

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

NO PURCHASE 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, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands, (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 representing a public or private high school that is located in the fifty (50) United States or the District of Columbia (hereafter "School") and able to participate in this Contest (hereafter "Authorized Representative" and/ or "Entrant"). Entrant will be responsible for securing any necessary School permission (including the use of School uniforms) prior to participating in this Contest. Employees, officers, directors, agents and representatives of Varsity Brands ("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 9, 2019 at 12:01 a.m. Eastern Time ("ET") and ends on January 22, 2019 at 11:59 p.m. ET (the "Contest Period"). Sponsor's clock is the official clock of the Contest.

3. How to Enter: To enter the Contest, Entrant must be a member of varsitybrands.com. Registration is free and can be done by visiting Sponsor's website located at www.varsitybrands.com (the "Website"). During the Contest Period, visit the Website and follow the instructions on how to upload and submit your entry. You will be required to complete the following:

- i. Create a video no longer than 1 minute and 30 seconds proving why your school has the most school spirit in America (the "Video"). The Video must be in accordance with the Video Requirements/ Restrictions set forth in Section 4 below.
- ii. Tell the "Spirit Story of Your School" in a 500 word or less essay (the "Essay").
- iii. Get letters of recommendation from your principal and a community leader (a person with influence and recognition in the community) (the "Letters of Recommendation").
- iv. Complete the Official Entry Form by providing your name, telephone number, email address, name of school, school's address and school affiliation.
- v. Upload the Video, Essay and Letters of Recommendation.

Completing all of the steps above in accordance with these Official Rules will generate one (1) entry into the Contest. **LIMIT: ONE (1) ENTRY PER SCHOOL DURING THE CONTEST PERIOD.** Submissions received after the Contest Period will not be eligible to enter or win.

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

- 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 releases.
- Must not have won a contest or been previously published or submitted in connection with other video contests.
- Can be no longer than 1 minute and 30 seconds.
- **The only music allowed in your video is music from your marching band, school band, your fight song and other school songs, 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.**
- Video must include, but is not limited to, footage from the 2018-2019 school year:
 - 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 or animals will be allowed.
- Electrical (plug-in or battery operated) or compressed air apparatuses, including lights, lasers, and flashcubes (electrical or chemical) will not be allowed.
- Must be approved by the School's administration.
- Must not infringe upon the copyrights, trademarks, property, privacy, publicity, intellectual property or other legal or moral rights of any person or entity.
- Must not disparage Sponsor, an entrant, or any other person or party affiliated with the Contest 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.
- Must not contain any material that is libelous, defamatory, obscene, vulgar, threatening, abusive, pornographic, hateful, or is otherwise objectionable;
- Cannot depict illegal activity and cannot itself be in violation of any law.

Sponsor reserves the right to remove any Video that it determines in its sole discretion to have violated the Video Requirements/ Restrictions or if an Entrant otherwise violates or attempts to violate any portion of the Official Rules.

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 entries received during the Contest Period based on the following criteria:

Overall Score: **150 points**

- a. Spirit Story (Essay) **(50 points)**
 - i. Adherence to guidelines set forth in award description **(15 points)**
 - ii. Strength of contribution to/ impact on school and community **(25 points)**
 - iii. Demonstrated enthusiasm for school **(10 points)**
- b. Letter(s) of Recommendation **(25 points)**
- c. Photographs **(15 points)**
- d. Overall impression **(10 points)**
- e. Video **(50 points)**
 - i. Creativity **(25 points)**
 - ii. School Spirit **(25 points)**

In the event of a tie, the entry with the highest score in "School Spirit" will be deemed the Finalist School. The Entrants who submitted the finalist entries will be contacted by email and/ or telephone on or around February 6, 2019 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 date of issuance of notification. **NOTE: Entrant must be an Authorized Representative who is approved to participate on School's behalf and is able to complete an Affidavit on behalf of 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 entries. Sponsor reserves the right to selection more than four (4) finalist Schools in its sole discretion. The Sponsor and judges reserve the right to review all Videos either before or after they have been posted and reserve the right in their sole and absolute discretion to reject and/ or remove any entries or Videos that violates these Official Rules without any notification or warning.

