). The Video must be in accordance with the guidelines set forth in Section 4 below.
- ii. **ESSAY:** Tell the "Spirit Story of Your School" in a 500 word or less essay (the "Essay"). The "Spirit Story of Your School" explains to the reader what your School is passionate about as well as the history and significance behind it.
- iii. **PHOTOGRAPHS:** Two photographs taken by the Entrant that depict your School's spirit.
- iv. **LETTERS OF RECOMMENDATION:** Secure at least one (1) letter of recommendation from the School's principal and at least one (1) letter of recommendation from a community leader (a person with influence and recognition in the community) explaining to Sponsor why your School has the most school spirit in America (the "Letters of Recommendation").
- v. Complete the Official Entry Form found on the Website by providing your name, telephone number, email address, name of School, School's address and School affiliation.
- vi. Upload the Video, Essay, Photographs, and Letters of Recommendation (collectively "Submission") to the Website by visiting the Website and following the prompts. All Submissions must be submitted by February 28, 2023 at 11:59 p.m. ET.

Completing all of the steps above in accordance with these Official Rules will generate one (1) entry into the Contest for the applicable Entrant. **LIMIT: ONE (1) ENTRY PER SCHOOL DURING THE CONTEST PERIOD.** If multiple Submissions are received for the same School, only the first Submission received shall be judged. Submissions received after the Contest Period will not be eligible to enter or win.

4. Video Requirements/Restrictions: All Submissions must comply with the following guidelines to be eligible:

- Each Submission, and all elements thereof, must be original.
- Entrant must have secured in writing (and be able to produce the writing) any and all rights necessary and appropriate to submit the Video as an entry in the Contest and grant the rights herein, including all necessary appearance and publicity releases.
- Submission must not have won a contest or any award, or have been previously published or submitted in connection with other contests.
- Submission Video can be no longer than 1 minute and 30 seconds.
- **The only music allowed in your Submission Video is music from your marching band, School band, your fight song and other School songs that you have all rights, clearances, and permissions to reproduce into the Submission, or your own original creative composition about your School. If you compose your own creative composition, everything, including but not limited to the words and music, must be original.**
- Submission Video must include, but is not limited to, footage from the 2022-2023 School year, which may include:
 - Athletic events, graduation, class ring presentations, cap & gown distribution, yearbook distribution and signing, pep rallies, community service, homecoming ceremonies, prom, club events, School dances, marching band, cheerleaders, student section, academics.
 - Who should be featured: students, spirit programs, alumni, community members, administration/faculty, parents/boosters.
- No footage showing pyrotechnics, discharge of arms, pressurized canisters, dangerous materials, flammable liquids, animals or any illegal activity or any activity violating any School policy will be allowed.
- No footage showing electrical (plug-in or battery operated) or compressed air apparatuses, including lights, lasers, and flashcubes (electrical or chemical) will be allowed.
- The Submission must be approved by the School's administration.
- The Submission must not infringe upon another's rights, including but not limited to the copyrights, trademarks, property, privacy, publicity, intellectual property or other legal or moral rights of any person or entity.
- The Submission must not disparage Sponsor (or its products or services), an entrant, or any other person or entity (or its products or services) or contain material that promotes bigotry, discrimination, racism, ridicule, mockery, or harm against any group or individual based on a health condition or illness, disability, race, gender, religion, nationality, sexual orientation, age, or any other basis.
- The Submission must not appear to promote any direct competitor of Sponsor.
- The Submission must not contain any material that is libelous, defamatory, obscene, vulgar, threatening, abusive, pornographic, hateful, threatening, slanderous or libelous or is otherwise objectionable (as determined by Sponsor in its sole discretion).

- The Submission cannot depict illegal activity and cannot itself be in violation of any law or otherwise display any behavior or messaging with which Sponsor does not wish to associate, in Sponsor's sole and absolute discretion.

Sponsor reserves the right to disqualify any Submission that it determines in its sole discretion to have violated the foregoing guidelines or if an Entrant otherwise violates or attempts to violate any portion of these Official Rules. By submitting a Submission in the Contest, you hereby warrant and represent that your Submission conforms to the guidelines set forth herein, including that you have obtained permission from any person whose name, likeness, performance or voice is used in any of the Submission materials. Submissions must be in English. If you think that any Submission infringes your intellectual property rights, please visit <https://www.varsity.com/terms-of-use/>.

