

**Varsity Brands School Spirit Awards Contest
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

1. **ELIGIBILITY:** The Varsity Brands School Spirit Awards Contest (“**Contest**”) by Varsity Brands, LLC (“**Sponsor**”) is open only to legal residents of the fifty (50) United States or the District of Columbia who are (i) thirteen (13) years of age or older at the time of entry, and (ii) a student, teacher, administrator, and/or coach in good standing at such School (as such term is defined below) at the time of entry and when any prize is awarded (each an “**Entrant**”). Registration for the Contest is free. Entrants may register by visiting the Sponsor’s website located at www.varsitybrands.com (the “**Website**”). A nominee (“**Nominee**”) must be nominated by an Entrant to be considered for a Contest award as described below (each, an “**Award**”). A Nominee (or all members thereof) must be thirteen (13) years of age or older, and otherwise meet the criteria set forth in Section 3 below. Each Entrant shall be solely responsible for securing any necessary written permissions (including, without limitation, the use of a School’s (as such term is defined below) name, logo, nicknames, mascot, etc.) from his or her School prior to making any Entry (defined below) in this Contest. Employees, officers, directors, managers, members, agents and representatives of Sponsor, and each of its parent companies, subsidiaries, affiliates (including, but not limited to, Hercules Achievement, Inc. and its subsidiaries), advertising, promotion and fulfillment agencies and any other person or entity directly or indirectly connected with the production and distribution of this Contest (each, a “**Contest Party**” and collectively, the “**Contest Parties**”) and each of their respective immediate family members (which shall include the following persons: the legal spouse, parents, children and siblings of a Contest Party and the legal spouses of each of the foregoing, regardless of where such person resides) and household members, whether or not related, are not eligible to be nominated for the Contest or win an Award.

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 designated clock shall be the sole official timekeeper for the Contest. Sponsor reserves the sole right to determine the timeliness of any Entry. All Entries to the Contest must be made during the Contest Period, time being of the essence.

3. **HOW TO ENTER:** If Entrant is a legal minor in his or her jurisdiction of residence (a “**Minor**”), Entrant must first obtain the written permission of Entrant’s parent or legal guardian to participate in and/or submit an Entry to this Contest. Entrant (or, if the Entrant is a Minor, Entrant’s parent or legal guardian) expressly represents to Sponsor that by participating in and/or submitting an Entry to the Contest, Entrant has the full legal authority and has secured all required written

permissions, including from the Nominee (or, if the Nominee is a Minor, from the Nominee's parent or legal guardian), to: (i) submit the Entry and to enter the Nominee into this Contest; (ii) provide all information that Entrant submits to Sponsor concerning the Entrant and the Nominee, including without limitation any photographs and personally identifiable information; and (iii) grants to Sponsor the rights set forth in these Official Rules. Entrant (or, if the Entrant is a Minor, Entrant's parent or legal guardian) further represents to Sponsor that he or she has the legal capacity to agree to these Official Rules. Entrant (or, if the Entrant is a Minor, Entrant's parent or legal guardian) expressly agrees that within three (3) business days after any request by Sponsor, Entrant (or, if the Entrant is a Minor, Entrant's parent or legal guardian) shall provide Sponsor with originals of any and all written authorizations, consents, releases and/or other documentation from any individual who appears in or is referenced in any Entry, or otherwise.

In order to enter the Contest, each Entrant must visit the Website and must follow the instructions therein with respect to uploading and submitting an Entry. An Entrant shall be required to complete and submit the following documents and content for each applicable Award Category for which they would like to submit a Nominee (as such terms are defined below):

