

BSN SPORTS Campus Branding “Signing Day” 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. PARTICIPATION IN THE CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE TERMS.

1. **CONTEST.** Welcome to BSN SPORTS, LLC’s Campus Branding “Signing Day” 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 campusbranding@bsnsports.com or 14460 Varsity Brands Way, Farmers Branch, TX, 75244.
3. **CONTEST PERIOD.** The Contest begins on **August 31, 2026** at 12:00:01 a.m. Eastern Time (“ET”) (the “Start Date”) and ends on **October 2, 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 whatever reason without notification. Any extension of the Contest Period will be publicized at <https://www.bsnsports.com/contest/Signing-Day/> (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.** As detailed in this Section, the Contest is open to (i) public or private high schools and (ii) club sports programs located in the fifty (50) United States or the District of Columbia (each, an “Eligible Organization”).

Individuals who may enter the Contest on behalf of an Eligible 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 an administrator, teacher, owner, coach, or director affiliated and in good standing both at the time of entry and at the time any prize is awarded with an Eligible Organization; and (iv) have authorization from the Eligible Organization to participate in this Contest (each an “Authorized Representative”).

EACH AUTHORIZED REPRESENTATIVE IS ENTERING THE CONTEST ON BEHALF OF AN ELIGIBLE ORGANIZATION; NO AUTHORIZED REPRESENTATIVE WILL

WIN A PRIZE AND THE CONTEST WILL NOT RESULT IN PERSONAL FINANCIAL GAIN 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 the Eligible Organization, to disclose the information required by Sponsor (including information relating to the Eligible Organization), and to authorize the use by Sponsor of information and/or intellectual property of the Eligible Organization to the extent permitted under these Official Rules.

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.** Each Authorized Representative entering the Contest 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 Sports Campus Branding “Signing Day” 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 website or services, which are governed by their own terms.

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. 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.

Sponsor reserves the right to verify eligibility and to adjudicate any dispute regarding an Authorized Representative’s or Eligible 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 Eligible Organization’s identity, residency, mailing address, telephone number, email address, ownership of rights, or information required for entering the Contest, the Authorized Representative may be immediately disqualified from the Contest in Sponsor’s sole discretion.

6. **HOW TO ENTER.** No purchase or payment is necessary to participate in the Contest. To enter the Contest, each participating Authorized Representative must visit the Website during the Contest Period and follow the instructions on how to upload and submit a Submission (as defined below). As set forth on the Website, each Authorized Representative will be required to produce and submit the following materials before a Submission will be deemed complete:

- a. **ENTRY FORM:** An entry form that seeks information about the Eligible Organization and the Authorized Representative (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 500 words or fewer per prompt (each an “Essay”).

To qualify for entry in the Contest, an Authorized Representative seeking to participate in the Contest must upload to the Website a completed Form and the completed Essays (collectively, a “Submission”) before the End Date (October 2, 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 an Eligible Organization.

LIMIT: ONE (1) SUBMISSION PER SPORTS ORGANIZATION DURING THE CONTEST PERIOD. Multiple Submissions per Eligible Organization are permitted, including by the same Authorized Representative, provided each Submission is on behalf of a separate sports team or sports organization (“Sports Organization”) affiliated with the Eligible Organization. If multiple Submissions are received for the same Sports Organization at the same Eligible Organization, however, only the first Submission received shall be judged.

Sponsor shall not be liable for any problems that occur during the Submission 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, or altered 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.** Each Authorized Representative who submits a Submission on behalf of an Eligible Organization thereby consents to receive communications from the Sponsor for the purpose of administering this Contest. Further, in the event the Eligible Organization on behalf of which the Authorized Representative entered the Contest is selected as the winner of the Prize (“Prize Winner”), the Authorized Representative consents to be contacted for additional comments or media promotion related to the Contest.

An Authorized Representative who submits a Submission on behalf of an Eligible Organization 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 agrees to receive such communications independent of their participation in the Contest.

8. **PRIZE.** One (1) Eligible Organization will win a Signing Day Package consisting of the following items (the “Prize”):

- One (1) Media Backdrop (8’x10”) SKU: VIPMBDLX2;
- One (1) Tablecloth (8’) SKU: VIPTC8; and
- Two (2) Feather Flags (10’x27”) SKU: VIPFF11D

The total approximate retail value (“ARV”) of the Prize is USD \$2,800. The Prize Winner must place its Prize order by December 31, 2026, or may forfeit the Prize.

The ARV of the Prize is as of the date of printing of these Official Rules and is based on available information provided to Sponsor. The value of the Prize awarded to the winning Eligible 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 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.

THE PRIZE WILL BE AWARDED TO THE ELIGIBLE ORGANIZATION ON BEHALF OF WHICH THE AUTHORIZED REPRESENTATIVE ENTERED, AND NOT TO THE AUTHORIZED REPRESENTATIVE WHO SUBMITTED THE SUBMISSION.

