OFFICIAL RULES 2024 USTA Safe Sport Adult Athlete Course Sweepstakes

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

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OF AGE AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

AS DESCRIBED BELOW, THESE RULES REQUIRE THAT DISPUTES BE RESOLVED ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTION AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

By participating in the 2024 Safe Sport Adult Athlete Course promotional sweepstakes (the "Sweepstakes"), participants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on all matters relating to this Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth in these Official Rules.

The Sweepstakes entry period begins at 12:01 AM Eastern Time ("ET") on September 19, 2024 and ends on October 20, 2024 at 11:59 PM ET (the "Entry Period").

The Sponsor of the Sweepstakes is United States Tennis Association Incorporated, 2500 Westchester Avenue, Suite 411, Purchase, New York 10577 ("USTA" or "Sponsor").

<u>HOW TO ENTER</u>. There is no purchase necessary to participate. To receive one (1) entry in the random drawing for a Prize, you must use your USTA Account to enroll in and complete the U.S. Center for SafeSport's "Abuse Prevention for Adult Athletes" online course, located on the USTA's Safe Play page at https://www.usta.com/en/home/safe-play/safesport-courses/abuse-prevention-for-adult-athletes.html (the "SafeSport Adult Athlete Course").

To be eligible for an entry, enrollment and completion of the SafeSport Adult Athlete Course must occur at any time during the Entry Period. If you do not have a USTA Account, you will be required to create a USTA account to access the SafeSport Adult Athlete Course. There is no cost or fee to create a USTA account. To learn more about creating a USTA Account, please visit How to Create a USTA Account. You may only enroll and attend the SafeSport Adult Athlete Course one (1) time. Individuals who have already completed the SafeSport Adult Athlete Course prior to the Eligibility Period are not eligible for an entry to the Sweepstakes.

Online entry only. No other method of entry will be accepted. Entrance into the Sweepstakes through multiple email accounts or USTA Accounts by the same individual will disqualify participant from the Sweepstakes. All entry materials become the property of the USTA and will not be acknowledged or returned.

If you choose to enter via your mobile device, standard data rates may apply. See your wireless provider for pricing plan details. Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person assigned an account by the organization responsible for assigning the applicable email account used at the time of entry. The authorized account holder may be required to provide

proof of identity. If a dispute cannot be resolved, the entry will be deemed ineligible. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted.

DRAWING. Eight (8) Winners will be selected at random for a Prize from among all eligible entries received. The random drawing shall take place on or about October 21, 2024 by USTA or its designee, whose decisions are final and binding on all aspects of this Sweepstakes and not subject to appeal. The potential Winners will be contacted by email within approximately three (3) business day after being selected. Winner notifications will be sent to the email address on file with the USTA in the Winner's USTA account. Potential Winners will be required to claim his or her prize within three (3) business days of the time the winner notification is sent. To claim the prize, potential Winner must respond as directed in the message sent to potential Winner. Potential Winner may be required to provide additional information to confirm identity and eligibility and also may be required to complete and sign an Affidavit of Eligibility and Liability Release and any other documentation that USTA may require and to see to it that USTA is in receipt of such information and documents within three (3) business days of being requested to provide the same. In all cases, USTA reserves the right to request proof of identity, residency and age, and the potential Winner will be deemed to have forfeited the prize if USTA, in its sole discretion, finds that the proof is unsatisfactory. The prize will be forfeited (i) if selected potential Winner does not timely provide the requisite information, return the requisite documents or cannot be reached within three (3) business days from initial notification attempt, (ii) if prize is returned as non-deliverable, and/or (iii) in the event of non-compliance with any of the requirements of these Official Rules.

PRIZES.

Eight (8) prizes will be awarded, each consisting of one (1) American Express electronic Gift Card in the amount of Five Hundred Dollars (\$500.00) (each a "Prize"). Approximate retail value of each Prize is Five Hundred Dollars (\$500.00). Total approximate retail value of all Prizes is \$4,000.00.

Prizes are awarded "as-is" with no warranty or guarantee, either express or implied by the Sponsor. Prizes are subject to the specific terms and conditions of the eGift card issuer, and may be subject to certain restrictions, limitations and fees. See details printed on the Prize eGift card for more information.

Prizes are non-transferable and cannot be substituted, assigned, transferred or redeemed for cash, but Sponsor, in its sole discretion may substitute a prize of equal or greater value if a Prize becomes unavailable for any reason. If a winner cannot accept their Prize as stated, the Prize will be forfeited in its entirety or an alternate winner will be selected, as determined by USTA in its absolute sole discretion. USTA is not responsible for lost or stolen Prizes and any such Prizes will not be replaced.

All costs and expenses associated with Prize acceptance and use not specified herein are the responsibility solely of the Winner(s). Winners are fully responsible for applicable federal, state and local taxes (including income and withholding taxes) incurred for acceptance of the Prize.

All Prize details shall be determined in the sole and absolute discretion of the USTA. Limit one (1) Prize per person/household. Prizes will be distributed by email to the email address on file with the USTA in the Winner's USTA account. Please allow 1-2 weeks for delivery of your Prize by email after confirmation of your eligibility as a Winner.

