

USBC HALLOWEEN COSTUME GIVEAWAY
OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility:** The Giveaway ("Giveaway") is open only to those individuals who submit entries during the designated time frame and who are 18 (or older) as of the date of entry and are legal residents of the 50 United States and Washington, DC. Employees, contractors, directors and officers of United States Bowling Congress (the "Sponsor"), its subsidiary and affiliated entities, advertising, and fulfillment agencies involved in the administration, development, fulfillment and execution of this Giveaway (collectively, "Giveaway Parties"), and the immediate family members and/or those living in the same household of any such persons or entities are not eligible. The Giveaway is subject to all applicable federal, state and local laws and regulations. Void where prohibited or where restricted in a manner inconsistent with these Official Rules.
- 2. How to Enter:** The Giveaway begins on October 5, 2023 at 12:00:00 a.m. Eastern Time ("EDT") and ends on October 31, 2023 at 11:59:59 p.m. PDT (the "Giveaway Period"). During the Giveaway Period take a photograph at your bowling center wearing your Halloween costume and then publicly post the photo to Facebook, Instagram or X (formally known as Twitter) using the giveaway hashtag #USBCHalloween. An entrant's post is sometimes referred to as a "Submission" or "entry" in these Official Rules. You may not include any individuals in the photo or Submission without their authorization. Entrants may create a Facebook account at no cost by logging on to <https://facebook.com>. Creation of a Facebook account requires an entrant to agree to Facebook's Terms of Service and Data Policy available at via <https://facebook.com/help>. Entrants may create an Instagram account at no cost by logging on to <https://instagram.com>. Creation of an Instagram account requires an entrant to agree to Instagram's Terms of Service and Data Policy available at via <https://help.instagram.com>. Entrants may create a Twitter account at no cost by logging on to <http://twitter.com>. Creation of a Twitter account requires an entrant to agree to Twitter's Terms of Service and Data Policy available at <https://twitter.com/en/tos>. If an entrant chooses to enter using a wireless phone or mobile device, message and data rates may apply. Alternatively, an eligible entrant may enter by printing his or her name, address, daytime telephone number and email address and "USBC Halloween Costume Giveaway Entry" on a 3 x 5 card and then mailing it to: USBC Halloween Costume Giveaway Entry at USBC, 621 Six Flags Dr., Arlington, Texas 76011 (the "Giveaway Address") during October 5, 2023 to October 31, 2023. Limit one (1) entry per postage paid outer mailer. An entry by mail must be postmarked during the entry period and received within one week following the end of such entry period to be eligible. An entry by mail will be deemed to have been made on the postmark date set forth on the outer mailer, provided such entry is received by no later than October 30, 2023.
- 3. Entry Periods and Drawings:** The Giveaway is comprised of a month-long entry period, with three random drawings (each a "Drawing") to determine a Prize winner at the end of the entry period after October 31, 2023. Details of the Grand Prize are set forth in Section 8.

No entries may be submitted on behalf of another person. An individual participating in any aspect of this Giveaway is sometimes referred to in these Official Rules as an "entrant." BY PARTICIPATING IN ANY ASPECT OF THIS GIVEAWAY, EACH ENTRANT AGREES TO ABIDE BY THESE RULES AND THE RULES, POLICIES AND PROCEDURES OF THE PLATFORM(S) AND SERVICE(S) (the "Platform") SUCH ENTRANT USES TO ENTER THE GIVEAWAY. FAILURE TO ABIDE BY THESE OFFICIAL RULES AND THE RULES, POLICIES AND PROCEDURES OF THE PLATFORM USED FOR ENTRY WILL VOID AN ENTRANT'S ENTRY IN THE GIVEAWAY.

