

BSN SPORTS “SURGE™ \$10K Double Play” Contest
Official Rules

IMPORTANT NOTICE: THESE OFFICIAL RULES CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER ([SECTION 16](#)) THAT AFFECT YOUR LEGAL RIGHTS AS DETAILED BELOW. PLEASE READ CAREFULLY.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET. PARTICIPATION IN THE CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE TERMS.

1. **CONTEST.** Welcome to BSN Sports, LLC’s “SURGE™ \$10K Double Play” Contest (the “Contest”). No purchase is necessary to enter or win, and no deposit, entry fee, payment, or proof of purchase is necessary to participate in this Contest.
2. **SPONSOR.** The sponsor of this Contest is BSN Sports, LLC (“Sponsor”), an affiliate of Varsity Brands, Inc. The Sponsor may be contacted at surge@bsnsports.com or 14460 Varsity Brands Way, Farmers Branch, TX, 75244.
3. **CONTEST PERIOD.** The Contest begins on **July 7, 2026**, at 12:00:01 a.m. Eastern Time (“ET”) (the “Start Date”) and ends on **August 11, 2026**, at 11:59:59 p.m. ET (the “End Date”). The period from the Start Date to the End Date is the “Contest Period.” Sponsor reserves, in its sole discretion, the right to extend the Contest Period for any reason without prior notice. Any extension of the Contest Period will be publicized at <https://surge.varsityuniversity.org/> (the “Website”). It is the participant’s responsibility to check the Website regularly to stay informed of any changes with respect to the End Date. Sponsor’s clock is the official clock of the Contest.
4. **ELIGIBILITY.** The Contest is open to any public or private (i) middle school girls’ sports program, (ii) high school girls’ sports program, (iii) college or university women’s sports program, or (iv) independent girls’ sports organization (e.g., girls’ club or select programs) located in the fifty (50) United States or the District of Columbia (each a “Sports Organization”) that, through its Authorized Representative, is a SURGE™ member or becomes a new SURGE™ member during the Contest Period.

Individuals who enter the Contest on behalf of a Sports Organization must: (i) be legal residents of the fifty (50) United States or the District of Columbia; (ii) be at least the legal age of majority in their state of residence; (iii) be a high school girls’ sports coach or athletic director, middle school girls’ sports coach or athletic director, girls’ club owner or coach, or college or university women’s sports coach or athletic director, in each case in good standing with the

Sports Organization both at the time of entry and at the time any Prize (as defined in Section 8) is awarded; and (iv) be authorized by the Sports Organization to participate in this Contest and submit an entry on behalf of the Sports Organization (each an “Authorized Representative”).

EACH AUTHORIZED REPRESENTATIVE IS ENTERING THE CONTEST ON BEHALF OF A SPORTS ORGANIZATION. NO AUTHORIZED REPRESENTATIVE WILL WIN A PRIZE, AND THE CONTEST WILL NOT RESULT IN PERSONAL FINANCIAL GAIN, PERSONAL OWNERSHIP, CASH-EQUIVALENT VALUE, OR OTHER PERSONAL BENEFIT TO THE AUTHORIZED REPRESENTATIVE.

By entering the Contest, each Authorized Representative represents and warrants that they have the right and authority to enter this Contest on behalf of a Sports Organization, to disclose the information required by Sponsor, and to accept any awarded Prize for and on behalf of a Sports Organization, subject to the Sports Organization’s applicable school, district, university, club, athletic association, conference, NCAA, ethics, conflict-of-interest, gift-acceptance, procurement, and internal approval rules and policies.

Only one (1) Sports Organization per school, team, or club organization can win a Prize; however, multiple coaches, athletic directors, owners, or other eligible Authorized Representatives from the same school, team, or club organization are permitted to submit entries.

Employees, officers, directors, 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 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 participate or win.

Sponsor reserves the right to verify eligibility and to adjudicate any dispute regarding an Authorized Representative’s or Sports Organization’s eligibility at any time. If in participating in the Contest an Authorized Representative provides any false information including with respect to the Authorized Representative’s and/or Sports Organization’s identity, residency, mailing address, telephone number, email address, ownership of right, authority to enter on behalf of the Sports Organization, or information required for entering the Contest, the Authorized Representative and their affiliated Sports Organization may be immediately disqualified from the Contest in Sponsor’s sole discretion.

