

## Varsity Brands School Spirit Awards Contest: The Spirit Leader Awards

### 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 Varsity Brands School Spirit Awards Contest: The Spirit Leader Awards, by Varsity Brands (“Sponsor”) is open only to legal residents of the fifty (50) United States or the District of Columbia who are a registered member of [www.varsitybrands.com](http://www.varsitybrands.com) and (i) thirteen (13) years of age or older at the time of submission and affiliated with a School (as such term is defined below) as a student, teacher, administrator, or coach, including a member or coach of a Nominee team; (ii) eighteen (18) years of age or older at the time of submission and a member of the local community of the School; or (iii) eighteen (18) years of age or older at the time of submission and an employee in good standing of Sponsor at the time of entry and at the time the prizes are awarded (an “Entrant”). A “School” is defined as a public or private high school in the fifty (50) United States or the District of Columbia. Registration on [www.varsitybrands.com](http://www.varsitybrands.com) (the “Website”) is free and can be done by visiting the Website. A Nominee (“Nominee”) must be nominated by an Entrant for an award identified herein, must be a cheer or dance team for a School comprised of students thirteen (13) years of age or older, and must otherwise meet the criteria set forth in Section 3 below. Entrants will be responsible for securing any necessary School permission (including, without limitation, the use of a School’s name, logo, nicknames, mascot, etc.) prior to making any submission 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/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 be nominated or win.

**2. CONTEST PERIOD:** The Contest begins on November 26, 2018 at 12:00:01 a.m. Eastern Time (“ET”) and ends on December 7, 2018 at 11:59:59 p.m. ET (the “Contest Period”). Sponsor’s clock is the official clock of the Contest.

**3. HOW TO ENTER:** If Entrant is a minor in his or her state of residence (a “Minor”), Entrant must first obtain the permission of a parent or legal guardian to participate in and/or submit an entry for this Contest. Entrant (or, if the Entrant is a Minor, Entrant’s parent or legal guardian) expressly represents that by participating in and/or submitting an entry for the Contest, Entrant has the authority and has secured all permissions, including from the Nominee (or, if the Nominee team includes Minors, from the Nominee team members’ parents or legal guardians) to: (i) submit the entry and to enter the Nominee into this Contest; (ii) to provide all information submitted concerning the Entrant and the Nominee, including, without limitation, any photographs and any personally identifiable information; and (iii) to grant the Sponsor the rights set forth in these Official Rules. Entrant (or, if the Entrant is a Minor, Entrant’s parent or legal guardian) expressly agrees that, upon Sponsor’s request, Entrant (or, if the Entrant is a Minor, Entrant’s parent or legal guardian) will provide Sponsor any and all necessary

authorizations, consents, releases or other documentation in writing from any individual who appears in or is referenced in any entry. Entrant (or, if the Entrant is a Minor, Entrant's parent or legal guardian) expressly represents that he or she has the legal capacity to agree to these Official Rules.

During the Contest Period, visit the Website and follow the instructions on how to upload and submit your entry. To be considered for the Spirit Leader Award, Nominees must be a cheer or dance team for a School, with such team being comprised of students thirteen (13) years of age or older.

Entrants submitting for the Spirit Leader Award will be required to complete the following:

- i. A 700 word or less Spirit Story (Essay), divided as follows:
  - a. Team mission statement (a brief description of team goals, objectives and activities) – no more than 100 words;
  - b. Description of team's community service projects and initiatives, and the impact they have had on the community – no more than 250 words;
  - c. Description of team's most successful spirit-raising activities and the impact they have had on the school – no more than 250 words; and
  - d. Description of team's commitment to academic excellence and the measures taken to reach team academic standards – no more than 100 words.
- ii. Two (2) Photographs of the Nominee and their work. The Photographs must be in accordance with the Submission Requirements/Restrictions set forth in Section 4 below.
- iii. One (1) Letter of Recommendation: one from a School principal, administrator, or athletic director, and one from a community leader (a person with influence and recognition in the community).
- iv. OPTIONAL: No more than three (3) Links to additional media (including but not limited to press releases, videos, photos, and articles) ("Linked Material") of the Nominee.
- v. Log into your Website account.
- vi. Complete the Official Entry Form by providing your name, telephone number, email address, name of school, school's address and your affiliation with the school.
- vii. Upload the Spirit Story, Letters of Recommendation, Photographs and optional Links  
(Collectively, the "Entry") from your Website account.

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 ENTRANT, PER AWARD CATEGORY DURING THE CONTEST PERIOD.** In the event that more than one Entry is submitted on behalf of a specific Nominee for an Award Category by two or more Entrants,

Sponsor reserves the right to accept the first such submitted Entry and reject the remaining Entry or Entries. Entries received after the Contest Period will not be eligible to enter or win.