- i. One (1) Spirit Story of not more than 500 words detailing the reasons why Nominee deserves to receive an Award in the applicable Award Category (as such terms are defined below) (the "**Essay**"). The Spirit Story must include specific examples that illustrate the Nominee's qualification to receive such Award based on the criteria for such Award Category;
- ii. One (1) letter of recommendation from a high school principal or administrator or a community leader (a person with influence and recognition in the community) (the "**Letter of Recommendation**");
- iii. Two (2) photographs of the Nominee demonstrating their experience in the applicable Award Category (the "**Photographs**"). Each Photograph must be strictly in accordance with the Entry guidelines set forth in Section 4 below; and
- iv. OPTIONAL: Entrants may, but are not required to, submit not more than three (3) links ("**Links**") to press clippings, video footage and/or other media (the "**Linked Material**") pertaining to the Nominee and Nominee's experience in the applicable Award Category.
- v. Each Entrant must complete the Official Entry Form by providing Entrant's legal name, telephone number, email address, name of Entrant's applicable School, such School's address, and Entrant's affiliation with such School.

- vi. Each Entrant must upload the Essay, Letter of Recommendation, Photographs and optional Links (collectively, the “**Entry**”) to the Website.

Awards shall be given in each of fourteen (14) categories as described below (each, an “**Award Category**” and collectively, the “**Award Categories**”). In addition to the foregoing requirements, each Entrant and/or Nominee must meet specific criteria for one or more Award Categories. The Award Categories and their respective criteria are as follows:

- A. To be considered for the “**Athlete Award,**” a Nominee must be a student currently enrolled and in good standing at the time of nomination and at the time any prize is awarded (“**Student**”) in a public or private high school located in any state located in the fifty (50) United States or the District of Columbia (hereinafter, a “**School**”). At the time of entry, such Nominee must participate in, and be in good standing at the time of nomination and at the time any prize is awarded with at least one sport at their applicable School. The Essay must identify specific examples of such Nominee’s leadership, sportsmanship, and teamwork.
- B. To be considered for the “**Student Award,**” a Nominee must be a Student who participates in, and be in good standing at the time of nomination and at the time any prize is awarded with at least one club or sport at Nominee’s School, and who holds at least one leadership position within the School. The Essay must identify specific examples of such Nominee’s leadership, commitment to the School, and School spirit.
- C. To be considered for the “**Performing Arts Award,**” a Nominee must be a Student and in the School’s Performing Arts Group, including, but not limited to Marching Band, Pep Band, Choir, Show Choir, Jazz Band, Concert Band, etc. in good standing at the time of nomination and at the time any prize is awarded. The Essay must include specific examples of Nominee’s School involvement, creativity and spirit.
- D. To be considered for the “**Principal Award,**” a Nominee must be a principal at the School, and in good standing in such position at the time of nomination and at the time any prize is awarded. Each Entrant must submit an Essay that identifies at least two (2) examples of such Nominee’s commitment to elevating and improving the experience for students at Nominee’s School.
- E. To be considered for the “**Coach Award,**” a Nominee must be a coach of a School team, and in good standing in such position at the time of nomination and at the time any prize is awarded, and must have held such coaching position for a minimum of four (4) years. The Essay must identify specific examples of sportsmanship and School spirit.

- F. To be considered for the “**Athletic Director Award**,” a Nominee must be an athletic director at the School, and in good standing in such position at the time of nomination and at the time any prize is awarded. The Essay must identify specific examples of Nominee’s leadership, teamwork, and spirit.
- G. To be considered for the “**Teacher Award**,” a Nominee must be a teacher at the School, and in good standing in such position at the time of nomination and at the time any prize is awarded. The Essay must identify at least one example of such Nominee’s mentorship and/or teaching excellence.
- H. To be considered for the “**Game Day Experience Award**,” a Nominee must be a Student and a member of a School Cheerleading Squad, a School Dance Team, or a School Band Program, including, but not limited to Marching Band, Athletic Band, Pep Band, Stand Band, etc. in good standing at the time of nomination and at the time any prize is awarded. The game day experience for which the Nominee is nominated must involve the majority of the students at the applicable School, and must be positive, uplifting and uniquely significant to such School. The Essay must identify specific examples of inclusiveness, tradition, school spirit, commitment to community service, outstanding school athletic support, creative spirit raising activities and/or strong academics.
- I. To be considered for the “**Yearbook Award**,” a Nominee must be a School. The Entrant must submit no more than five (5) pages from the 2022-2023 yearbook for such School. The Essay must include specific examples of School pride from such yearbook.
- J. To be considered for the “**Graduation Ceremony Award**,” a Nominee must be a School. The Essay must set forth in detail the ways in which such Nominee’s graduation ceremony is different from traditional and/or other graduation ceremonies conducted by other schools.
- K. To be considered for the “**Spirit of St. Jude Award**,” a Nominee must be a School. The fundraising activity for St. Jude Children’s Research Hospital must involve the majority of the students at such School and/or the community which such School serves, and must be positive, uplifting and uniquely significant to such School.
- L. To be considered for the “**Mascot Award**,” a Nominee must be a Student at the time of submission and must serve as the School’s mascot in good standing at the time of nomination and at the time any prize is awarded. The Essay must identify (a) specific spirit-raising activities and skits in which the Nominee participated as the School’s mascot and (b) specific reasons why the mascot role is personally significant to such Nominee.