5. **ACCEPTANCE OF OFFICIAL RULES AND TERMS.** Each Authorized Representative entering the Contest, on behalf of themselves and their affiliated Sports Organization, agrees that they have reviewed and accept the Varsity Brands [Privacy Policy](#) and [Terms of Service](#). In addition, each Authorized Representative agrees they have reviewed and unconditionally agree to abide by these BSN SURGE™ \$10K Double Play Contest Official Rules (the “Official Rules”) and the decisions of the Sponsor, which are final and binding in all respects with respect to the Contest.

These Official Rules govern the Contest, but they do not govern Sponsor's websites or services, which are governed by their own terms. Disputes arising out of or related to the Contest will be governed exclusively by Section 16 of these Official Rules.

In the event of a conflict between these Official Rules and any instructions or interpretations of these Official Rules given by an employee or agent of Sponsor regarding the Contest, these Official Rules shall prevail, govern, and control. In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Contest-related materials, these Official Rules shall prevail, govern, and control.

6. **HOW TO PARTICIPATE.** No purchase or payment is necessary to participate in the Contest. To enter the Contest, each participating Authorized Representative must be a SURGE™ member and must visit the Website at <https://surge.varsityuniversity.org/> during the Contest Period to complete the Contest entry form on behalf of a Sports Organization (the "Entry Form"). An Authorized Representative who is not already a SURGE™ member must first complete the free SURGE™ registration process at www.bsnsports.com/surge and then complete the Entry Form at <https://surge.varsityuniversity.org/>.

To complete a Submission for the Contest, the Authorized Representative must provide all information required on the Entry Form and respond to the two (2) Essay question prompts detailed in Section 9, with each response limited to 500 words or fewer (each response, an "Essay" and collectively, the "Essays"):

- a. **Entry Form:** Complete all required sections of the Entry Form, ensuring all information is correct before submission.
- b. **Essays:** Respond to the two (2) Essay question prompts (as detailed in Section 9) in 500 words or fewer per Essay.

To qualify for entrance in the Contest, an Authorized Representative must complete and submit the Entry Form and Essays (collectively, a "Submission") before the Contest End Date (August 11, 2026, at 11:59:59 p.m. ET).

Completing all the steps above in accordance with these Official Rules will generate one (1) Submission into the Contest by the participating Authorized Representative on behalf of a Sports Organization.

LIMIT ONE (1) PRIZE PER SCHOOL, TEAM, OR CLUB ORGANIZATION. Multiple coaches, athletic directors, owners, or other eligible Authorized Representatives from the same school, team, or club organization are permitted to submit Submissions; however, only one (1) Sports Organization per school, team, or club organization is eligible to win a Prize.

Sponsor shall not be liable for any problems that occur during the entry process, including without limitation, late, incomplete, delayed, undelivered, or misdirected Submissions, and shall not have any obligation to advise any Authorized Representative of an incomplete,

invalid, or undeliverable Submission. Sponsor shall likewise not be required to acknowledge a Submission once submitted. No illegible, incomplete, forged, altered, or automatically generated Submissions will be accepted. Submissions that are incomplete or do not adhere to the Official Rules or specifications stated herein may be disqualified at Sponsor's sole discretion. Submissions received after the Contest Period will not be eligible to enter or win.

Should multiple users of the same email account enter the Contest and a dispute thereafter arise regarding the identity of the individual who completed the Submission, the authorized account holder of said email account at the time of entry will be considered the participating Authorized Representative. "Authorized account holder" is defined as the natural person who is assigned an email address by an internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address.

7. **CONSENT TO COMMUNICATIONS.** An Authorized Representative who completes a Submission thereby consents to receive communications from the Sponsor for the purpose of administering this Contest. Further, in the event the Sports Organization on behalf of which the Authorized Representative entered the Contest is selected as a winner ("Winner") of a Prize (as defined in Section 8), the Authorized Representative consents to be contacted for additional comments or media promotion related to the Contest.

