

BSN SPORTS “P.E.A.K.” Contest
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND IS INTENDED FOR PLAY ONLY IN THE UNITED STATES (EXCLUDING FLORIDA AND NEW YORK). THESE RULES AND APPLICABLE U.S. LAW GOVERN ALL ASPECTS OF CONTEST PARTICIPATION AND PRIZE AWARD. DO NOT ENTER IF YOU ARE NOT ELIGIBLE UNDER THESE RULES OR ARE NOT LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. **PROMOTION:** Welcome to BSN SPORTS, LLC’s “P.E.A.K. (Physical Education and Activity for Kids)” Contest (the “Contest”). No purchase 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, LLC. The Sponsor may be contacted at jrhoads@bsnsports.com or 14460 Varsity Brands Way, Farmers Branch, TX, 75244.
3. **CONTEST PERIOD.** The Contest begins on **September 5, 2023**, at 12:00:01 a.m. Eastern Time (“ET”) (the “Start Date”) and ends on **September 30, 2023**, 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 whatever reason without notification. Any extension of the Contest Period will be publicized at www.usgames.com/iu/peak (the “Website”). It is the Contest 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.** In order to be eligible to win the Contest, the nominee school district (“School District”) or school (“School”) must either include (in the case of a School District) or be (in the case of a School) a public or private middle or high school located in the forty-eight (48) United States (excluding Florida and New York) or the District of Columbia.

Individuals who may enter the Contest on behalf of a School/School District (each, a “Nominator”) must be (i) a legal resident of the fifty (50) United States or the District of Columbia; and (ii) at least the legal age of majority in their state of residence or older at the time of entry (19 in AL and NE, 18 in all other states).

EACH NOMINATOR IS ENTERING THE CONTEST ON BEHALF OF A SCHOOL AND/OR SCHOOL DISTRICT. NO NOMINATOR WILL WIN A PRIZE AND THE CONTEST WILL NOT RESULT IN PERSONAL FINANCIAL GAIN TO THE NOMINATOR. IF A NOMINATOR NOMINATES A SCHOOL THAT IS PART OF A SCHOOL DISTRICT INSTEAD OF NOMINATING THE SCHOOL DISTRICT, AND THAT SUBMISSION IS SELECTED AS THE WINNING SUBMISSION, THE SCHOOL DISTRICT IN WHICH THE PARTICULAR SCHOOL SITS WILL BE DECLARED THE WINNER.

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 enter or win.

5. **ACCEPTANCE OF RULES AND TERMS.** By entering the Contest and/or accepting the Prize, each Nominator and/or School/School District agrees that they have reviewed and accept the Varsity Brands [Privacy Policy](#) and [Terms of Service](#). In addition, by entering the Contest and/or accepting the Prize, each Nominator and/or School/School District agrees they have reviewed and unconditionally agree to abide by these BSN SPORTS “P.E.A.K.” Contest Official Rules (the “Rules”) and the decisions of the Sponsor, which are final and binding in all respects with respect to the Contest.

Sponsor reserves the right to verify eligibility and to adjudicate any dispute regarding a Nominator’s and/or School’s/School District’s eligibility at any time. If in participating in the Contest a Nominator provides any false information including with respect to the Nominator’s and/or School’s/School District’s identity, residency, mailing address, telephone number, email address, ownership of right, or information required for entering the Contest, the Nominator and/or School/School District may be immediately disqualified from the Contest in Sponsor’s sole discretion.

6. **TO ENTER.** No purchase or payment is necessary to participate in the Contest. To enter the Contest, each participating Nominator must visit the Website during the Contest Period and follow the instructions on how to upload and submit a Contest entry. As set forth on the Website, each Nominator will be required to produce and submit the following materials before an entry will be deemed complete:
- a. **ENTRY FORM:** An entry form that seeks information about the School and/or School District and the Nominator (the “Form”). Fill out all required sections of the Form and ensure all information provided on the Form is correct before submitting it through the Website.
 - b. **ESSAYS:** Respond to the essay question prompts provided on the Website in five hundred (500) words or fewer per prompt (each an “Essay”).