- M. To be considered for the “**Staff Member Award**”, a Nominee must be a staff member at the School, and in good standing in such position at the time of nomination and at the time any prize is awarded. The Essay must identify specific examples of commitment, enthusiasm and spirit.
- N. To be considered for the “**Superintendent Award**,” a Nominee must be a Superintendent for a School district and in good standing in such position at the time of nomination and at the time any prize is awarded. The Essay must specify at least two examples of Nominee’s commitment to elevating and improving the student experience for the School district.

Completing all of the steps set forth above in accordance with these Official Rules shall constitute one (1) Entry in the Contest for an Award Category, as applicable. **LIMIT: EACH ENTRANT SHALL SUBMIT NOT MORE THAN ONE (1) ENTRY FOR EACH AWARD CATEGORY.** In the event that an Entry on behalf of a Nominee is submitted by two or more Entrants, Sponsor reserves the right to accept the first such submitted Entry (as determined by Sponsor in its sole discretion) and to reject the other Entry or Entries. Entries received after the end of the Contest Period shall not be eligible to enter or win.

4. ENTRY GUIDELINES: All Entries, including, without limitation, any Essays, Photographs, Letters of Recommendations, and Linked Materials, and all elements thereof, must comply with the following minimum guidelines to be eligible (as determined by Sponsor in its sole and absolute discretion):

- i. Must be original.
- ii. Must not attempt to mislead Sponsor, including, without limitation, by submitting under a false identity or nominating a fictitious Nominee.
- iii. Entrant must have secured in writing (and be able to produce the writing) any and all rights necessary and appropriate to submit the information contained in the Entry in the Contest and grant the rights herein, including all necessary appearance and publicity releases.
- iv. Any Entry or any portion of any Entry must not have won a contest or any award, or been previously published or submitted in connection with other contests.
- v. Must be approved by the School’s administration.
- vi. Must not be fraudulent or infringe upon the copyrights, trademarks, property, privacy, publicity, intellectual property or other legal or moral rights of any person or entity.

- vii. Must not disparage Sponsor, an Entrant, 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.
- viii. Must not contain any material that is libelous, defamatory, obscene, vulgar, threatening, abusive, pornographic, hateful, or is otherwise objectionable.
- ix. 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.
- x. **Cannot appear to promote any competitor of Sponsor.** Sponsor reserves the right, in its sole discretion, to review all Entries and to edit, reject and/or remove any Entries without any notification or warning.
- xi. The Entries may not depict any messaging with which Sponsor does not wish to associate.

Sponsor reserves the right, in its sole discretion, to review all Entries, either before or after they have been posted and to edit, reject and/or remove any Entries, including, without limitation, where it determines an Entry violates these Official Rules and/or the foregoing guidelines, without any notification or warning. By submitting an Entry in the Contest, you hereby warrant and represent that your Entry (or, if the Entrant is a Minor, Entrant's parent or legal guardian represents and warrants that the Entry) conforms to the guidelines set forth herein, including that Entrant has obtained permission from any person whose name, likeness, performance or voice is used in any of the Entry materials. Entry must be in English. If you think that any Entry infringes your intellectual property rights, please visit <https://www.varsity.com/terms-of-use/>.