An Authorized Representative who completes a Submission will not receive communications from the Sponsor about other offers and communications that may be of interest to the Authorized Representative unless the Authorized Representative has already agreed to receive such communications independent of their participation in the Contest.

8. **PRIZE DETAILS AND RELATED TERMS.** Two (2) Sports Organizations will be selected as Winners to each receive a Prize. The total approximate retail value ("ARV") of all Prizes awarded in this Contest is USD \$20,000. Each Prize consists of a restricted, non-cash \$10,000 BSN SPORTS merchandise credit to be used toward future purchases of anything BSN SPORTS offers, including apparel, uniforms, and equipment.

Each credit may be drawn down over time and may be applied toward taxes, shipping, customization, and other fees associated with eligible BSN SPORTS purchases. All credits must be used by November 30, 2026, or any unredeemed value of the Prize will be forfeited. The ARV of any Prize is as of the date of printing of these Official Rules and is based on available information provided to Sponsor. The value of any Prize awarded to a winning Sports Organization may be reported for tax purposes where required by law. Any difference between the actual value of the Prize and the ARV set forth in these Official Rules may not be claimed and will not be awarded.

THE PRIZE WILL BE AWARDED TO THE SPORTS ORGANIZATION ON BEHALF OF WHICH THE AUTHORIZED REPRESENTATIVE ENTERED, AND NOT TO THE AUTHORIZED REPRESENTATIVE WHO SUBMITTED THE SUBMISSION. NO COACH, ATHLETIC DIRECTOR, CLUB OWNER, STUDENT-ATHLETE, STAFF MEMBER, PARENT, BOOSTER, OR OTHER INDIVIDUAL WILL

RECEIVE ANY PERSONAL COMPENSATION, PERSONAL OWNERSHIP, CASH-EQUIVALENT VALUE, OR OTHER PERSONAL FINANCIAL BENEFIT FROM THE PRIZE.

ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Sponsor reserves the right to deny producing the branding requested by the Winner if Sponsor, in its sole discretion, reasonably believes the Winner's marks infringe a third party's intellectual property.

The Prize is non-transferable, non-assignable to individuals, and not redeemable for cash. No Prize substitution is allowed by any Winner. At the sole discretion of the Sponsor, Sponsor may (and reserves the right to) substitute the Prize (or portion thereof) with one of comparable or greater value.

The Prize may be used only for legitimate team or program purchases from BSN SPORTS through lawful purchasing channels available to the winning Sports Organization. Any items purchased using the Prize remain subject to the winning Sports Organization's applicable policies and may not be distributed or used as impermissible personal awards, compensation, cash-equivalent benefits, or extra benefits.

9. **SELECTION OF WINNERS.** A panel of judges, consisting of members of the BSN Marketing Team, will review, score, and select two (2) Winners from among all eligible Submissions received during the Contest Period. The potential Winners will be announced on or about August 31, 2026. All decisions of the judges are final and binding in all respects.

The judging will take place between August 12, 2026, and August 19, 2026. The judges will score each Submission based on a one hundred (100) point scale using the following criteria:

- **Entry Form Completion (15 points):** The extent to which the required sections of the Entry Form were filled out in their entirety.
- **Essay Question 1 (30 points):** "What inspires you to coach or lead female athletes, and how has that purpose shaped the culture of your program?"
 - **Content (20 points):** How well the Essay explains the Authorized Representative's inspiration to coach or lead female athletes and how that purpose has shaped the culture of the program.
 - **Overall Thoughtfulness (10 points):** The clarity, sincerity, and quality of the Essay.

- **Essay Question 2 (30 points):** “If awarded a \$10,000 BSN SPORTS credit, what would be your top three priorities for the funds and why? How would those investments improve the experience of your female athletes?”
 - **Content (20 points):** How well the Essay explains the Authorized Representative’s top three priorities for use of the Prize and how those investments would improve the experience of the Sports Organization’s female athletes.
 - **Overall Thoughtfulness (10 points):** The clarity, sincerity, and quality of the Essay.
- **Overall Impression (25 points):** The judges’ overall impression of the Submission.

