

BSN SPORTS Apparel Contest
Official Rules

IMPORTANT NOTICE: THESE RULES CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 15) 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 VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY. 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 the BSN Sports Apparel 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 asteiger@bsnsports.com or 14460 Varsity Brands Way, Farmers Branch, TX, 75244.
 3. **CONTEST PERIOD.** The Contest begins on **October 28, 2024**, at 12:00:01 a.m. Eastern Time (“ET”) (the “Start Date”) and ends on **November 22, 2024**, 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.bsnsports.com/lululemoncontest] (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.
1. **ELIGIBILITY.** The Contest is open to any (i) public or private high school or (ii) independent sports club for players of any age level, that is located in the fifty (50) United States or the District of Columbia (each a “Sports Organization”).

Individuals who may 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 or older at the time of entry (19 in AL and NE, 18 in all other states); (iii) be employed as an administrator, teacher, 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 Sports Organization; and (iv) have authorization from their affiliated Sports Organization to participate in this Contest (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 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 Sports Organization, to disclose the

information required by Sponsor (including information relating to the Sports Organization), to authorize the use by Sponsor of information and/or intellectual property (such as the name, logo, nicknames, and mascot) of the Sports Organization, and to accept any awarded prize (as set forth below in Section 8, each a “Prize”) for and on behalf of the Sports Organization including to complete any releases or waivers required in connection therewith.

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.

4. **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 Apparel 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 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 or Sports Organization’s identity, residency, mailing address, telephone number, email address, ownership of right, or information required for entering the Contest, the Authorized Representative may be immediately disqualified from the Contest in Sponsor’s sole discretion.

5. **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 Contest entry. As set forth on the Website, each Authorized Representative 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 Sports 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 entrance 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 Contest End Date (November 22, 2024, at 11:59:59 p.m. ET).

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

LIMIT: ONE (1) SUBMISSION PER SPORTS ORGANIZATION DURING THE CONTEST PERIOD.

Multiple Submissions per school or club are permitted, including by the same Authorized Representative, provided each Submission is on behalf of a separate Sports Organization affiliated with the high school or club. For example, a school administrator could submit one Submission on behalf of a high school’s softball team and a second Submission on behalf of the same school’s basketball team. If multiple Submissions are received for the same Sports 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 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.

- 6. CONSENT TO COMMUNICATIONS.** Each Authorized Representative who submits a Submission on behalf of a Sports Organization thereby consents to receive communications from the Sponsor for the purpose of administering this Contest.

An Authorized Representative who submits a Submission on behalf of a Sports 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.

- 7. PRIZE.** One (1) winning Sports Organization (“Prize Winner”) will win one (1) Prize, as described below. Prize Winner must place their Prize order by January 15, 2025, or may forfeit their Prize.

PRIZE DESCRIPTION	Approx. Retail Value
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<p>Up to twenty-five (25) Lululemon apparel packages.</p> <p>Prize Winner may select any numerical combination of men’s and women’s packages, as described below, so long as the total number of packages selected is twenty-five or below. Items described below are subject to availability. If an item is unavailable at the time of Prize Winner’s order, Sponsor reserves the right to substitute an available product of roughly equivalent value.</p> <p>Each item includes two-color digital fusion decoration.</p> <p>Each women’s apparel package includes the following:</p> <ul style="list-style-type: none"> • Workout top – Swiftly Tank; Item # LULW1CHSS • Workout shorts – Hotty Hot; Item # LULW7ARLT/LULW7ARKR • Fleece Hoodie / Jacket – Scuba ½ Zip; Item # LULW3IG4S • Fleece Pant – Scuba Jogger; Item # LULW5GI0S <p>Each men’s apparel package includes the following:</p> <ul style="list-style-type: none"> • Workout top – Metal Vent SS; Item # LULM3CX3S • Workout shorts – Pace Breaker; Item # LULM7BC6S • Fleece Hoodie / Jacket – Steady State Hoodie; Item # LULM3FAES • Fleece Pant – Steady State Jogger; Item # LULM5BBRS 	<p style="text-align: center;">\$400 per package</p> <p style="text-align: center;">\$400 per package</p>
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TOTAL APPROXIMATE RETAIL VALUE (“ARV”) OF PRIZE: USD \$10,000

The ARV of 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 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 Rules may not be claimed and will not be awarded.

THE PRIZE AND ANY COMPONENTS THEREOF 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.

8. SELECTION OF PRIZE WINNER. A panel of judges, 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. 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
 - Team Needs (Essay Question 1) (**30 points**)
 - Explains why the Sports Organization deserves the prize (20 points)

- Overall thoughtfulness of response (10 points)
- lululemon Mission (Essay Question 2) **(30 points)**
 - Explains how the coaches is elevating their athletes’ potential (20 points)
 - Overall thoughtfulness of response (10 points)
- Overall impression of Submission **(25 points)**

In the event of a tie, the Submission with the highest score in “Essay Question 1” will be deemed one of the Prize Winner. If the tied Submissions also have a tied score for “Essay Question 1,” then such tied finalists will be judged by a “tie-breaking” judge who will determine the Prize Winner at the judge’s sole discretion.