5. WINNER SELECTION AND NOTIFICATION: Entrants may submit an Entry for a Nominee(s) with respect to each of the Award Categories. The winners for each Award Category shall be determined by the following process:

Entries to the Contest shall be evaluated by a panel of judges designated by Sponsor in its sole discretion. Entries can earn a maximum of 100 points based on the following criteria:

Overall Score: **100 points**

A. Spirit Story (Essay)

- a. Adherence to guidelines set forth in award description (**15 points**)
- b. Strength of contribution to/impact on School and community (**25 points**)

- c. Demonstrated enthusiasm for School (**10 points**)
- B. Letter(s) of Recommendation (**25 points**)
 - a. Illustration of leadership
 - b. Examples of notable achievements and community involvement
- C. Photographs (**15 points**)
 - a. Demonstration of Nominee's excellence in the particular category
 - b. Overall impression (**10 points**)

Sponsor shall award the above points based, in its sole discretion, as to whether an Entry met the aforementioned criteria, which shall be conclusive and binding. In the event of a tie, the Entry with the highest score in "Adherence to guidelines set forth in award description" shall be deemed the potential Winner in the respective Award Category.

Sponsor shall select up to four (4) finalists for each Award Category (the "**Award Finalists**") from among those Nominees having the most points for each such Award Category, based on the criteria detailed above and in Sponsor's judges' sole determination. Sponsor shall notify each Award Finalist of their selection. Additional requirements may be included in any such notification to the Award Finalists. Sponsor reserves the right to select fewer than four (4) finalists for each of the Award Categories in its sole discretion including, but not limited to, if it does not receive a sufficient number of eligible and qualified entries. The Award Finalists shall be contacted by email and/or telephone within twenty (20) days after the end of the Contest Period and each such Award Finalist (or the parent or legal guardian of the Award Finalist if the Award Finalist is a Minor) shall be required to execute and return a Release (defined below) within seven (7) days of date of issuance of notification. In the case of a nomination of or by a School, an administrator, teacher, coach or administrative director representing a School (hereafter "**Authorized Representative**"), the Entrant and Nominee must be previously approved to participate on a School's behalf and authorized to complete 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. 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.

In the event that any of the notified Award Finalists do not respond to any such notification within seven (7) days of the date of the notification, a disqualification may result and the prize may be forfeited and an alternate Award Finalist may be selected by Sponsor. Entrants and Nominees, including the potential Winner, may be required to produce government issued identification. If any Winner is a Minor, Sponsor reserves the right in its sole discretion to award any such prize won by the Minor to and in the name of the Minor's parent or legal guardian. The Award Finalists will then be judged again by Sponsor's panel of judges based on the criteria detailed above and the Award Finalist that receives the highest score in each Award Category will be deemed a winner

in Sponsor's judges' sole determination (each a "**Winner**"). The Award Finalist Selected as the Winner in each Award Category will be announced at the virtual Varsity Brands School Spirit Awards Show scheduled to take place in June 2023.

A Nominee, including any Nominee deemed a Winner of an Award in any Award Category may choose to withdraw from consideration for such Award by submitting a written statement to Sponsor (or, in the case of a Minor, a written statement from such Nominee's parent or legal guardian) stating that such Nominee does not wish to be considered for such Award.

If any Winner or Award Finalist fails to comply with any of the obligations, requirements, terms and/or conditions of these Official Rules or is found to be ineligible or unqualified for any other reason (as determined by Sponsor in its sole discretion): the Winner or Award Finalist shall be subject to disqualification by Sponsor; any prize awarded to such person may be forfeited; and Sponsor may select an alternate Winner or Award Finalist. Sponsor in its sole discretion reserves the right to review, reject and/or withdraw from consideration any Entry that violates and/or does not comply strictly and in all respects with these Official Rules without any notification or warning. In the event (a) an Entrant does not comply with all of these Official Rules and/or (b) any notification sent by Sponsor to such Entrant is returned by the postal or courier service and/or by email as non-deliverable, Sponsor shall have the right in its sole discretion to disqualify such Entrant's Nominee, whereupon any prize for such Entrant's Award Category shall be forfeited and Sponsor in its sole discretion may select an alternate Winner and/or Award Finalist. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of any Award Finalist.

