

Varsity Brands School Spirit Awards Contest

Official Rules

NO PURCHASE IS NECESSARY. YOUR CHANCES OF WINNING SHALL NOT BE IMPROVED BY YOUR PURCHASE OR PAYMENT OF ANY KIND. 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, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands who are (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; (ii) thirteen (13) 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 (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 (each, an “Award”) as described below. A Nominee must be thirteen (13) years of age or older or, if a group, composed of individuals ages 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 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 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 on 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 7, 2020 at 12:01 a.m. Eastern Time (“ET”) and ends on January 21, 2020 at 11:59 p.m. ET (the “Contest Period”). Sponsor’s designated clock shall be the sole official timekeeper for the Contest and Sponsor reserves the sole right to determine the timeliness of any entry. All entries and submissions 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 his or her 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) grant 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 may visit the Website and must follow the instructions therein with respect to uploading and submitting his or her entry. An Entrant shall be required to complete and submit the following documents and content for each applicable Award Category or for the Principal Award (as such terms are defined below):

- i. One (1) Spirit Story (**essay**) of not more than 500 words (the “Essay”) detailing reasons why Nominee deserves to receive an Award in an Award Category (as such terms are defined below). The Spirit Story must include specific references 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, administrator or a community leader (a person with influence and recognition in the community) (the “Letter of Recommendation”);
- iii. Two (2) photographs (the “Photographs”) of the Nominee and his/her/their work. Each Photograph must be strictly in accordance with the Submission Requirements/Restrictions 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.

v. Each Entrant must complete the Official Entry Form by providing his or her legal name, telephone number, email address, name of his or her 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") from his or her Website account.

Awards shall be given in each of twenty (22) categories as described below (each, other than the Principal Award (as such term is defined below) an "Award Category" and collectively, other than the Principal Award, 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:

1. To be considered for the "**Athlete Award**," a Nominee must be a student currently enrolled in a public or private high school (a "School") located in any state located in the United States or the District of Columbia (hereinafter, a "Student"). At the time of submission, such Nominee must participate in at least one sport at a School. The Essay must identify specific examples of such Nominee's leadership, sportsmanship, and teamwork.

2. To be considered for the "**Team Manager Award**," a Nominee must be a Student and the manager of an officially recognized athletic team (a "Team") at his or her School at the time of submission. The Essay must include specific examples or anecdotes detailing the Student's commitment to his or her role as the manager of such Team.

3. To be considered for the "**Student Award**," a Nominee must be a Student at the time of submission, must participate in at least one club or sport at his or her School, and must hold at least one leadership position within the School. The Essay must identify specific examples of such Nominee's leadership, commitment, and school spirit.

4. To be considered for the "**Choir Award**," Nominees must be a choir group for a School, with such group being comprised of Students. The Essay must include specific examples of school involvement, creativity and spirit.

5. To be considered for the "**Pep Band Award**," Nominees must be a band or drumline for a School with such band being comprised of Students. The Essay must include specific examples of school involvement, creativity and spirit.

6. To be considered for "**Mascot Award**," a Nominee must be a Student at the time of submission and must serve as a School mascot. The Essay must identify (a) specific spirit-raising activities and skits in which the Nominee participated as a School mascot and (b) specific reasons why the mascot role is personally significant to such Nominee.

7. To be considered for the “**Student Government Award**,” Nominees must be a School student government organization with such organization being comprised of Students. The Essay must include specific examples of leadership, involvement and spirit.
8. To be considered for the “**Superintendent Award**,” a Nominee must be a Superintendent for a School. The Essay must specify at least two examples of nominee’s commitment to elevating and improving the student experience.
9. To be considered for the “**Principal Award**,” (the “Principal Award”), a Nominee must be a principal at a School. 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 his or her School.
10. To be considered for the “**Coach Award**,” a Nominee must be a coach of a School Team, 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.
11. To be considered for the “**Athletic Director Award**”, a Nominee must be an athletic director who is employed by a School at the time of submission. The Essay must identify specific examples of leadership, teamwork, and spirit.
12. To be considered for the “**Teacher Award**”, a Nominee must be a teacher who is employed by a School at the time of submission. The Essay must identify at least one example of such Nominee’s mentorship and/or teaching excellence.
13. To be considered for the “**Athletic Trainer Award**”, a Nominee must be an athletic trainer who is employed by a School at the time of submission. The Essay must identify specific examples of commitment, training excellence and spirit.
14. To be considered for the “**Staff Member Award**”, a Nominee must be a staff member who is employed by a School at the time of submission. The Essay must identify specific examples of commitment, enthusiasm and spirit.
15. To be considered for the “**School Counselor Award**”, a Nominee must be a guidance counselor who is employed by a School at the time of submission. The Essay must identify at least one example of mentorship excellence, student support and school involvement.
16. To be considered for the “**School Tradition Award**”, a Nominee must be a School that has a tradition which existed for at least four (4) years. Such tradition 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.