5. Grand Prize Winner Determination Process: The Grand Prize Winner (as defined below) will be determined by a two-step process:

(A) Initial Judging: A panel of judges, as determined by Sponsor in Sponsor's sole discretion, will select four (4) finalist Schools from among all eligible Submissions received during the Contest Period based on the following criteria:

Overall Score: **150 points**

- a. Spirit Story (Essay)
 - i. Adherence to guidelines set forth in the award description found in Section 3 of these Official Rules (**15 points**)
 - ii. Strength of contribution to/impact on School and the community (**25 points**)
 - iii. Demonstrated enthusiasm for the School (**10 points**)
- b. Letter(s) of Recommendation, including the compelling nature of the letter and the writer's demonstrated belief in the candidate School (**25 points**)
- c. Photographs (**15 points**)
 - i. Ability to demonstrate and convey the School's spirit
- d. Overall Impression of Submission (**10 points**)
- e. Video
 - i. Creativity (**25 points**)
 - ii. School Spirit (**25 points**)

In the event of a tie, the Submission with the highest score in "School Spirit" sub-category will be deemed one of the finalist Schools. The Entrants who submitted the finalist School entries will be contacted by email and/or telephone in March 2023 and will be required to execute and return an Affidavit of Eligibility and a Release of Liability and (where legal) a Publicity Release (collectively, the "Releases") within two (2) days of the date of issuance of notification. **NOTE: Entrant must be an Authorized Representative who is approved to participate on School's behalf and is authorized to complete the Releases on behalf of their School.** Noncompliance with the foregoing or with these Official Rules, or any notification being returned as non-deliverable, may result in disqualification and, at Sponsor's discretion, a runner-up being notified and selected as a finalist. Sponsor reserves the right to select fewer than four (4) finalist Schools if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. The Sponsor and judges reserve the right to review all Submissions either before or after they have been submitted and reserve the right in their sole and absolute discretion to reject and/or remove any Submission that violates these Official Rules without any notification or warning. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrants.

(B) Voting: From April 3, 2023 at 12:00 p.m. ET until April 17, 2023 at 11:59 p.m. ET (“Voting Period”), the four (4) finalist Submissions will be posted on the Website for peer voting. Voting eligibility requirements will be set forth on the Website. If the voter is a minor in their state of residence, the minor must receive their parent or legal guardian’s permission to vote. To vote for the Submission you believe shows the greatest amount of School Spirit, visit the Website and follow the instructions provided to submit your vote, including providing your email address. Entrants are prohibited from obtaining votes by fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as defined by Sponsor in its sole discretion. Voters who do not comply with the voting instructions will not have their votes cast or counted.

6. Winner Selection and Notification:

(A) Grand Prize Winner Selection: At the conclusion of the Voting Period, the finalist Submission with the greatest number of valid votes, as determined by Sponsor in its sole discretion, will be selected as the “Grand Prize Winner” (subject to verification and compliance with these Official Rules). In the event of a tie, such tied finalists will be judged by a “tie-breaking” judge based on the following criteria: Overall Impression of Submission.

The Grand Prize Winner shall be announced at the virtual presentation organized and hosted by Sponsor (the “Awards Show”) taking place in May 2023. No finalist shall be required to virtually attend the Awards Show in order to be named the Grand Prize Winner.

7. Prizes:

One (1) Grand Prize: A \$25,000 Varsity Brands Credit will be awarded to the winning School, eligible to be applied towards the purchase of any of Sponsor’s products or services. The Grand Prize will be awarded to the School identified on the Official Entry Form and not the actual Entrant.

Prizes cannot be transferred, substituted or redeemed for cash. Prize will be awarded through Sponsor’s IMPACT program with Grand Prize Winner working directly with IMPACT Director to allocate the prize towards eligible purchases. Prize cannot be applied to previous purchases. Prize must be redeemed by December 31, 2023 or will be forfeited. Sponsor reserves the right to substitute any prize, or portion thereof, with a prize of comparable or greater value, in its sole discretion. Prize consists of only those items specifically stated as part of the prize. Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said e-mail account at the time of entry will be considered the Entrant. “Authorized account holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

8. TAXES. Any valuation of the prize stated above is based on available information provided to the Sponsor. The value of the prize will be taxable to winning School as income. All federal, state and local taxes and any other costs and expenses associated with the acceptance and/or use of prize not specifically provided for in these Official Rules are solely the winning School’s responsibility. Winning School is solely responsible for reporting and paying any and all applicable taxes. Entrant, on

behalf of winning School, must provide the Sponsor with valid identification and a signed IRS Form W-9 before any prize will be awarded. School must contact its own tax advisor for any questions concerning taxes.