ODDS OF WINNING. Odds of winning depend on the number of eligible entries received.

<u>LIST OF WINNERS</u>. For the names of the Winners, available after October 20, 2024, send a self-addressed stamped envelope to: United States Tennis Association Incorporated, Attn: Safe Sport Adult Athletes Course Sweepstakes Winners List, 2500 Westchester Avenue, Suite 411, Purchase, New York 10577. Requests must be received by November 15, 2024.

ELIGIBILITY. The Sweepstakes is open only to legal residents of the 50 United States and D.C. (excluding U.S. Territories), who are 21 years of age or older. Void where prohibited by law. Employees of the United States Tennis Association Incorporated ("USTA"), employees of the USTA Sectional and District Associations, employees of the U.S. Center for SafeSport, employees of the National Intramural and Recreational Sports Association (NIRSA), and each of their respective subsidiaries, affiliates, parent companies, agents, advertising and promotion agencies or any other agencies or entities involved with this Sweepstakes and any member of their respective families (parents, siblings, children, and spouse and their respective spouses) and/or those residing in the same household (whether related or not) of each of the above are not eligible to enter or win. By participating in this Sweepstakes, participants unconditionally agree to be bound by these Official Rules.

<u>LICENSE</u>. By submitting an entry to the Sweepstakes, participant grants to USTA a royalty-free, irrevocable, perpetual, sublicensable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display participant's name and likeness and such entry materials, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including, without limitation, for promotional or marketing purposes, without additional compensation, notification or permission, unless restricted by law. If necessary, participant will sign any necessary documentation that may be required for USTA or its designees to make use of the non-exclusive rights participant is granting to use the entry. Participant recognizes that nothing herein shall be interpreted to require USTA to exercise any of the rights granted hereunder.

GENERAL CONDITIONS. Participants agree to be bound by the terms of these Official Rules and decisions of USTA which are final and binding on all matters relating to this Sweepstakes. By participating, participants release and hold harmless United States Tennis Association Incorporated, its Section and District Organizations, USTA National Tennis Center Incorporated, the U.S. Center for SafeSport, the National Intramural and Recreational Sports Association (NIRSA) and each of their respective subsidiaries, affiliates, advertising and online technology agencies, prize suppliers and all others associated with the development or execution of this Sweepstakes and the directors, officers, employees or agents of any of the above organizations (collectively, the "Releasees") from any and all liability or any injuries, loss or damage of any kind arising from or in connection with participation in this Sweepstakes or acceptance, use, misuse or nonuse of any prize or parts thereof (including, without limitation, activity or travel related thereto), including, without limitation, liability for death, personal injury, damage or loss of any kind, and from liability to any other persons relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. Prizes are provided "AS IS." The Releasees do not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority, or if the Sweepstakes cannot take place or if a Prize cannot be awarded due to acts of war, natural disasters, weather, acts of terrorism, or other factors outside of the control of the Sponsor. USTA reserves the right to modify this Sweepstakes in any way it deems necessary or appropriate and to cancel this Sweepstakes if it deems necessary or appropriate.

Participants who are California residents assume the above mentioned risks and agree that their release shall apply to all unknown or unanticipated results of the occurrences described above, as well as those known or anticipated, and such Participants hereby knowingly waive any and all rights and protections under California Civil Code Section 1542, which section reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

<u>INTERNET</u>. The use of any automated launching or entry software or any other mechanical or electronic means that permits any participant to automatically register and/or enter repeatedly is prohibited. If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, USTA reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes for any reason. Should this Sweepstakes be terminated, USTA reserves the right to select the Sweepstakes Winners in a random drawing from among all eligible, non-suspect entries received as of the action requiring such termination. Releasees assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Releasees are not responsible for lost, late, garbled or misdirected entries or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by USTA on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, USTA 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.

DISPUTES. EXCEPT WHERE PROHIBITED, PARTICIPANTS AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL PARTICIPANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

<u>DATA COLLECTION</u>. All personal information submitted in relation to the Sweepstakes will be handled in accordance with applicable privacy laws, these Official Rules, and the <u>USTA Privacy Policy</u> which may be found at https://www.usta.com/en/home/about-usta/who-we-are/national/usta-privacy-policy.html#/purpose-of-use-personal-data. All information submitted by Participants is subject to, and will be treated in a manner consistent with, the <u>USTA Terms of</u>

<u>Use</u> accessible at https://www.usta.com/en/home/about-usta/who-we-are/national/usta-terms-of-use.html.

MISCELLANEOUS. Participants agree that this Sweepstakes is governed solely by the laws of the State of New York. Any claims arising out of the Sweepstakes shall be governed solely by New York law and may be brought only in a federal or state court in New York. If any provisions of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. USTA trademarks and copyrights are proprietary to the USTA.

U.S. Center for SafeSport and the National Intramural and Recreational Sports Association (NIRSA) are not a sponsor of this Sweepstakes and are not responsible for the administration of the Sweepstakes, the collection of the entries, or the conduct of any drawing.

Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes. This Sweepstakes may be advertised on social media sites/platforms, but this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, such social media sites/platforms (such as X (Twitter), Instagram or Facebook).