17. To be considered for the “**Community Service Project Award**”, a Nominee must be a School. The community service project 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.

18. To be considered for the “**Game Day Experience Award**”, a Nominee must be a School. The game day experience must involve the majority of the Students at such School, and must be positive, uplifting and uniquely significant to such School. The Essay must identify specific examples of inclusiveness, tradition and school spirit.

19. To be considered for the “**Yearbook Award**”, a Nominee must be a School. Such Nominee must submit no more than five (5) pages from the 2019-2020 yearbook for such School. The Essay must include specific examples of School pride from such yearbook.

20. 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.

21. To be considered for the “**Believe In You Award**”, a Nominee must be a School. The Essay must describe at least two (2) programs or initiatives designed and/or implemented by such Nominee to support inclusiveness at such School.

22. To be considered for the “**Spirit of Sportsmanship Award**”, a Nominee must be a School Team. The Essay must identify specific examples or anecdotes demonstrating such Team’s good sportsmanship.

23. 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.

24. To be considered for the “**Spirit Leader Award**”, a Nominee must be a School Cheerleading Squad and/or a School Dance Team. The Essay must identify specific examples of commitment to community service, outstanding school athletic support, creative spirit raising activities and strong academics.

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 or for the Principal Award, as applicable. **LIMIT: EACH ENTRANT SHALL SUBMIT NOT MORE THAN ONE (1) ENTRY FOR EACH AWARD CATEGORY AND NOT MORE THAN ONE (1) ENTRY FOR THE PRINCIPAL AWARD.** 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.

Alternate Method of Entry

Entrants may choose to enter the Contest via an alternate method of entry (“AME”) by mailing the information set forth in Section 3(i), (ii), and (iii) and the information set forth above that is required to enter an Award Category or the Principal Award 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 postmarked by January 21, 2020. Each AME shall constitute one (1) entry for the Award Category identified therein or for the Principal Award if 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, any Photographs and Linked Materials, 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 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 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) with respect to each of the Award Categories and for the Principal Award. The winners for each Award Category and for the Principal Award (each a “Winner”) shall be determined by the following process:

Entries to the Contest shall 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 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 twenty (20) finalists for each Award Category (the “Award Finalists”) and up to four (4) finalists for the Principal Award (the “Principal Award Finalists”) from among those Nominees having the most points for each such Award Category and for the Principal Award, based on the criteria detailed above and in Sponsor’s sole determination. Sponsor shall notify each Award Finalist and Principal Award Finalist of his or her selection. Additional requirements may be included in any such notification to the Award Finalists. Sponsor reserves the right to select fewer than twenty (20) finalists for the each of the Award Categories and fewer than four (4) finalists for the Principal Award 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 and the Principal 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) and Principal Award Finalist shall be required to execute and return a Release 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 able to complete a Release and, in Sponsor’s sole discretion, complete other additional authorizations, consents, releases and other documents on behalf of his or her respective School. In the event that the notified Award Finalists or Principal 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 or Principal 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 Finalist Selected as the Winner in an Award Category and the Winner of the Principal Award will be announced at the Varsity Brands School Spirit Awards Show at the Walt Disney World® Resort in Orlando, Florida on May 9, 2020 (the “Awards Show”). No Award Finalist or Principal Award Finalist shall be required to attend the Awards Show in order to be named a Winner.