6. PRIZES: Fourteen (14) Award Categories: Sponsor shall award the sum of Forty-two Thousand (\$42,000.00) Dollars in the aggregate in prize money to the Winners in the Award Categories. The Winners of all Award Categories shall each receive a \$3,000.00 cash prize, which is paid via check. Please allow 4-8 weeks for prize delivery following the Awards Show.

United States residents that win \$600 or more in prize value will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. Each Winner must contact his or her own tax advisor for any questions concerning taxes.

ALL PRIZES ARE PROVIDED BY SPONSOR "AS IS" AND "WHERE IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SPONSOR HEREBY EXPRESSLY DISCLAIMS.

The approximate retail value ("**ARV**") of each prize provided to the Winner of an Award Category shall be \$3,000 for each Award Category. Prize cannot and shall not be transferred, substituted or

redeemed for cash, except at Sponsor's sole discretion. Sponsor reserves the right to substitute any prize, or portion thereof, with a prize of comparable or greater value, all as determined by Sponsor in its sole discretion. Each prize shall consist of only those items specifically stated herein as constituting a part of such prize. All federal, state and local income and other taxes based upon prize value and/or otherwise relating to the Contest are the sole and separate responsibility of each Winner. Winner cannot assign payments. Sponsor's only obligation is to pay the Winner (or, if the Winner is a Minor, Winner's parent or legal guardian).

7. **DELIVERY OF PRIZES:** Sponsor shall deliver prizes to each Award Category Winner by United States Postal Service or overnight courier to the address that such Winner provided to Sponsor.

8. **OWNERSHIP AND PUBLICITY:** As among Entrant, Nominee, Winner and Sponsor, Entrant and/or Nominee, as the case may be, shall be the sole owner of and shall be solely responsible for his or her Entry, that is provided in connection with the Contest. By participating in this Contest in any manner, each Entrant, Nominee, Winner, Award Finalist, and/or otherwise and, additionally, in the case of a Minor, his or her parent or legal guardian (each, a "**Licensor**") hereby expressly grants to Sponsor and each of its parent companies, affiliates (including, but not limited to, Hercules Achievement, Inc. and its subsidiaries), subsidiaries, agents and licensees (each, a "**Sponsor Party**") a royalty-free, unconditional, irrevocable, non-exclusive, sub-licensable, assignable and perpetual right, license and consent (the "**License**"), without any compensation, consideration or further notification, to use, edit, copy, reproduce, print, publish, display, transmit, distribute, sell, perform, adapt, enhance, and/or create derivative works from and/or with respect to the Entry and/or to make fair use thereof, including without limitation: (i) the Entry; (ii) the name, picture, likeness, and other personally identifiable information relating to a Licensor; and (iii) a School's name, logo, nicknames, mascot, city and state, team member photograph(s) and/or School song. Each Sponsor Party shall be entitled to utilize and exercise its rights under the License for any lawful purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes, in any media whatsoever now or hereinafter developed, including, without limitation, on Sponsor's websites, social media and application(s), without additional compensation, payment or consideration to the Licensor, except where prohibited by law. Sponsor shall not incur any liability whatsoever to Licensor or to any other party to the extent Sponsor or any Sponsor Party chooses to refrain from any exploitation of its rights hereunder. Each Winner (or the parent or legal guardian of such Winner, if such Winner is a Minor) shall be required to complete and sign the Release described in Section 5 hereof in order to maintain his/her/its eligibility to win a prize.