The two (2) Sports Organizations whose Submissions receive the highest total scores will be deemed the potential Winners. In the event of a tie, the potential Winner will be the Sports Organization whose Submission received the higher score for Essay Question 2. If a tie still remains, the judges will re-judge the tied Submissions based on the criteria above until the tie is broken.

Sponsor reserves the right not to select a Winner if, in its sole discretion, it does not receive sufficient eligible Submissions. The Sponsor and judges reserve the right to review all Submissions either before or after they have been submitted and reserve the right in their sole and absolute discretion to reject and/or remove any Submission that violates these Official Rules without any notification or warning.

10. NOTIFICATION TO WINNERS. On or about August 31, 2026, Sponsor will notify the Authorized Representative of each potential Winner by email or telephone using the contact information provided at the time of entry (the “Notification”). Sponsor will send an email from surge@bsnsports.com. If so instructed in the Notification, the potential Winner must communicate acceptance to Sponsor by responding to the Notification and providing all required information and documentation (collectively, a “Response”) within two (2) days of the Notification.

The Authorized Representative of the potential Winner may be required to sign an affidavit of eligibility (which affirms that they have complied with these Official Rules) as well as a liability release and, where legal, a publicity release, each of which, if issued, must be completed, signed and returned within fourteen (14) days from the date of issuance, or the Prize may be forfeited. Sponsor may also require written confirmation from an authorized school, district, university, club, or organizational representative confirming that the Sports Organization can lawfully accept and use the Prize under applicable law, policy, and institutional requirements before the Prize is fulfilled.

Except where prohibited by law or Sports Organization policy, acceptance of a Prize constitutes a Sports Organization’s and respective Authorized Representative’s consent to use (i) the Sports Organization’s name, photograph, and logo, and (ii) their name and/or photograph without further compensation for advertising, promotional and publicity purposes by Sponsor and on a publicly available winners list. By accepting the Prize, the Authorized Representative acknowledges compliance with these Official Rules.

Noncompliance with the foregoing or with these Official Rules may result in disqualification and, at Sponsor's sole discretion, the next highest-scoring eligible Sports Organization being notified and selected as a potential Winner. Likewise, if an attempted Notification is returned as undeliverable, the Prize may be forfeited and, at Sponsor's sole discretion, the next highest-scoring eligible Sports Organization notified and selected as a potential Winner. If an alternate Sports Organization is selected, it will be subject to the same Notification and Response obligations and may be disqualified in the same manner.

Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of any Authorized Representative and/or Sports Organization, nor is Sponsor responsible for any inability of a potential Winner to accept or use any portion of the Prize for any reason.

- 11. OTHER CONDITIONS.** These Official Rules are final and binding in all respects and are subject to all federal, state, and local laws and regulations.

CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

- a. Right to Modify or Suspend Contest.** Sponsor reserves the right, in its sole discretion, to modify or suspend this Contest or any portion hereof, if during the Contest Period:
1. There is infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest;
 2. The Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of Submissions; and/or,
 3. The Contest is otherwise not capable of running as planned by Sponsor, including for any event beyond Sponsor's control, including, without limitation, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis.

In the event of modification or suspension, Sponsor shall select the Winners, if any, from among the remaining uncorrupted eligible Submissions. If the Contest is terminated,

cancelled, or postponed for any reason whatsoever, the actual/appraised value of the Prizes will be awarded only to the extent required by law.

b. Right to Disqualify Contest Participants. Sponsor reserves the right, in its sole discretion, to disqualify any Authorized Representative and/or Sports Organization implicated in any of the actions identified below during the Contest Period:

1. An Authorized Representative and/or Sports Organization acts in violation of these Official Rules;
2. There are actions by an Authorized Representative and/or Sports Organization, which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest;
3. An Authorized Representative and/or Sports Organization uses third-party software or websites (including AI websites such as ChatGPT) or automated entry systems to participate in the Contest;
4. An Authorized Representative and/or Sports Organization acts in an unsportsmanlike or disruptive manner (including through the use in a Submission of what Sponsor, in Sponsor's sole discretion, determines to be inappropriate or offensive materials or language, such as profanity), with the intent to disrupt or undermine the legitimate operation of the Contest, or with the intent to annoy, abuse, threaten or harass any other person; and/or
5. As a result of any information arising from any background check(s) as set out below.