A Nominator must upload to the Website a completed Form and the completed Essays (collectively, a “Submission”) before the Contest End Date (September 30, 2023, at 11:59:59 p.m. ET).

Completing all the steps above in accordance with these Rules will generate one (1) entry into the Contest by the participating Nominator on behalf of a School and/or School District.

MULTIPLE ENTRIES PER SCHOOL/SCHOOL DISTRICT ARE PERMITTED, INCLUDING BY THE SAME NOMINATOR. IF A NOMINATOR NOMINATES A SCHOOL THAT IS PART OF A SCHOOL DISTRICT INSTEAD OF NOMINATING THE SCHOOL DISTRICT, AND THAT SUBMISSION IS SELECTED AS THE WINNING SUBMISSION, THE SCHOOL DISTRICT IN WHICH THE PARTICULAR SCHOOL SITS WILL BE DECLARED THE WINNER.

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 Nominator and/or School/School District of an incomplete, invalid, or undeliverable Submission. Sponsor shall likewise not be required to acknowledge a Submission once submitted. No illegible, incomplete, forged, or altered Submissions will be accepted. Submissions that are incomplete or do not adhere to the 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 e-mail 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 e-mail account at the time of entry will be considered the participating Nominator. “Authorized account holder” is defined as the natural person who is assigned an e-mail address by an internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

7. **CONSENT TO COMMUNICATIONS:** A Nominator who completes a Submission thereby consents to receive communications from the Sponsor for the purpose of administering this Contest. Further, in the event the School/School District on behalf of whom the Nominator entered the Contest is selected as a winner (“Winner”), the Nominator consents to be contacted for additional comments or media related promotion related to the Contest.

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

8. **PRIZE:** One (1) School or School District, as applicable, will win (i) an in-person professional development course of its choice from the courses listed on <https://openphysed.org/professionaldevelopment> and (ii) \$5,000 credit to be used exclusively to purchase athletic equipment from US Games (<https://www.usgames.com/>) (together, the “Prize”).

TOTAL APPROXIMATE RETAIL VALUE (“ARV”) OF EACH PRIZE: USD \$8,450.00

The ARV of any Prize is as of date of printing of these Rules and is based on available information provided to Sponsor. The value of any Prize awarded to a Winner 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 Rules may not be claimed and will not be awarded.

THE PRIZE (OR PORTION THEREOF) IS 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.

9. **SELECTION OF WINNERS:** A panel of judges, selected and empaneled by Sponsor in Sponsor’s sole discretion, will review, score, and select one (1) Winner from among all eligible Submissions received during the Contest Period. The Winner will be selected based on the following criteria:

Highest Possible Overall Score: **100 points**

- **Form Completion (15 points)**
 - The required form sections were filled out in their entirety
- **Teacher Impact Essay Question (30 points)**
 - Explains how physical education teachers make a positive impact through teaching healthy lifestyle habits (10 points)
 - Explains what being a physical education teacher means to the Nominator (10 points)
 - Overall thoughtfulness of response (10 points)
- **School Benefit Essay Question (30 points)**
 - Explains why the School and/or School District deserves the Prize (20 points)
 - Overall thoughtfulness of response (10 points)
- **Overall Impression of Submission (25 points)**
 - Creativity of Submission (10)

- Enthusiasm of Nominator regarding the School/School District (15)

In the event of a tie, the Submission with the highest score for its Teacher Impact Essay Question will be deemed a winning Submission. If the tied Submissions also have a tied score for the Teacher Impact Essay Question, then such tied finalists will be judged by a “tie-breaking” judge who will determine the winning Submission at the judge’s sole discretion.

Limit one (1) Prize per School or School District, as applicable.

IF THE SCHOOL/SCHOOL DISTRICT IS FOUND ELIGIBLE BASED ON THE CRITERIA SET FORTH ABOVE, THE PRIZE WILL BE AWARDED TO THE NOMINATED SCHOOL OR SCHOOL DISTRICT, AS APPLICABLE, AND NOT TO THE NOMINATOR WHO SUBMITTED THE ENTRY. IF A NOMINATOR NOMINATES A SCHOOL THAT IS PART OF A SCHOOL DISTRICT INSTEAD OF NOMINATING THE SCHOOL DISTRICT, AND THAT SUBMISSION IS SELECTED AS THE WINNING SUBMISSION, THE SCHOOL DISTRICT IN WHICH THE PARTICULAR SCHOOL SITS WILL BE DECLARED THE WINNER.