9. Ownership and Publicity: As between Entrant and Sponsor, Entrant owns Entrant's respective Submission provided in connection with the Contest. By participating in this Contest and providing a Submission, Entrant grants Sponsor and each of its parent companies, affiliates, subsidiaries, agents and licensees a royalty-free, unconditional, irrevocable, and perpetual right, license and consent, without any compensation, consideration or further notification, to use, edit, reproduce, print, publish, display, transmit, distribute, sell, perform, adapt, enhance, or create derivative works from the Submission, and to use and refer to School's name, logo, nicknames, mascot, city and state, team member photograph(s) and/or School song, for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes, in any media (now existing or hereinafter developed) throughout the world without additional compensation, unless prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

10. Release: By participating, each Entrant acknowledges and agrees, and agrees on behalf of the applicable School: (1) to be bound by these Official Rules and the decisions of the Sponsor and judges which are final and binding in all respects; (2) that his/her Submission (and all components thereof) will not be acknowledged or returned; and (3) the Contest Parties shall have no liability and will be held harmless by Entrants for any liability, loss, injury or damage to participants or any other person or entity, including personal injury or death to participants or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of Entrant's participation in this Contest, the creation or use of any Submission, or part thereof, or acceptance, possession, use or misuse of a prize (including any travel or activity related thereto). Sponsor reserves the right, in its sole discretion, to void suspect entries or to modify, cancel, terminate or suspend the Contest (or any portion thereof) should virus, bugs, non-authorized human intervention or other causes, including but not limited to war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of the Contest and, in the event of such cancellation, suspension or termination, at its discretion, as applicable, select Grand Prize Winner from among all non-suspect, eligible entries received prior to event requiring cancellation, termination or suspension. Sponsor reserves the right to conduct background check(s) of any and all records of the individual Entrants, School members and/or Grand Prize Winner, including without limitation, civil and criminal court records and police reports. To the extent necessary under law, such individuals shall authorize this background check. In that regard, such individuals will be obligated to provide necessary contacts and information so that Sponsor may conduct such investigation. Sponsor reserves the right (at its sole discretion) to disqualify any individual Entrant and/or Grand Prize Winner from any prize element, based on the background check. Sponsor reserves the right at its sole discretion, to disqualify any individual (and all of his or her entries) who tampers with the entry process, voting, or judging process.

11. Limitation of Liability: The Contest Parties are not responsible for lost, incomplete, late, damaged, delayed, garbled, inaccurate, incorrect, incomplete or misdirected entries, Submissions, votes or email messages; failures or malfunctions of phones, phone lines or telephone systems or other communications malfunctions; interrupted or unavailable network, server or other connections including those through www.varsitybrands.com, miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to Entrant's or

any other person's computer related to or resulting from participation in this Contest; printing, typographical or other errors appearing within these Official Rules or in any Contest-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, electronic or otherwise; or the administration of the Contest; or the processing or judging of Submissions or the tabulation of votes. Use of any device to automate or subvert the entry process is prohibited and any Submissions received through such means will be void. Submissions will be disqualified if they contain inappropriate material or language, including profanity. **IF, DESPITE THE ABOVE LIMITATIONS OF LIABILITY AND DAMAGES, ANY OF THE CONTEST PARTIES IS FOUND LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OR RELATED IN ANY MANNER TO THE CONTEST OR THESE OFFICIAL RULES, THEN, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE CONTEST PARTIES SHALL IN NO EVENT EXCEED THE AGGREGATE SUM OF ONE HUNDRED DOLLARS (\$100.00).**

12. Disputes/Choice of Law: Except where prohibited, each Entrant agrees that: (i) all issues and questions concerning these Official Rules shall be governed by Texas law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Contest or any prize awarded shall be (A) resolved individually, without resort to any form of class action; and (B) filed only in the state or federal courts situated in Dallas County, Texas, and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (iv) under no circumstances will any Entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, consequential or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

These Official Rules are subject to change at any time at Sponsor's sole discretion without notice. Sponsor's failure to enforce any terms or conditions in these Official Rules shall not constitute a waiver of any such term or condition. If any provision of these Official Rules is held illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of these Official Rules shall not be affected or impaired thereby and such remaining provisions shall remain in full force and effect.

13. Privacy: Personally identifiable information that is submitted by Entrants as part of this Contest will be used to administer the Contest, select and announce the Grand Prize Winner and fulfill the prizes, and will be treated in accordance with Sponsor's privacy policy, accessible on its Website at https://www.varsitybrands.com/privacy_policy. If you are selected as a Grand Prize Winner, your information may also be included in a publicly-available winner's list.

14. Winners List: For a list of the Grand Prize Winner (available after June 30, 2023), send a self-addressed, stamped envelope for receipt by June 30, 2023 to: Varsity Brands, Sponsor: Varsity Brands, LLC, 14460 Varsity Brands Way, Farmers Branch, TX 75244.

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