Because each Winner may be affiliated with Sponsor, Sponsor reserves the right to conduct background check(s) of all records of Authorized Representatives, Sports Organization 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. In that regard, such individuals will be obligated to provide necessary releases, contacts, and information so that Sponsor may conduct such investigation. Sponsor reserves the right, in its sole discretion, to disqualify any individual Authorized Representative and/or Winner from award of any Prize, based on the background check.

Additional restrictions may apply.

12. USE OF DATA. Personally identifiable information that is submitted by an Authorized Representative as part of this Contest will be used to administer the Contest, to select and announce the Winners, to fulfill the Prizes, and will be treated in accordance with Varsity Brands' [Privacy Policy](#). By participating in the Contest, Authorized Representatives hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Varsity Brands' [Privacy Policy](#). If selected as a Winner, the Authorized Representative's and/or Sports Organization's information may also be included in a publicly available winners list.

Because this Contest concerns youth-oriented athletic programs, all information provided by an Authorized Representative regarding the Sports Organization or its student-athletes is considered “indirectly collected.” This data will be used strictly for administrative and judging purposes. It will not be used for behavioral profiling, commercial “lookalike” audience generation, or targeted advertising unless the individual, or their parent or legal guardian, provides affirmative consent independent of this Contest.

- 13. OWNERSHIP AND PUBLICITY.** As between any Authorized Representative and Sponsor, the Authorized Representative owns the Authorized Representative’s Submission provided in connection with the Contest. By participating in this Contest and providing a Submission, Authorized Representatives grant Sponsor and each of its parent companies, affiliates, subsidiaries, agents and licensees a royalty-free, unconditional, irrevocable, and perpetual right, license and consent, without any compensation, consideration or further notification, to use, edit, reproduce, print, publish, display, transmit, distribute, sell, perform, adapt, enhance, or create derivative works from the Submission, and to use and refer to the Authorized Representative’s affiliated Sports Organization’s name, logo, nicknames, mascot, city and state, and any team member photograph(s) and/or organization song submitted as part of the Submission or otherwise provided in connection with the Contest, for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes, in any media (now existing or hereinafter developed) throughout the world without additional compensation, unless prohibited by law or Sports Organization policy. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.
- 14. TAXES.** Any valuation of the Prize stated herein is based on available information provided to the Sponsor. The value of the Prize may be taxable to the winning Sports Organization as income. All federal, state, and local taxes and any other costs and expenses associated with the acceptance and/or use of the Prize not specifically provided for in these Official Rules are solely the winning Sports Organization’s responsibility. The winning Sports Organization is solely responsible for reporting and paying all applicable taxes. The winning Sports Organization, through its Authorized Representative or other authorized representative, must provide Sponsor with any valid identification, taxpayer information, and/or signed IRS Form W-9 required by Sponsor before any Prize will be awarded. Any Authorized Representative, Sports Organization, and/or Winner must contact their own tax advisor for any questions concerning taxes.
- 15. RELEASE, INDEMNIFICATION, AND LIMITATION ON LIABILITY.** By entering the Contest, each Authorized Representative, on behalf of themselves and on behalf of the Sports Organization the Authorized Representative represents, agrees (and agrees to confirm in writing) to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, suppliers and each of the foregoing entities’ employees, officers, directors, shareholders and agents (collectively the “Released Parties”), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or Submission to the Contest or acceptance or use of any Prize or participation in any

Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

Each Authorized Representative on behalf of themselves and on behalf of the Sports Organization the Authorized Representative represents agrees (and agrees to confirm in writing) to indemnify, release, and hold harmless the Released Parties from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorney's fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach of any of Authorized Representative's representations, warranties or obligations herein. Each Authorized Representative hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any of the Prizes (or any components thereof). All warranties and/or guarantees on a Prize (if any) are subject to the respective manufacturers' terms therefor, and Authorized Representatives and/or any other representative of a winning Sports Organization agree to look solely to such manufacturers for any such warranty and/or guarantee.