The Prize is non-transferable. No cash redemption or Prize substitution 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.

Sponsor reserves the right to not select a Winner if, in its sole discretion, it does not receive a sufficient number of 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 Rules without any notification or warning.

10. **NOTIFICATION TO WINNER:** The Sponsor will notify the Nominator of the potential Winner by email or telephone on or about October 9, 2023. The potential Winner and its respective Nominator may be required to sign affidavits of eligibility (which affirms that they have complied with these Rules), as well as a liability releases and, where legal, publicity releases, each of which, if issued, must be completed, signed, and returned within fourteen (14) days from date of issuance, or the Prize may be forfeited.

Except where prohibited by law or School/School District policy, acceptance of the Prize constitutes Nominator’s and School’s/School District’s consent to use the Nominator’s and School’s/School District’s respective names, photographs, and/or logo(s) (as applicable) without further compensation for advertising, promotional, and publicity purposes by Sponsor and on a publicly available list of Winners. By accepting the Prize, the School/School District and its Nominator acknowledge compliance with these Rules.

Noncompliance with the foregoing or with these Rules may result in disqualification and, at Sponsor’s sole discretion, a runner-up School or School District, as applicable, being notified and selected as a Winner. Likewise, if any Prize, Prize notification, or attempted notification is returned as undeliverable, the Prize may be forfeited and, at Sponsor’s sole discretion, a runner-up School or School District, as applicable, notified and selected as a Winner. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of any Nominator.

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

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:

- a. 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;

- b. the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries/Submissions; and/or,
- c. 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 Winner, if any, from among the remaining uncorrupted eligible Submissions. In the event that the Contest is terminated, cancelled, or postponed for any reason whatsoever, the actual/appraised value of the Prize (or portion thereof) will be awarded only to the extent required by law.

Right to Disqualify Contest Participants: Sponsor reserves the right, in its sole discretion, to disqualify any Nominator and/or School/School District implicated in any of the actions identified below during the Contest Period:

- a. a Nominator and/or School/School District acts in violation of these Rules;
- b. there are actions by a Nominator and/or School/School District, which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest;
- c. a Nominator and/or School/School District uses third-party software or websites (including AI websites such as ChatGPT) or automated entry systems to participate in the Contest; and/or
- d. a Nominator and/or School/School District acts in an unsportsmanlike or disruptive manner (including through the use in a Submission of what Sponsor at 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.
- e. as a result of any information arising from any background check(s) as set out below.

Because the Winner will be affiliated with Sponsor, Sponsor reserves the right to conduct background check(s) of any and all records of individual Nominators, School/School District employees, and/or Winner, 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 (at its sole discretion) to disqualify any individual Nominator, School/School District, 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 a Nominator as part of this Contest will be used to administer the Contest, to select and announce the Winner, to fulfill the Prize, and will be treated in accordance with Varsity Brands' [Privacy Policy](#). By participating in the Contest, Nominators 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 Nominator's and/or

School's/School District's information may also be included in a publicly available list of Winners.

13. **OWNERSHIP AND PUBLICITY:** As between any Nominator and Sponsor, the Nominator owns the Nominator's Submission provided in connection with the Contest. By participating in this Contest and providing a Submission, Nominators 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. By accepting the Prize, Winner grants Sponsor and each of its parent companies, affiliates, subsidiaries, agents and licensees a royalty-free, unconditional, irrevocable, and perpetual right, license and consent, without any compensation, consideration or further notification, to use and refer to the School's/School District's name, logo, nicknames, mascot, city and state, team member photograph(s), and/or organization song, 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. 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 (or portion thereof) stated herein is based on available information provided to the Sponsor. The value of the Prize may be taxable to the Winner 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 Rules are solely Winner's responsibility. Each Winner is solely responsible for reporting and paying any and all applicable taxes. The Winner must provide the Sponsor with valid identification and a signed IRS Form W-9 before any Prize will be awarded. Any Contest participant or Winner must contact their own tax advisor for any questions concerning taxes.
15. **RELEASE, INDEMNIFICATION, AND LIMITATION ON LIABILITY:** By entering the Contest or accepting the Prize, each Nominator and School/School District represents and 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 entry into the Contest or acceptance or use of any Prize or participation in any Contest-related travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