The Principal Award Finalists may elect to travel to and participate in the Awards Show. Each Principal Award Finalist must notify Sponsor in writing by no later than March 6, 2020 regarding whether he or she elects to travel to and participate in the Awards Show. Subject to Sponsor’s additional terms and at Sponsor’s sole discretion, Sponsor shall pay the Principal Award Finalists’ reasonable travel costs to attend the Awards Show as expressly detailed in these

Official Rules. Each Principal Award Finalist is solely responsible for obtaining any necessary travel documentation for himself or herself. The Winner of the Principal Award shall be determined by the highest score submitted in any Entry for such Principal Award. The Winner of the Principal Award shall be announced live at the Awards Show. While the Principal Award Finalist is not required to attend the Awards Show in order to be named a Winner, in the event that Principal Award Finalist: (i) does not respond to any such notification and execute and return the Release to Sponsor within seven (7) days of the date of notification, and (ii) does not notify Sponsor in writing by March 6, 2020 regarding whether he or she elects to travel to and participate in the Awards Show, Sponsor may in its sole discretion disqualify any such Principal Award Finalist from consideration for the Principal Award and an alternate Winner for the Principal Award may be selected.

Each Award Finalist may be invited by Sponsor in its sole discretion to attend the Awards Show on May 11, 2019 at the Walt Disney World® Resort. In any such event, such Award Finalist shall be solely responsible to pay all costs, fees and taxes associated with traveling to and attending the Awards Show. Each Award Finalist electing to travel to and participate in the Awards Show must notify Sponsor in writing no later than March 21, 2020, 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.

A Nominee, including any Nominee deemed a Winner of an Award in any Award Category or the Principal Award, 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, Award Finalist or Principal 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, Award Finalist or Principal 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, Award Finalist or Principal 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 or the Principal Award shall be forfeited and Sponsor in its sole discretion may select an alternate Winner, Award Finalist and/or Principal Award Finalist.

7. PRIZES: Twenty-five (25) Award Categories and Principal Award Winners: Sponsor shall award the sum of One Hundred Thousand (\$100,000.00) Dollars in the aggregate in prize money to the Winners in the Award Categories, the Principal Award, and the America's Most Spirited High School Award. The Winner of the America's Most Spirited High School Award shall win \$25,000.00; the Winners of all other Award Categories and the Principal Award shall each win a \$3,000.00 cash prize.

Each Principal Award Finalist who elects to travel to and participate in the Awards Show in person in accordance herewith shall receive the following for himself or herself and one (1) travel companion, if any, who must travel together: two (2) roundtrip coach airline tickets (the "Plane Tickets") to Orlando, Florida from a major airport (as determined by Sponsor in its sole discretion) located near the Principal Award Finalist's residence; roundtrip ground transportation from and to Orlando International Airport to the Walt Disney World® Resort (the "Resort"); pre-paid lodging for not more than three (3) nights in one (1) standard double occupancy room at such Resort (including all pre-paid hotel fees and taxes and prepaid Resort fees) and breakfast, lunch and dinner at a restaurant in such Resort of Sponsor's choosing (collectively, the "Principal Finalist Package"), all of which shall be subject to modification at any time and from time to time at Sponsor's sole discretion. The Principal Award Finalists shall be solely responsible to pay all of their other costs and expenses (including without limitation meals that exceed the limitations set forth herein) and all federal, state and local taxes (including without limitation income taxes) associated with the Principal Finalist Package and receipt thereof. Each Principal Award Finalist's travel companion, if any, must sign the Release as a precondition to receiving and participating in the Principal Finalist Package. Sponsor reserves the right to require such companion to submit any and all additional forms, documentation and/or information at Sponsor's request. Sponsor in its sole discretion reserves the right to disqualify any Principal Award Finalist from the Contest if his or her travel companion does not comply with the foregoing. In lieu of and substitution for the Plane Tickets, Sponsor reserves the right to provide the sum of Two Hundred Fifty (\$250.00) Dollars to any Principal Award Finalist who resides within one hundred (100) miles of Orlando, Florida, to be used by such Principal Award Finalist for his or her travel expenses between the Principal Award Finalist's place of residence and the Walt Disney World® Resort; provided, however, that Sponsor shall not pay such Principal Award Finalist for any such travel expenses that exceed \$250.00 and such Principal Award Finalist shall be solely responsible to pay same. Sponsor shall not provide any refund or compensation of any kind to any Principal Award Finalist in the event of a flight or other travel cancellation. Other limitations and/or conditions may apply. United States residents that win \$600 or more in Prizes 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. Puerto Rico residents that win \$500 or more in Prizes will receive a Form 480.6A, with a duplicate sent to the Puerto Rico tax authorities. You must contact your own tax advisor for any questions concerning taxes.