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

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

9. **SELECTION OF PRIZE WINNER.** A panel of judges consisting of Sponsor personnel, selected and empaneled by Sponsor in Sponsor’s sole discretion, will review, score, and select

one (1) Prize Winner from among all eligible Submissions received during the Contest Period. The Prize 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
- **Eligible Organization Impact (Essay Question) (60 points)**
 - Provides detailed description of Eligible Organization's needs (20 points)
 - Explains why the Eligible Organization deserves the Prize (20 points)
 - Overall thoughtfulness of response (20 points)
- **Overall impression of Submission (25 points)**

The Eligible Organization on behalf of which the Submission with the highest overall score was submitted will be deemed the potential Prize Winner. In the event of a tie, the Eligible Organization on behalf of which the Submission with the higher score for "Eligible Organization Impact (Essay Question)" was submitted will be deemed the potential Prize Winner. If a tie still remains, the judges will re-judge the tied Submissions based on the criteria above until the tie is broken.

Limit one (1) Prize per Eligible Organization.

Sponsor reserves the right to select no Prize Winner if, in its sole discretion, it does not receive sufficient eligible Submissions. The Sponsor and judges reserve the right to review all Submissions 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 PRIZE WINNER.** On or about October 7, 2026, Sponsor will notify the Authorized Representative of the potential Prize Winner by email or telephone using the email address or telephone number provided in the Submission (the "Notification"). Sponsor will send an email from campusbranding@bsnsports.com. If so instructed in the Notification, the potential Prize Winner must communicate acceptance to Sponsor by responding to the Notification and providing all required information and documentation (collectively, a "Response") within twenty-four (24) hours of the Notification.

The Authorized Representative of the potential Prize Winner or another representative authorized to act on behalf of the potential Prize Winner may be required to sign an affidavit of eligibility and compliance with these Official Rules, as well as, where applicable and legally permissible, a liability release and 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.

Except where prohibited by law or Eligible Organization policy, acceptance of the Prize by the Eligible Organization, through a representative authorized to provide such consent, and by the respective Authorized Representative constitutes consent to use (i) the Eligible Organization's name, photograph and logo, and (ii) the Authorized Representative's name and/or photograph,

without further compensation for advertising, promotional and publicity purposes by Sponsor and on a publicly available winners list.

Noncompliance with the foregoing or with these Official Rules may result in disqualification and, at Sponsor's sole discretion, a runner-up Eligible Organization being notified and selected as a potential Prize Winner. Likewise, if an attempted Notification is returned as undeliverable, the Prize may be forfeited and, at Sponsor's sole discretion, a runner-up Eligible Organization notified and selected as a potential Prize Winner. If a runner-up Eligible 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 Eligible Organization, nor is Sponsor responsible for any inability of a potential Prize 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:
- i. 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;
 - ii. The Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of Submissions; and/or,
 - iii. The Contest is otherwise not capable of running as planned by Sponsor due to circumstances 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 Prize Winner, 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 Prize 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 Eligible Organization implicated in any of the actions identified below during the Contest Period:

1. An Authorized Representative and/or Eligible Organization acts in violation of these Official Rules;
2. There are actions by an Authorized Representative and/or Eligible 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 Eligible Organization who uses automated entry systems to participate in the Contest or generative artificial intelligence to generate or materially draft any Essay;
4. An Authorized Representative and/or Eligible Organization 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; and/or
5. As a result of any information arising from any background check(s) as set out below.

Sponsor reserves the right to conduct background check(s) of the Authorized Representative of a potential Prize Winner and/or other individuals associated with the potential Prize Winner as Sponsor reasonably determines appropriate, 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 Authorized Representative and/or potential Prize Winner from award of the 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 Prize Winner, to fulfill the Prize, 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 Prize Winner, the Authorized Representative's and/or Eligible Organization's information may also be included

in a publicly available winners list.

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 right and license, without any compensation, consideration or further notification, to use, edit, reproduce, print, publish, display, transmit, distribute, adapt, or create derivative works from the Submission for purposes of administering, judging, and promoting the Contest, provided that any public use of a Submission identifying a minor student will be subject to any consent required by applicable 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 stated herein is based on available information provided to Sponsor. 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 Eligible Organization's responsibility. The winning Eligible Organization is solely responsible for reporting and paying all applicable taxes. The winning Eligible Organization may be required to provide Sponsor with a completed IRS Form W-9 and any other information or documentation reasonably required for tax-reporting purposes before the Prize is awarded. Any Contest participant or the winning Eligible Organization 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 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 travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

Each Authorized Representative on behalf of themselves 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 the Authorized Representative's representations, warranties or obligations herein. Each Authorized Representative on behalf of themselves 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 any components thereof). Any and all warranties and/or guarantees on a Prize (if any) are subject to the respective manufacturers' terms thereof, and Authorized Representatives and/or any other representative of a winning Eligible 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 Eligible 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: “Campus Branding ‘Signing Day’ 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 Disputes that 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.** For the identity of the Prize Winner (available after October 31, 2026), send a written request by November 30, 2026, along with a stamped, self-addressed envelope to 14460 Varsity Brands Way, Farmers Branch, TX 75244, Attn: Legal Department, or send an email to campusbranding@bsnsports.com.

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 the 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. 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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