The Released Parties are not responsible or liable for any incorrect or inaccurate Submission information, and assume no responsibility for: (i) any error, omission, interruption, defect or delay in operation, connectivity, or transmission at any website, network, or server; (ii) failure of any Submission to be received by Sponsor due to technical/mechanical/electronic errors or problems, human error, or traffic congestion on the Internet or at any website, network or server; (iii) communications line, hardware and/or software failures; (iv) damage to any computer (software or hardware) resulting from or related to participation in the Contest; (v) theft or destruction of, tampering with, unauthorized access to, or alteration of Submission information; (vi) Submissions, email messages, scores, or other communications related to the Contest which are late, lost, stolen, damaged, delayed, garbled, illegible, unintelligible, misdirected, mutilated, and/or incomplete (or any combination thereof); (vii) printing, typographical or other errors appearing within these Official Rules or in any Contest-related advertisements or other materials; (viii) the administration of the Contest or the processing or judging of Submissions; or (ix) other errors or problems of any kind.

16. DISPUTE RESOLUTION. MANDATORY ARBITRATION; NO CLASS ACTIONS. PLEASE READ THIS "DISPUTE RESOLUTION" SECTION CAREFULLY, AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT FILED IN COURT.

This Section 16 governs the resolution of any claim, dispute, or controversy (whether in contract, tort, or otherwise) that may arise out of, relate to, or be connected in any way with the Contest or these Official Rules between (i) each Authorized Representative or Sports Organization (either or collectively, "You" or "Your") and (ii) BSN Sports, LLC ("Sponsor") (each, a "Contest Dispute").

- a. Informal Dispute Resolution.** The parties agree that before initiating any formal dispute pursuant to the provisions below, we will engage in informal dispute resolution to settle any Contest Dispute(s). Engaging in good faith negotiations to informally resolve such

Contest Dispute shall be a pre-condition to any lawsuit or arbitration. Consequently, if You fail to engage in this process, additional fees could be imposed on You in arbitration.

To adequately engage in this initial dispute-resolution process, each party must notify the other party, in writing, of the facts and circumstances giving rise to the Contest Dispute, including the email address used in the Submission and all damages claimed. Such a writing must be sent (i) by Sponsor to the email address associated with the Submission, or (ii) by You to mseely@varsitybrands.com, Subject Line: SURGE™ \$10K Double Play Contest – Dispute Notification (“Dispute Notification”). Sponsor believes this informal process should facilitate resolution. However, if the parties are unable to satisfactorily resolve the Contest Dispute within forty-five (45) days from the receipt by the non-initiating party of the Dispute Notification, then You and Sponsor agree to the dispute resolution provisions below.

Notwithstanding the foregoing 45-day notice requirement, You and Sponsor agree that if the Contest Dispute involves either party’s intellectual property rights or defamation, this informal dispute resolution provision shall not apply and either party may immediately pursue relief in the manner set forth below.

- b. **Binding Arbitration.** If the parties do not reach an agreed-upon solution as a result of the Informal Dispute Resolution provision above, then the parties agree that either party may initiate binding arbitration as the sole means to resolve the Contest Dispute (except as set forth below) subject to these Official Rules and this arbitration agreement. Specifically, all Contest Disputes, including, but not limited to, any claim that all or any part of these Official Rules are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of arbitration fees (including the timing of such payments and remedies for nonpayment), shall be finally settled by binding arbitration.

Thus, except as explicitly set forth in this Section 16, an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Official Rules. The parties understand that by entering this agreement to arbitrate, an arbitrator and not a judge or jury will decide the Contest Dispute, and that rights to discovery and appeals may be limited in arbitration. The parties further understand that the costs of arbitration could exceed the costs of litigation in some instances.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT BY AGREEING TO THESE OFFICIAL RULES, WHICH INCLUDE THIS ARBITRATION AGREEMENT, YOU AND SPONSOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY A JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

This agreement to arbitrate affects interstate commerce, and the enforceability of this Section will be substantively and procedurally governed by the U.S. Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1, *et seq.*, and federal arbitration law.