By entering the Contest or accepting the Prize, each Nominator and School/School District represents and 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 Nominator's representations, warranties, or obligations herein. Each Nominator 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 the Prize (or portion thereof). Any and all warranties and/or guarantees on a Prize (if any) are subject to the respective manufacturers' terms therefore, and Nominators and/or any other Winner's representative 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 entry or 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 Submissions and/or entry information, (vi) Submissions, email messages, votes/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 Rules or in any Contest-related advertisements or other materials; (viii) the administration of the Contest or the processing or judging of Submissions or the tabulation of votes, 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.

a. Informal Dispute Resolution. If a dispute arises between (i) any contest participant, Nominator, or School/School District (collectively, “You” or “Your”), and (ii) Sponsor, with respect to Your participation in the Contest or these Rules, You agree that the parties will first, as a prerequisite to the below, make a good faith effort to resolve the dispute informally for sixty (60) days after the responding party’s receipt of a written description of the dispute from the claimant party. The written description must be on an individual basis and provide Your name, a description of the nature and basis of the claim, and the specific relief sought. Any relevant limitations period, filing fees, or other deadlines will be tolled during the sixty (60) days.

b. Arbitration Agreement.

- If informal dispute resolution does not resolve all claims and disputes that in any way relate to or arise from Your participation in the Contest or these Rules (collectively, the “Claims”), the parties agree that all Claims shall be resolved exclusively through binding arbitration according to this Section 16 (the “Arbitration Agreement”). “Claims” includes any (A) claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement and/or arising after its termination pursuant to 16(g) below, (B) claims arising out of or relating to the interpretation, applicability, enforceability or formation of these Rules and this Arbitration Agreement, or that all or any part thereof are void or voidable or whether the claim is subject to arbitration, and (C) disputes regarding the payment of administrative or arbitrator fees (including payment timing and nonpayment remedies). This Arbitration Agreement is exclusively governed by the Federal Arbitration Act (“FAA”) in all respects and evidences a transaction involving interstate commerce. Except as otherwise set forth in this clause 16(b), the arbitrator or arbitration body shall have exclusive authority to resolve all disputes.
- The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity. Notwithstanding this clause 16(b), each party retains the right to (A) elect to have applicable claims resolved in small claims court on an individual basis; and (B) seek a declaratory judgment, injunction, 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.
- You agree to submit to the personal jurisdiction of any federal or state court situated in Tarrant County, Texas in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
- Except as set forth in clauses 16(c) and 16(e) below, if any provision of this Arbitration Agreement is found to be invalid, the parties agree that the arbitrator or court should endeavor to give effect to the parties’ intentions as reflected in that provision, and that the other provisions hereof remain in full force and effect.