#### Alternate Method of Entry

Entrants may also choose to enter into the Contest via an alternate method of entry (“AME”) by mailing the above required information for the applicable Award Category, along with the Award Category for which a Nominee is being nominated, and the Entrant’s full name, address, telephone number, email address, name of school, school’s address and school affiliation, all of which shall be written by hand, to Varsity Brands School Spirit Awards, c/o Varsity Brands, 6745 Lenox Center Court Suite 300, Memphis, TN 38115. Any and all such AME’s must be post-marked by December 7, 2018. Each AME shall constitute one (1) entry for the Award Category identified therein. Sponsor shall not be responsible for any lost, stolen, incomplete, damaged, delayed, incomplete or misdirected AME’s, which shall not be considered for the Contest.

**4. SUBMISSION REQUIREMENTS/RESTRICTIONS:** All Entries, including, without limitation, the Essay, the Letters of Recommendation, any Photographs and Linked Material, must comply with the following minimum guidelines to be eligible:

Must be original.

Must not attempt to mislead Sponsor, including, without limitation, by submitting under a false identity or nominating a fictitious Nominee.

Entrant must have secured in writing (and be able to produce the documentation) 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 releases.

Any Entry or any portion of any Entry, including any Photographs or Linked Material, must not have won a contest or been previously published or submitted in connection with other contests.

Must be approved by the School’s administration.

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.

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, in its sole discretion, to review all Entries, including, without limitation, any Photographs or Linked Material, 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 these Submission Requirements/Restrictions, without any notification or warning.

**5. WINNER SELECTION AND NOTIFICATION:** The odds of winning shall depend on the number of eligible entries received during the Contest Period. Entrants may submit an Entry for a Nominee(s) for either or both of the cheer and dance categories of the Spirit Leader Awards, (each individually an “Award Category” and, collectively, the “Award Categories”). The winners for each Award Category (each a “Winner”) will be determined by the following process:

Entries to the Contest will be evaluated by a panel of judges designated by Sponsor based on the submitted Entry. Although it is not required, additional media provided by an Entrant (including, but not limited to, optional Links) may positively impact the “Overall impression” score and Sponsor reserves the right, in its sole discretion, to determine which two Photographs or three Links to consider if an Entrant submits more than two Photographs or three Links. Entries can earn a maximum of 100 points based on the following criteria:

1. Overall Score: **100 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)**

Sponsor shall award the above points based on its sole and absolute 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” will be deemed the Winner in the respective Award Category.

For the Spirit Leader Award Category, the Entrant who submits the highest scored dance Entry and the Entrant who submits the highest scored cheer Entry, as well as each Entrant’s Nominee (or the parent or legal guardian of the Entrant and/or Nominee if either is a Minor), will be contacted by email and/or telephone within fourteen (14) days of the end of the Contest Period. Additional requirements may be included in any such communication to the Entrant(s) and/or potential Winner(s). In the event that the notified potential Winner(s) does not respond to any such notification within three (3) business days of the date of notification, a disqualification may result, and the prize may be forfeited and an alternate winner may be selected by Sponsor.

The potential Winners (or the parent or legal guardian of the potential Winner if the potential Winner is a Minor) will be required to execute and return an Affidavit of Eligibility, Publicity Release and Release of Liability Agreement (collectively, the “Release”) within two (2) days of date of issuance of notification. Upon successful completion and return of the Release and

any other documents, the Nominees will be notified by the Sponsor and officially declared the Winners in the Spirit Leader Award Category. Entrants and Nominees, including the potential Winners, 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.

A Nominee, including any Nominee deemed a Winner in any Award Category, may choose to remove itself from consideration from such an Award Category or Award Categories by submitting a written statement from a coach or administrator affiliated with such Nominee to Sponsor indicating the Nominee wishes to be removed from consideration for the specific Award Category or Award Categories.

## **6. PRIZES:**

Each of the Spirit Leader Award Winners shall receive the following, all of which shall be determined and modified at Sponsor's sole discretion ("Spirit Leader Award Package"):

- i. Invitation for two (2) coaches and four (4) team captains of the (a) cheer Spirit Leader Award Winner to attend the 2019 UCA National High School Cheerleading Championship at Walt Disney World in Orlando, Florida on February 8-10, 2019, or (b) dance Spirit Leader Award Winner to attend the 2019 UDA National Dance Team Championship at Walt Disney World in Orlando, Florida on February 1-3, 2019 (collectively, "Competitions"); six (6) roundtrip coach airfares from a major airport near the Spirit Leader Award Winner's residence to Orlando, Florida; roundtrip ground transportation from and to Orlando International Airport to the Walt Disney World® Resort; lodging in three (3) rooms with double occupancy, pre-paid hotel fees and taxes and pre-paid resort fees at a hotel of Sponsor's choosing for up to three (3) nights; dinner on Friday night of the Competition; and two (2) meal vouchers per person (Sponsor shall additionally be responsible for the Spirit Leader Award Winners' hotel room standard fees and taxes and standard resort fees); invitation to attend a Competition does not automatically qualify the Spirit Leader Award Winner to compete in the Competition;
- ii. A feature spot during a Sponsor-associated event broadcast on ESPN or an affiliated network;
- iii. A feature video story on Varsity TV;
- iv. A feature story in a Spring 2019 issue of American Cheerleader Magazine;
- v. A cash prize of \$3,000.