Prize will be awarded to the Sports Organization on behalf of whom the Authorized Representative entered, not to the Authorized Representative who submitted the Submission.

Prize is non-transferable. No cash redemption or Prize substitution allowed by Prize Winner. At the sole discretion of the Sponsor, Sponsor may (and reserves the right to) substitute a Prize (or portion thereof) with one of comparable or greater value.

Sponsor reserves the right to forgo selecting a Prize 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.

9. NOTIFICATION TO PRIZE WINNER. The Authorized Representative of each potential Prize Winner will be notified by email or telephone on or about November 25, 2024.

The Authorized Representative and/or potential Prize Winner may be required to sign an affidavit of eligibility (which affirms that they have complied with these 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 date of issuance, or a Prize may be forfeited.

Except where prohibited by law or school/club policy, acceptance of a Prize constitutes each 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 winner’s list. By accepting a Prize, each Authorized Representative acknowledges 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 Sports Organization being notified and selected as a Prize 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 Sports Organization notified and selected as a Prize Winner.

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

10. OTHER CONDITIONS. These 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 that, in Sponsor's sole discretion, 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, 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 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 Representatives and/or Sports Organization implicated in any of the actions identified below during the Contest Period:

- i. An Authorized Representative and/or Sports Organization acts in violation of these Rules;
- ii. There are actions by an Authorized Representative and/or Sports Organization that, in Sponsor's sole discretion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest;
- iii. 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;

- iv. As a result of any information arising from any background check(s) as set out below.

Because a Prize Winner will be affiliated with Sponsor, Sponsor reserves the right to conduct background check(s) of all records of Authorized Representatives and/or Prize Winner personnel, 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 Authorized Representative and/or Prize Winner from award of the Prize, based on the background check.

Additional restrictions may apply.

11. **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 use of their personal information and acknowledge that they have read and accepted Varsity Brands' [Privacy Policy](#). If selected as a Prize Winner, the Prize Winner's and/or affiliated Authorized Representative's information may also be included in a publicly available winner's list.
12. **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 Sport's Organization'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.
13. **TAXES.** Any valuation of the Prize stated herein is based on available information provided to the Sponsor. The value of the Prize will be taxable to the Prize 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 each winning Sports Organization's responsibility. The Prize Winner is solely responsible for reporting and paying any and all applicable taxes. The Prize Winner must provide the Sponsor with valid identification and a signed IRS Form W-9 before any Prize will be awarded. The Prize Winner must contact their own tax advisor for any questions concerning taxes.
14. **RELEASE, INDEMNIFICATION, AND LIMITATION ON LIABILITY.** By entering the Contest, each Authorized Representative on behalf of themselves and on behalf of their affiliated Sports Organization 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.

Each Authorized Representative on behalf of themselves and on behalf of their affiliated Sports Organization 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 Authorized Representatives representations, warranties or obligations herein. Each Authorized Representative on behalf of themselves and on behalf of their affiliated Sports Organization 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 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 therefore, and Authorized Representative and/or Prize Winner 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, 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.

15. 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 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 Rules between (i) each Authorized Representative or Sports Organization (either or collectively, "You") and (ii) 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 associated with all relevant Contest Submissions, if any, and all damages claimed. Such a writing must be sent (i) by Sponsor to the email address included in Submission; or (ii) by You to mseely@varsitybrands.com, whichever is applicable (“Dispute Notification”). Sponsor believes this informal process should facilitate resolution. However, if the parties are unable to satisfactorily to 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 (defined below) 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 Rules and this arbitration agreement. Specifically, all Contest Disputes, including, but not limited to, any claim that all or any part of these 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, 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 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 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 if and only if Sponsor provides its consent to consolidate in writing.

Notwithstanding any other provision of these 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 Procedures 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 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 Rules. The parties agree that the damages and/or other relief awarded, if any, must be consistent with the terms of Section 14 ("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 Section 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 while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction as provided in these Rules.

You are responsible for Your own attorneys' fees, except to the extent otherwise provided by these 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 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 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 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 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, 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 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 subsection 15(e), you will continue to be bound by other dispute resolution provisions in Section 15, including Sections 15(a), 15(d), and 15(f).

f. Changes to this Section

Sponsor will provide thirty (30) days' notice of any material changes to this Section 15. 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 Rules (or accepted any subsequent changes to these Rules), you agree that your continued participation in the Contest for fifteen (15) days after such change will be deemed acceptance of those changes.

16. **WINNERS LIST**. For the identity of the Prize Winner (available after December 1, 2024), send an email for receipt by December 30, 2024, to: Attn: BSN Marketing, asteiger@bsnsports.com.
17. **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.

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