9. **RELEASE:** By participating in the Contest in any manner, each Entrant, Nominee, Winner, Award Finalist, and/or otherwise (and, additionally, in the case of a Minor, his or her parent or legal guardian) acknowledges and agrees: (1) to be bound by these Official Rules and all

decisions of the Sponsor relating hereto and/or to the Contest, which decisions are final and binding in all respects; (2) that his/her/its Entry (and all components thereof) shall not be acknowledged or returned; and (3) the Contest Parties shall have no liability and shall be held harmless by each Licensor (and, additionally, in the case of a Minor, his or her parent or legal guardian) for and against any and all liability, loss, injury or damage to participants or any other person or entity, including personal injury or death and/or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of such Licensor's participation in this Contest, the use of any Entry, including, without limitation, any Photographs or Linked Material, 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 and/or reject any entries or to modify, cancel, terminate or suspend the Contest (or any portion thereof) in the event of a Cancellation Event (defined below). In the event of such modification, cancellation, termination or suspension, Sponsor, in its sole discretion, as applicable, reserves the right, to select any Winner from among all eligible entries received prior to the Cancellation Event. Sponsor, in its sole discretion, reserves the right to conduct background check(s) of any and all records of any Entrant, Nominee, Winner, Award Finalist, School member and/or participant (and, additionally, in the case of a Minor, such Minor's parent or legal guardian), including without limitation, civil and criminal court records and police reports. To the extent necessary under law, upon request by Sponsor, every such person shall authorize such background check. Sponsor may also take all steps necessary (as determined in its sole discretion) to verify any information provided to Sponsor by any Entrant, Nominee, Winner, Award Finalist, School member and/or other participant (and, additionally, in the case of a Minor, such Minor's parent or legal guardian). In connection therewith, such individuals shall 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, Nominee, Winner, Award Finalist, School member and/or participant from any prize element, based on any background check. "**Cancellation Event**" shall mean a virus, bug, unauthorized human intervention or other causes, including but not limited to war or armed conflict (whether or not officially declared), labor controversy or threat thereof, Act of God, and/or any other cause that corrupts or impairs the administration, security, fairness or proper play of the Contest, all as determined by Sponsor in its sole discretion. 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 or proper administration of the Contest.

10. LIMITATION OF LIABILITY: NO CONTEST PARTY SHALL BE LIABLE OR RESPONSIBLE IN ANY MANNER, AND EACH OF THE CONTEST PARTIES HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, ANY LOSS, EXPENSE, COSTS, INJURY, DAMAGE OR ACCIDENT RESULTING DIRECTLY OR INDIRECTLY FROM: (1) THE ACTS OR OMISSIONS OF ANY OTHER PARTY IN CONNECTION WITH THE CONTEST, INCLUDING, WITHOUT LIMITATION, THE AWARDS SHOW AND ANY TRAVEL THERETO; (2) THE ACTS OR OMISSIONS OF ANY OF SPONSOR'S

CONTRACTORS OR AGENTS RELATING DIRECTLY OR INDIRECTLY TO THE CONTEST; AND (3) ACTS OF GOD, FIRE, ACTS OF PIRACY, STRIKES, CIVIL UNREST, THEFT, RIOTS, EPIDEMIC, DISEASE, QUARANTINE, WEATHER, DANGERS RELATED TO TRAVEL OR ANY OTHER ACTIVITIES OR FROM ANY CAUSE BEYOND SPONSOR'S CONTROL.

The Contest Parties shall not be responsible in any way whatsoever for any lost, incomplete, late, damaged, delayed, garbled, inaccurate, incomplete or misdirected Entries, messages, or other communications; failures and/or malfunction of telephones, telephone lines or telephone systems or other telecommunications and/or Internet blackouts, brownouts and/or connectivity; interrupted or unavailable network, server or other telecommunications and/or Internet connections including those available through the Website, 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 Entries. Use of any device to automate or subvert the entry process is prohibited and any Entries received through such means shall be void. Entries shall be disqualified if they contain inappropriate material or language, including profanity or if they otherwise do not abide by these Official Rules or other instructions of Sponsor.