- 4. RANDOM DRAWINGS TO DETERMINE WINNERS:** Random drawings will be conducted on or about the date specified in Section 3 from which two (2) entrants, subject to verification and compliance with the Official Rules, will be selected to receive a "Prize" as described in Section 8. A random drawing conducted on or about November 1, 2023 will be used to select one (1) entrant who, subject to verification and compliance with the Official Rules, will be selected to receive the "Grand Prize" as described in Section 8. Entries are not judged on the content of the photo or Submission and the

content is not considered in the drawing process or awarding of a prize in this Giveaway (other than to determine compliance with the Official Rules). Sponsor's designated computer is the official time clock for this Giveaway.

5. REQUIREMENTS FOR SUBMISSIONS. Submissions must comply with these Official Rules as well as the rules applicable to the Platform used for a Submission. All Submissions must be suitable for family audiences. Without limitation, this means that the email address and anything accompanying the email address (including, without limitation tags and captions) must not contain any material, words or images or other content that:

- is indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- contains profanity or sexual content;
- promotes alcohol, illegal drugs, tobacco, firearms or weapons;
- promotes any third party product or service or otherwise contains commercial messages or endorsements regarding third party products or services;
- is unlawful, in violation of or contrary to the laws or regulations of the United States;
- has been copied or plagiarized. All Submissions must be the sole, original work of the designed entrant;
- is proprietary to a third party, contains any third party content, or otherwise defames, violates or infringes (or may infringe) any copyright, trademark, logo, mark or other identifier of source, or other proprietary right of any entity or person (whether living or deceased) (including but not limited to, rights of privacy or publicity or portrayal in a false light).
- appears to result in any injury or bodily harm; and/or
- is lewd or inappropriate or offensive or not in keeping with Sponsor's image, including nudity, acts of violence or acts that appear to cause harm or are otherwise objectionable to Sponsor.

Any Submission that, in Sponsor's sole and absolute discretion, violates any of the above or other prohibitions and/or representations or warranties of entrant may be disqualified from the Giveaway or removed by Sponsor. In the event that an entrant or Submission is edited, removed and/or disqualified, entrant is not relieved from responsibility for compliance with these Official Rules.

Entrants and winner acknowledge and agree that Sponsor has the right to edit, adapt, modify, reproduce, promote and otherwise use or not use (or remove) Submissions in any way it sees fit without notification or further consent or payment of any kind.

6. RIGHTS IN SUBMISSIONS: By entering the Giveaway, you agree that (a) you have read or had read to you these Official Rules and are in agreement with them; (i) your Submission does not violate in any way rights of third parties, including but not limited to copyright and other intellectual property, privacy or publicity rights; (ii) your Submission does not violate any applicable laws; (iii) you have obtained all necessary licenses or permissions from all applicable third parties required for the production and submission of the Submission in the Giveaway and use by Sponsor as contemplated in these Official

Rules; (iv) the posting and/or display of your Submission or other use by Sponsor or those deriving rights through Sponsor will not violate the rights of any parties or otherwise breach any provision of any applicable law or regulation; (v) Sponsor has your irrevocable permission for the posting of any and all information included in your Submission in connection with any permitted use of your Submission; and (vi) use and posting of the Submission or any part of the Submission provided by you in any manner in connection with the Giveaway or as otherwise permitted by these Official Rules may be made without any notice, review, approval, consideration or compensation (except for any awarded prize as contemplated in these Official Rules), regardless of whether your Submission is a winning Submission. By submitting your Submission in connection with the Giveaway you agree to and thereby waive any and all moral rights that exist in your Submission and any derivative works made therefrom. All entrants hereby grant to Sponsor an everlasting, royalty-free, assignable, irrevocable, unrestricted license to use, utilize, replicate, alter, adapt, modify, publish, perform, broadcast, translate, produce derivative works from, distribute, present, display, sublicense and exercise all copyright and other intellectual property and other rights with respect to each Submission worldwide and/or to include, in part or in whole, each Submission in other works in any media now known or later created, anywhere and forever, including in connection with promoting and advertising of and by Sponsor, without further review, notice, approval, consideration or compensation. Except where legally prohibited, by submitting your Submission or otherwise entering the Giveaway, you irrevocably agree that your name and city and state of residence may be used in connection with the permitted use of the rights contemplated by this paragraph. In Sponsor's sole discretion, anyone appearing in the Submission (or the parent/legal guardian of any minors) may be required to execute and return consent forms/releases confirming the representations, warranties and grants of rights contemplated in the Official Rules.