- i. Arbitration Rules. An arbitration brought under this agreement shall be administered by JAMS and conducted before a single arbitrator in accordance with the provisions of JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class or representative actions and except that each party will be permitted at least one deposition unless forbidden by JAMS. If twenty-five (25) or more similar arbitration demands are filed against Sponsor by the same party or similar parties represented by the same law firm or law firms acting in coordination (a “Mass Arbitration”), then JAMS Mass Arbitration Procedures will apply. The applicable JAMS rules and procedures are available at <https://www.jamsadr.com/adr-rules-procedures/>. If for any reason JAMS is unable to administer arbitration, either party may apply to a court to appoint an arbitrator pursuant to 9 U.S.C. § 5.
- ii. Class Action Waiver. You and Sponsor acknowledge and agree that, to the maximum extent allowed by law, any arbitration shall be conducted in an individual capacity only and not as a class or other representative action, and the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to resolve an individual party’s claim; notwithstanding this acknowledgement and agreement, You agree that any arbitration involving You may proceed on a consolidated basis, but it may do so only if Sponsor provides its consent to consolidate in writing.

Notwithstanding any other provision of these Official Rules, disputes regarding the interpretation, applicability, or enforceability of this “Class Action Waiver” subsection may be resolved only by a court and not by an arbitrator. If there is a final judicial determination that applicable law precludes enforcement of this paragraph’s limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

- iii. Arbitration Location. If the amount in controversy does not exceed \$25,000 and does not involve injunctive or declaratory relief, then the arbitration will be conducted solely by submission of written materials that You and Sponsor submit to the arbitrator, unless (A) the arbitrator determines that a hearing is necessary or (B) the parties agree otherwise. In such cases, the parties agree to remote participation in the hearing by video- or telephone-conference.

If the amount in controversy exceeds \$25,000 or involves declaratory or injunctive relief, either party may request an arbitration hearing, and that hearing shall presumptively be held via video- or telephone-conference unless (A) the arbitrator determines there is good cause to hold an in-person hearing or (B) the parties agree otherwise. In the event there is an in-person hearing, the location of the hearing will be determined by mutual agreement of the parties or, if the parties cannot agree, by the arbitrator in accordance with JAMS Rules and applicable law.

- iv. Arbitration Procedures. Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which the claims are based. The arbitrator and/or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements.

The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator also shall be empowered to impose sanctions in accordance with JAMS Rules and Procedures, including for any frivolous claims or submissions the arbitrator determines have not been filed in good faith under the standard set forth in Federal Rule of Civil Procedure 11, and/or for a party's failure to comply with any provision or condition of these Official Rules.

Subject to the applicable JAMS rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute.

Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than You and Sponsor (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

- v. Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the applicable JAMS Rules and Procedures and will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will have the authority to award monetary damages on an individual basis only and to grant, on an individual basis, any non-monetary remedy or relief to the extent available under applicable law, JAMS' rules and procedures, and these Official Rules. The parties agree that the damages and/or other relief awarded, if any, must be consistent with the terms of Section 15 ("Release, Indemnification, and Limitation on Liability"). The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. No individual arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.
- vi. Fees. Unless otherwise required by applicable law, JAMS Rules and Procedures will govern the amount You and Sponsor must pay to JAMS for arbitration fees, including with respect to any fee waivers. However, if the arbitrator determines that Your claim(s) were frivolous or asserted in bad faith, You understand and agree that consistent with this arbitration agreement, You may be required to reimburse Sponsor for arbitration fees (including attorneys' fees) that Sponsor incurred to defend Your claim(s).

The parties further agree that JAMS has discretion to modify the amount or timing of any administrative or arbitration fees due under JAMS Rules where it deems appropriate, provided that such modification does not increase the costs to You, and You waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Section 16 while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction as provided in these Official Rules.