(B) Voting: From February 6, 2019 at 5:00 p.m. ET until February 20, 2019 at 5:00 p.m. ET ("Voting Period"), the four (4) finalist entries 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. Each eligible voter (who will also be deemed an "Entrant" for purposes of Section 9-12 herein) will receive one (1) entry into the voting sweepstakes each time they vote. **LIMIT: ONE (1) VOTE PER PERSON PER DAY DURING THE VOTING PERIOD.** Any attempt by a voting entrant to obtain more than the stated number of votes by using multiple/ different email addresses, identities, registrations or logins, or any other methods that Sponsor deems unfair or inappropriate will void that voter's votes and the entrant may be disqualified. 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 entry 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 Performance: 0-100 points.

The four finalists may elect to travel to and participate in the Varsity Brands School Spirit Awards Show at the Walt Disney World®Resort in Orlando, Florida on May 11, 2019 (the “Awards Show”). Any finalist so electing shall be solely responsible to pay all costs, fees and taxes associated with traveling to and attending the Awards Show. Each finalist electing to travel to and participate in the Awards Show must notify Sponsor in writing no later than March 22, 2019, and must purchase the Sponsor Travel Package (“Travel Package”) in order to attend. Travel Package includes hotel, admission to Walt Disney World®Resort, certain meals, ground transportation, and admission to the Awards Show. Travel Package does not include airfare. Additional terms and conditions apply.

The Grand Prize Winner shall be announced at the Awards Show. No finalist shall be required to attend the Awards Show in order to be named the Grand Prize Winner.

7. Prizes:

One (1) Grand Prize: A \$25,000 Grant awarded to the winning School. 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, 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, in its sole discretion. Prize consists of only those items specifically stated as part of the prize. All federal, state and local taxes on prize value are the sole responsibility of the winners.

8. Ownership and Publicity: As between Entrant and Sponsor, Entrant owns the Video provided in connection with the Contest. By participating in this Contest and providing a Video, 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 Video, 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 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.

9. Release: By participating, each Entrant acknowledges and agrees: (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 entry (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 use of any Video 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, (i) select Voting Winner from among all non-suspect, eligible votes received up to time of such action; or (ii) 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 school members and/ or winners, including without limitation, civil and criminal court records and police reports. To the extent necessary under law, such individuals shall authorize this background check. Sponsor may also take all steps necessary to corroborate any information provided to Sponsor by winner in his/ her interview. 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 school member and/ or winner from any prize element, based on the background check. To the extent applicable to any Entrant, Winner, and/ or participant domiciled in Puerto Rico or the U.S. Virgin Islands, these rules will be interpreted to comply with the laws of the applicable jurisdiction.

10. Limitation of Liability: The Released Parties are not responsible for lost, incomplete, late, damaged, delayed, garbled, inaccurate, 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 entries or submissions or the tabulation of votes. Use of any device to automate or subvert the entry process is prohibited and any entries or submissions received through such

means will be void. Entries or submissions will be disqualified if they contain inappropriate material or language, including profanity.

11. Disputes/Choice of Law: Except where prohibited, each Entrant agrees that: (i) all issues and questions concerning these Official Rules shall be governed by Tennessee 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 Shelby County, Tennessee, 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 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.

12. Privacy: Personally identifiable information that is submitted by Entrants as part of this Contest will be used to administer the Contest, select & announce the winner(s) 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.

13. **Winners List: For a list of the winners (available after May 12, 2019), send a self-addressed, stamped envelope for receipt by May 31, 2019 to: Varsity Brands, Sponsor: Varsity Brands, 6745 Lenox Center Court Suite 300, Memphis, TN 38115**

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Sponsor: Varsity Brands, 6745 Lenox Center Court Suite 300, Memphis, TN 38115