7. NOTIFICATION OF SELECTED ENTRANT; DESIGNATION OF WINNER: Prize winners will be confirmed following selection by a random drawing on or about the date specified in Section 3 of these Official Rules and subject to compliance with the Official Rules. Sponsor will attempt to notify the entrant who has been selected in a drawing by direct message via the Platform used for entry and/or by public posting via Facebook and/or Instagram and/or X (formally known as Twitter) within three business days of the drawing for entries made on Facebook, Instagram or X, or by phone, mail or email (at Sponsor's election) with respect to entries made by mail. To be confirmed a winner, the selected entrant will be required to sign and return within fifteen (15) days of notification attempt, an Affidavit of Eligibility, Liability and Publicity Release (where permitted by law) and affirmation of assignment of rights (the "Affidavit") or the prize will be forfeited and an alternate winner may be determined. Following timely receipt of the Affidavit and confirmation by Sponsor of compliance with the Official Rules, a selected entrant will be confirmed a winner and will receive the prize for which his/her entry was selected. In the event that of a dispute regarding the identity of an entrant who has been selected as a tentative prize winner, Sponsor may choose to deem the entry to have been made by the "Assigned Account Holder," that is, the individual person who is assigned the account on the Platform corresponding to the selected entry.

8. PRIZES: The **Prizes** to be awarded to the two (2) winners in the Drawing is a USBC Halloween Bowling Pin (1) or a USBC Halloween Jersey (1). Approximate retail value ("ARV") of the bowling pin is \$80.00. Approximate retail value ("ARV") of the jersey is \$30.00.

The **Grand Prize** to be awarded to one Winner is the following: USBC Halloween branded bowling ball, bowling pin and custom jersey.

With respect to the Grand Prize, the Team Members participating in any aspect of a Prize awarded to a Winner in this Promotion must be 18 or older and of the age of majority in his or her jurisdiction of residence and must agree to be bound by these Official Rules and must sign a release consistent with that required of such winner as a condition to receipt of and/or participation in any prize elements. Participation in any prize activity and prize package element is subject to all requirements of the providers of such activities and elements. If the actual value of a prize is less than the stated ARV, the difference will not be awarded. No transfer or substitution of Prizes permitted except where required by law. Except where required by law, Prizes may not be redeemed for cash except at Sponsor's sole and absolute discretion. Sponsor reserves the right to award Prize (or portion of any Prize) of equal or greater value, in its sole discretion. All federal, state, local, and municipal taxes and any expenses, costs, duties or fees associated with the acceptance and/or use of any Prize are the sole responsibility

of the applicable prize winners. Sponsor and the Released Parties (as defined below) assume no responsibility or liability for damages, losses, or injury resulting from acceptance or use of any Prize or participation in the Promotion. The total number of Prizes to be awarded in the Promotion is two (2) Single Prizes and one (1) Grand Prize. The total ARV of all Prizes in the aggregate is \$110 dollars. Odds of winning a Prize depend on the total number of entries received.

9. GENERAL CONDITIONS: By participating in the Giveaway, entrants agree to these Official Rules and the decisions of Sponsor with respect to the Giveaway and the awarding of any prize, which shall be final and binding in all respects. Sponsor and its agents are not responsible for late, lost, illegible or postage-due entries, technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or by any of the equipment or programming associated with or utilized in this Giveaway, or by any human error which may occur in the processing of the entries in this Giveaway, or for any liability for damage to any computer system resulting from participation in, or accessing or downloading information or applications in connection with this Giveaway. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Giveaway is not capable of running as planned, including 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 the Giveaway process, then Sponsor reserves the right at its sole discretion to cancel or modify the Giveaway. If a court of competent jurisdiction deems any provision of these Official Rules invalid or unenforceable, such provisions shall be enforced to the maximum extent permitted and the remaining provisions of the Official Rules shall remain in full force and effect.