You are responsible for Your own attorneys' fees, except to the extent otherwise provided by these Official Rules, JAMS Rules, and/or applicable law. Sponsor will not seek its attorneys' fees and arbitration costs from You with respect to claims that You file, unless the arbitrator determines that Your claim is frivolous, or that You have engaged in conduct that is considered sanctionable under either JAMS Rules or Federal Rule of Civil Procedure 11. Sponsor may seek attorneys' fees as provided by these Official Rules, JAMS rules, and/or applicable law for claims it pursues against You.

- vii. Time to File. Any arbitration must be commenced by filing a demand for arbitration within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one (1) year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

- c. **Exceptions to Arbitration – Litigation of Intellectual Property and Small Claims Court Claims**. Notwithstanding the parties' decision to resolve all Contest Disputes through arbitration, either party may bring an action in state or federal court (subject to these Official Rules, including the "Choice of Law/Venue" section below) to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also elect to have Contest Disputes resolved in a small claims court if and to the extent the Contest Disputes are within the scope of that court's jurisdiction. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court in Your state and county of residence. Seeking such relief shall not waive a party's right to arbitration under this agreement.
- d. **Choice of Law/Venue**. Except where preempted by federal law, You agree that all Contest Disputes whether in arbitration or litigation (if excluded from arbitration under these Official Rules or non-arbitrable for any reason) shall be governed by Texas law, excluding its conflicts of law provisions. You further agree that solely to the extent any Contest Dispute is not resolved under the arbitration agreement in these Official Rules—to include any arbitration-related litigation such as a motion to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on an award entered by an arbitrator—must be resolved exclusively by a court of competent jurisdiction, federal

or state (including small claims court), located in Dallas County, Texas, and no other court. You consent to the exercise of personal jurisdiction over You by such courts and to accept service of process from them.

- e. **30-Day Right to Opt Out.** You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of Your decision to opt out by mail sent to 14460 Varsity Brands Way, Farmers Branch, TX 75244, Attn: Legal Department, or by email to mseely@varsitybrands.com. The notice must be sent within thirty (30) days of the date these Official Rules became effective or Your first participation in the Contest, whichever comes later, otherwise You shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If You opt out of these arbitration provisions, Sponsor also will not be bound by them. However, even if You opt out of arbitration pursuant to this Section 16(e), You will continue to be bound by other dispute resolution provisions in Section 16, including Sections 16(a), 16(d), and 16(f).
 - f. **Changes to this Section.** Sponsor will provide thirty (30) days' notice of any material changes to this Section 16. Any such changes will go into effect 30 days after Sponsor provides this notice to You and will apply to all claims not yet filed regardless of when such claims may have accrued. If Sponsor changes this "Dispute Resolution" section after the date You first accepted these Official Rules (or accepted any subsequent changes to these Official Rules), You agree that Your continued participation in the Contest for fifteen (15) days after such change will be deemed acceptance of those changes.
- 17. WINNERS LIST.** The identity of the Winners will be available after September 14, 2026, or once the Winners have been verified and the Prizes have been awarded, whichever is later. To obtain the identity of the Winners, you may: (i) send a self-addressed, stamped envelope to: BSN SPORTS, LLC, 14460 Varsity Brands Way, Farmers Branch, TX 75244, Attn: Marketing – SURGE™ \$10K Double Play Contest; or (ii) send an email to surge@bsnsports.com with the subject line "Winner List Request – SURGE™ \$10K Double Play Contest."
- 18. NO THIRD-PARTY SPONSOR.** This Contest is in no way sponsored, endorsed, administered by, or associated with, any brand, supplier, manufacturer, retailer, or other entity associated with any Prize. Although the Contest may be publicized on social media platforms, including but not limited to Instagram, Facebook, TikTok, and X (formerly Twitter), the Contest is in no way sponsored, endorsed, administered by, or associated with such platforms. By participating in the Contest, each Authorized Representative and Sports Organization hereby releases the aforementioned social media platforms from any and all liability, claims, or actions arising out of or related to participation in the Contest or the acceptance or use of any Prize. Participants acknowledge that any information provided in connection with the Contest is provided to Sponsor and not to any social media platform.

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