ALL PRIZES AND THE PRINCIPAL FINALIST PACKAGE 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 all Award Categories with the exception of an ARV of \$25,000 for the America’s Most Spirited High School Award. The ARV of each Principal Finalist Package shall be the sum of Two Thousand (\$2,000.00) Dollars, with the exception that the ARV of the prize given to the Winner of the Principal Award shall be \$5,000.00, including such Winner’s Principal Finalist Package. The actual retail value of each such Principal Finalist Package may vary from such ARV depending on travel dates, location and type of departure and return. The Principal Finalist Package may be subject to additional restrictions at Sponsor’s sole discretion. Each Principal Award Finalist shall not receive any moneys and/or other remuneration and/or reimbursement in excess of the ARV of his or her Award, even if the actual retail value thereof exceeds the ARV for such Award. Total ARV of all prizes: \$118,000.00.

Prizes 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 and each Principal Award Finalist.

8. DELIVERY OF PRIZES: Sponsor shall deliver prizes to each Award Category Winner and the Principal Award Winner by United States Postal Service or overnight courier to the address that such Winner provided to Sponsor. Notwithstanding the foregoing, the Winner of the Principal Award shall be entitled, but shall not be required, to claim his or her prize in person at the Awards Show.

9. 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, including any Photographs or Linked Material that are provided in connection with the Contest. By participating in this Contest in any manner, each Entrant, Nominee, Winner, Award Finalist, Principal 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, including without limitation the Photographs and the Linked Material and any video(s); (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 Licensee 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 9 hereof in order to maintain his/her/its eligibility to win a prize.

10. RELEASE: By participating in the Contest in any manner, each Entrant, Nominee, Winner, Award Finalist, Principal 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 Licensee (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), or otherwise directly or indirectly in connection with the Awards Show, including any travel and lodging 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, Principal 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, Principal 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, Principal 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. To the extent applicable to any Entrant, Nominee, Winner, Award Finalist, Principal Award Finalist, School member 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.

11. 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, submissions or email messages; 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.

12. **LIMITATION OF DAMAGES:** BY PARTICIPATING IN THIS CONTEST IN ANY MANNER, WHETHER AS AN ENTRANT, NOMINEE, WINNER, AWARD FINALIST, PRINCIPAL 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).

13. **INDEMNIFICATION:** By participating in this Contest in any manner, whether as an Entrant, Nominee, Winner, Award Finalist, Principal 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 (as such term is defined herein); or (7) any other act or omission by or on behalf of you.

14. DISPUTES/CHOICE OF LAW: Except where prohibited by applicable law, each Entrant, Nominee, Winner, Award Finalist, Principal 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 Tennessee 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 Shelby County, Tennessee, and Entrant, Nominee, Winner, Award Finalist, Principal 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, Principal 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(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.

15. PRIVACY: Personally identifiable information submitted by Entrants, Nominees, Winners, Award Finalists, Principal 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; (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.

16. 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, 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.

17. SPONSOR: The Sponsor of the Contest is Varsity Brands, LLC **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+, Snapchat or any other social media platform or any third party application or interface therewith (each, a “Social Media Website”). 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.

The Contest and all accompanying materials are the sole and exclusive property of Varsity Brands, LLC and/or their respective owners. Varsity Brands, LLC reserves the right to enforce its copyright, trademark and all other rights to the maximum extent permitted by applicable law. Copyright © 2019 by Varsity Brands, LLC. All rights are expressly reserved.