10. UNSPORTSMANLIKE CONDUCT: Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the operation of the Giveaway; violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use or attempt to use multiple Platform accounts or other tactics to enter more than the stated limit of this Giveaway may result in disqualification and all associated Entries will be void. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any like methods will be disqualified. Each online entry submission must be entered by the individual entrant.

11. LIMITATIONS OF LIABILITY AND RELEASE: BY PARTICIPATING IN ANY ASPECT OF THE GIVEAWAY, YOU AGREE TO THE FULL EXTENT PERMITTED BY LAW TO RELEASE AND HOLD HARMLESS SPONSOR, THE GIVEAWAY PARTIES, FACEBOOK, INSTAGRAM, X AND THEIR RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATED ENTITIES, AGENTS, ADVERTISING AND GIVEAWAY AGENCIES, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS, MEMBERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN ANY PART OF THE GIVEAWAY (INCLUDING, WITHOUT LIMITATION, PREPARING FOR OR PARTICIPATING IN OR SUBMITTING ANY ENTRY AND/OR FROM ANY GIVEAWAY RELATED ACTIVITY) OR RECEIPT OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE OUT OF POCKET COST OF PARTICIPATING IN THE GIVEAWAY, AND IN NO EVENT SHALL THE GIVEAWAY PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER. YOU HEREBY WAIVE ALL RIGHTS AND RELEASE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, OF ANY KIND, INCLUDING BUT NOT LIMITED TO DEFAMATION, INVASION OF RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY OR ANY SIMILAR MATTER, RELATING TO THE GIVEAWAY, THE OPERATION THEREOF, OR ANY SUBMISSION, OR BASED UPON OR RELATING TO THE USE AND EXPLOITATION OF THE SUBMISSION AS CONTEMPLATED HEREIN, EITHER INTENTIONALLY OR OTHERWISE. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ THESE OFFICIAL RULES AND ARE FULLY FAMILIAR WITH THEM.

12. APPLICABLE LAW AND JURISDICTION; DISPUTES: Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Texas. ALL DISPUTES ARISING OUT OF OR CONNECTED WITH THIS GIVEAWAY WILL BE

RESOLVED INDIVIDUALLY, AND WITHOUT RESORT TO CLASS ACTION, EXCLUSIVELY BY THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS ENCOMPASSING ARLINGTON, TEXAS. SHOULD THERE BE A CONFLICT BETWEEN THE LAWS OF THE STATE OF TEXAS AND ANY OTHER LAWS, THE CONFLICT WILL BE RESOLVED IN FAVOR OF THE LAWS OF THE STATE OF TEXAS. ALL JUDGMENTS OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET DAMAGES (EXCLUDING ATTORNEYS' FEES) ASSOCIATED WITH PARTICIPATION IN THIS GIVEAWAY AND SHALL NOT INCLUDE ANY INDIRECT, PUNITIVE, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES.

13. WINNERS LIST: To receive a copy of the Winner's List by mail, send a self-addressed stamped envelope (except where not required by applicable law) to: Sponsor at the Giveaway Address. Limit one request per outer mailer which should be marked "USBC Halloween Costume Winners List Request" Requests must be received by December 31, 2023. Limit one request per outer mailer.

SPONSOR: This Giveaway is sponsored by United States Bowling Congress, 621 Six Flags Dr. Arlington Texas 76011. This Giveaway is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram and any questions, comments or complaints regarding the Giveaway should be directed to Sponsor at the Giveaway Address, not Facebook or Instagram or X.