All other costs, fees and taxes associated with the Spirit Leader Award Package, including, without limitation, any costs, fees and taxes not specifically identified herein (e.g., additional meals while attending the Competitions and travel and other costs associated with the Camps), shall be the sole responsibility of the Spirit Leader Award Winners. Sponsor is not responsible for the decisions of each Nominee team with regard to the distribution of the prizes.

Each Spirit Leader Award Winner must sign the Release as a pre-condition to receiving and participating in the Spirit Leader Award Package, and may be required to submit additional forms or information at Sponsor's request, the failure of which to do so may result in

disqualification of the Spirit Leader Award Winner from the Contest. If any Spirit Leader Award Winner resides within one hundred (100) miles of Orlando, Florida, such Spirit Leader Award Winner shall receive seven hundred fifty dollars for (\$750) roundtrip ground transportation for six (6) from and to the Spirit Leader Award Winner's place of residence to the Walt Disney World® Resort in place of the six (6) roundtrip coach airfares identified above (and shall not receive any air transportation as part of its Spirit Leader Award Package), and Sponsor shall not provide any refund or compensation of any kind to any such Spirit Leader Award Winner in the event of any such replacement. Sponsor shall not provide any refund or compensation of any kind in the event of a flight or other travel cancellation. Other limitations or conditions may apply.

ALL PRIZES AND THE SPIRIT LEADER AWARD PACKAGES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

The approximate retail value of each Spirit Leader Award Package is \$8,000. The actual retail value of each Spirit Leader Award Package may be higher or lower depending on travel dates and location and type of departure and return. The Spirit Leader Award Package may be subject to additional restrictions at Sponsor's sole and absolute discretion. Each Spirit Leader Award Winner shall not receive the difference between the approximate and actual retail value of its respective Spirit Leader Award Package. 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.

**7. DELIVERY OF PRIZES:** The Awards Category Winners shall receive their prizes via mail sent by United States Postal Service or via overnight courier to the address provided by such Winners to Sponsor upon being notified and declared the Winner in their respective Award Category.

**8. OWNERSHIP AND PUBLICITY:** As between Entrant, Nominee, Winner and Sponsor, Entrant and/or Nominee, as the case may be, owns the Entry, including any Photographs or Linked Material, provided in connection with the Contest. By participating in this Contest in any manner, each Entrant, Nominee, Winner, Finalist and/or otherwise (and, additionally, in the case of a Minor, his or her parent or legal guardian) grant Sponsor and each of its parent companies, affiliates (including, but not limited to, Hercules Achievement, Inc. and its subsidiaries), subsidiaries, agents and licensees a royalty-free, unconditional, irrevocable, non-exclusive, sub-licensable, assignable and perpetual right, license and consent, without any compensation, consideration or further notification, to use, edit, copy, reproduce, print, publish, display, transmit, distribute, sell, perform, adapt, enhance, or create derivative works from the Entry including, without limitation: (i) the Entry, including, without limitation, the Photographs and Linked Material; (ii) an Entrant's, Nominee's, Winner's, Finalist's and/or participant's name, picture, likeness, and other personally identifiable information; and (iii) a 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, now or hereinafter

developed (including, without limitation, on Sponsor's websites, social media accounts and application(s)), without additional compensation, payment or consideration to the Entrant, Nominee, Winner, and/or participant, except where prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each Winner (or the parent or legal guardian of the Winner if the Winner is a Minor) is required to complete and sign the Release in accordance with the foregoing 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, 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 the decisions of the Sponsor which are final and binding in all respects; (2) that his/her/its 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, Nominees, Winners and/or otherwise (and, additionally, in the case of a Minor, his or her parent or legal guardian) 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 Nominee's, Winner's, Finalist's and/or participant'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), or in connection with the Awards Show, Camps and Competitions, including any travel 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 any 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 any Entrant, Winner, 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, such individuals shall authorize this background check. Sponsor may also take all steps necessary to corroborate any information provided to Sponsor by any Entrant, Finalist, School member and/or other participant (and, additionally, in the case of a Minor, such Minor's parent or legal guardian). 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, Winner, Finalist, School member and/or participant from any prize element, based on any background check.