11. LIMITATION OF DAMAGES: BY PARTICIPATING IN THIS CONTEST IN ANY MANNER, WHETHER AS AN ENTRANT, NOMINEE, WINNER, AWARD FINALIST, AND/OR OTHERWISE, YOU (AND, ADDITIONALLY, IN CASE YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE CONTEST PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY INJURY, DAMAGE, DEATH, LOSS, CLAIM, ACT OF GOD, ACCIDENT, DELAY OR ANY DIRECT, INDIRECT SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OR THEFT OF DATA OR RECORDS, LOSS OF GOODWILL, DELAY DAMAGES, BUSINESS INTERRUPTION OR LOST PROFITS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED IN ANY MANNER TO THE CONTEST OR THESE OFFICIAL RULES OR THE PERFORMANCE OR NON-PERFORMANCE OR DELAY IN PERFORMANCE BY THE CONTEST PARTIES, EVEN IF THE CONTEST PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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. INDEMNIFICATION: By participating in this Contest in any manner, whether as an Entrant, Nominee, Winner, Award Finalist, and/or otherwise, you (and, additionally, in the case of a Minor, your parent or legal guardian) agree to and shall indemnify, defend and hold harmless each of the Contest Parties from and against any and all claims, causes of action, demands, actions, lawsuits, proceedings, judgments, amounts paid in settlement and/or any other cost or expense including, without limitation, reasonable attorneys' fees, arising out of or related to: (1) your breach or alleged breach of these Official Rules, or the Terms of Use or Privacy Policy (as such terms are defined herein); (2) your negligence or commission of any other tort; (3) your violation or alleged violation of any applicable law; (4) your use of Sponsor's websites, social media and/or application(s) other than in accordance with the Terms of Use and Privacy Policy and all other policies and/or legal agreements between you and Sponsor; (5) your infringement or alleged infringement of the intellectual property rights or other rights of any third party; (6) your actions or omissions that directly or indirectly relate to or arise out of, in whole or in part, your use of any social media website and/or claims by any social media website; or (7) any other act or omission by or on behalf of you.

13. DISPUTES/CHOICE OF LAW: Except where prohibited by applicable law, each Entrant, Nominee, Winner, Award Finalist, and/or other participant in this Contest, as the case may be, agrees that: (i) all issues and questions concerning the Contest and these Official Rules shall be governed by Texas law without giving effect to any principles of conflicts of laws or statutes 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, Nominee, Winner, Award Finalist, and/or any other participant 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 shall attorneys' fees be awarded; and (iv) under no circumstances shall any Entrant, Nominee, Winner, Award Finalist, and/or other participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special or consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All federal, state and local laws and regulations apply to this Contest.

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. Contest is void where prohibited by law. 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.

14. PRIVACY: Personally identifiable information submitted by Entrants, Nominees, Winners, Award Finalists, and/or otherwise as part of this Contest shall be used to administer the Contest, select and announce the Winner(s) and fulfill the prizes, and shall be treated in accordance with Sponsor's terms of use (the "**Terms of Use**"), accessible at http://www.varsitybrands.com/terms_of_use; and Sponsor's privacy policy (the "**Privacy Policy**"), accessible at https://www.varsitybrands.com/privacy_policy. By submitting an Entry and/or otherwise participating in this Contest, you (and, additionally, in the case of a Minor, such Minor's parent or legal guardian) expressly agree and consent: (i) to be bound by these Official Rules; and (ii) to be bound by the Privacy Policy and the Terms of Use. If you are selected as a Winner, your name may also appear in a publicly available Winner's list.

15. OFFICIAL RULES / WINNERS LIST: For a copy of these Official Rules and/or a list of the Winners, please send a self-addressed, postage prepaid envelope by no later than June 30, 2023 to: Varsity Brands, LLC, 614460 Varsity Brands Way, Farmers Branch, TX 75244, and specify whether your request is for the Varsity Brands School Spirit Awards Contest Winners List and/or the Official Rules.

16. SPONSOR: The Sponsor of the Contest is Varsity Brands, LLC, 14460 Varsity Brands Way, Farmers Branch, TX 75244.

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