- YOU UNDERSTAND THAT ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE CLAIMS, AND THAT RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. **YOU ACKNOWLEDGE AND AGREE THAT YOU AND SPONSOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.**
- c. **Class Arbitration & Collective Relief Waiver.** YOU AND SPONSOR ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN THIS CLAUSE 16(c) AND CLAUSE 16(e) BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR OTHER CONSOLIDATED 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, UNLESS SPONSOR AT ITS SOLE DISCRETION CONSENTS TO CONSOLIDATE ARBITRATION IN WRITING. Nothing in this provision prevents the parties from entering into a class settlement.
- d. **Arbitration Rules, Initiation, Location & Procedure.** If available, the arbitration will be administered by National Arbitration and Mediation ("NAM"). If NAM is not available, the parties will agree on a suitable national arbitration provider. Except as modified by this Section 16, NAM (or the selected arbitrator) will administer the arbitration according to applicable NAM rules and procedures available at www.namadr.com or by emailing NAM's Commercial Dept at commercial@namadr.com. If You are initiating arbitration, a copy of the demand shall also be emailed to mseely@varsitybrands.com. If Sponsor is initiating arbitration, it will serve a copy of the demand on You to the email address associated with the Submission used to participate in the Contest, if any. Subject to NAM rules and procedures, the arbitrator will have discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. Unless prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than You and Sponsor (and each party's Nominators and agents), and all records relating thereto will be permanently sealed.
- e. **Batch Arbitration.** If 100 or more similar arbitration demands (asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM (or another arbitration provider selected with the parties' consent if NAM is unavailable) against Sponsor within reasonably close proximity (a "Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (a final batch may consist of the remaining demands if less than 100) with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction or deferral determined in the arbitrator's discretion; (iv) that no other arbitration demands that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by both the Sponsor and You, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (vi) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including Your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible according to applicable NAM rules and procedures, and the arbitrator will determine the location where the proceedings will be conducted. **You agree to cooperate in good faith with Sponsor and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims.** Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This "Batch

Arbitration” provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless Sponsor otherwise consents in writing, Sponsor does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in clause 16(c) above and this clause 16(e). If your demand for arbitration is included in the Mass Filing, Your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

If this Batch Arbitration Provision is held unenforceable by either the arbitrator or a court of competent jurisdiction, then the parties agree that the Arbitration Agreement is voidable at the election of either party and that any Claims may be pursued in a court of competent jurisdiction located in the State of Texas.

- f. **Arbitrator’s Decision, Fees.** The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum’s rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with clause 16(c) above and also must be consistent with the terms of Section 15 of these Rules, the “Limitation of Liability and Release” section above. Attorneys’ fees will be available to the prevailing party only if authorized under the substantive law governing the claims. The arbitrator has the right to impose sanctions according to NAM rules and procedures for any frivolous claims or submissions the arbitrator determines were not filed in good faith, and for a party’s failure to comply with the Informal Dispute Resolution Procedure in clause 16(a). You are responsible for Your own attorneys’ fees unless the arbitration rules and/or applicable law provide otherwise.
- g. **Right to Opt-Out of the Arbitration Agreement.** **IF YOU DO NOT WISH TO BE BOUND BY THE “ARBITRATION AGREEMENT” SET FORTH IN THIS SECTION 16, THEN:** (i) within fifteen (15) days of the date that You enter the Contest, You must notify Sponsor in writing by mail sent to 14460 Varsity Brands Way Farmers Branch, TX 75244, Attn: Legal Department, or by email to mseely@varsitybrands.com; and (ii) Your written notification must include (A) Your name, address, and email address, (B) the date you entered the Contest and the School/School District associated with Your Submission, and (C) a clear statement that You wish to opt out of this Arbitration Agreement.

- 17. **CHOICE OF LAW:** Except where prohibited, each Nominator and/or School/School District agrees that (i) all issues and questions concerning the Contest and these Rules shall be governed by Texas law, excluding its conflicts of law provisions; and, (ii) You consent and submit to the personal jurisdiction of the state or federal courts situated in Tarrant County, Texas, for the purposes of litigating any such disputes, claims or causes of action (where permitted pursuant to Section 16).
- 18. **WINNERS LIST:** For identification of the Winner (available after October 31, 2023), send an email for receipt by September 30, 2023, to jrhoads@bsnsports.com, Attn: Jaclyn Rhoads.
- 19. **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.

Instagram, Facebook, LinkedIn, TikTok, and Twitter (collectively “Social Media Sites”) are not sponsors, endorsers, or affiliated in any way with the Contest. All questions regarding the Contest must be directed to Sponsors, not any Social Media Site. A Nominator and/or a Sports Coach agree as a condition of participating in the Contest that a Nominator and/or a Sports Coach shall release Social Media Sites from any and all liability arising out of or relating to a Nominator’s and/or a Sports Coach’s entry, creation of an entry, submission of an entry, participation in the Contest, acceptance, use, or misuse of any prize, or the broadcast, exploitation, or use of an entry.

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