**10. LIMITATION OF LIABILITY:** NEITHER SPONSOR, ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, AGENTS AND REPRESENTATIVES NOR ANY OF ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES (INCLUDING, BUT NOT

LIMITED TO, HERCULES ACHIEVEMENT, INC. AND ITS SUBSIDIARIES), ADVERTISING/CONTEST/ FULFILLMENT AGENCIES, ANYONE ELSE CONNECTED WITH THE PRODUCTION AND DISTRIBUTION OF THIS CONTEST (COLLECTIVELY, THE “RELEASED PARTIES”) SHALL BE LIABLE OR RESPONSIBLE IN ANY MANNER, AND EACH OF THE RELEASED PARTIES 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 THIRD PARTIES IN CONNECTION WITH THE CONTEST, INCLUDING, WITHOUT LIMITATION, THE AWARDS SHOW, CAMPS AND COMPETITIONS 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 Released Parties are not responsible for lost, incomplete, late, damaged, delayed, garbled, inaccurate, incomplete or misdirected Entries, submissions 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](http://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. Use of any device to automate or subvert the entry process is prohibited and any Entries received through such means will be void. Entries will be disqualified if they contain inappropriate material or language, including profanity.

**11. LIMITATION OF DAMAGES:** BY PARTICIPATING IN THIS CONTEST IN ANY MANNER, WHETHER AS AN ENTRANT, NOMINEE, WINNER, FINALIST AND/OR OTHERWISE, YOU (AND, ADDITIONALLY, IN THE CASE OF A MINOR, SUCH MINOR’S PARENT OR LEGAL GUARDIAN) AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE 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, 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 OF THE RELEASED PARTIES, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, DESPITE THE ABOVE



LIMITATIONS OF LIABILITY AND DAMAGES, ANY OF THE RELEASED 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 LIABILITY OF THE RELEASED PARTIES SHALL IN NO EVENT EXCEED THE SUM OF ONE HUNDRED DOLLARS (\$100.00).

**12. INDEMNIFICATION:** By participating in this Contest in any manner, whether as an Entrant, Nominee, Winner, Finalist and/or otherwise, you (and, additionally, in the case of a Minor, such Minor's parent or legal guardian) agree to and shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands and/or causes of action, including, without limitation, costs, expenses and 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 any other tort; (3) your violation or alleged violation of any law; (4) your use of Sponsor's websites or social media sites other than in accordance with the Terms of Use and Privacy Policy; (5) your infringement or alleged infringement of the intellectual property rights or other rights of any third party; or (6) any other act or omission by or on behalf of you.

**13. DISPUTES/CHOICE OF LAW:** Except where prohibited, each Entrant, Nominee, Winner, 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 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, Nominee, Winner, 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 attorneys' fees; and (iv) under no circumstances will any Entrant, Nominee, Winner, 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 and absolute 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(s) 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 Finalists and/or otherwise 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 terms of use (the "Terms of Use"), accessible at

[http://www.varsitybrands.com/terms\\_of\\_use](http://www.varsitybrands.com/terms_of_use); and Sponsor's privacy policy (the "Privacy Policy"), accessible at [http://www.varsitybrands.com/privacy\\_policy](http://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; (ii) to be bound by the Privacy Policy and the Terms of Use; and (iii) to receive telephone and/or email communications from Sponsor, and each of its parent companies, subsidiaries, affiliates, agents and representatives for marketing, solicitation or other commercial purposes.

**15. OFFICIAL RULES / WINNERS LIST:** For a copy of these Official Rules and/or a list of Contest winners, please send a self-addressed, postage prepaid envelope by no later than May 31, 2019 to: Varsity Brands, **Sponsor:** Varsity Brands, LLC 6745 Lenox Center Court, Suite 300, Memphis, TN 38115, 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, Sponsor: Varsity Brands, LLC 6745 Lenox Center Court, Suite 300, Memphis, TN 38115. This Contest is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter, Instagram, Pinterest, YouTube, Google+, Vine, Snapchat or any other social media platform or any third party application or interface therewith (each, a "Social Media Website"). You (and, additionally, in the case of a Minor, such Minor's parent or legal guardian) agree to indemnify, defend and hold harmless the Released Parties from any action, claim, lawsuit, proceeding, cause(s) of action, judgment, paid settlement amount or other cost or expense (including reasonable attorneys' fees and other professional fees and costs) 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 against any of the Released Parties. By entering in and/or otherwise participating in the Contest, you (and, additionally, in the case of a Minor, such Minor's parent or legal guardian) expressly waive and release all claims, damages, injuries or losses of any kind that you may have, past, present or future, against each of the Social Media Websites in connection with the Contest or otherwise.

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