



## **VARSITY SPIRIT LLC'S NSSC POINTS RACE OFFICIAL RULES**

**IMPORTANT NOTICE: THESE RULES CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 16) THAT AFFECT YOUR LEGAL RIGHTS AS DETAILED BELOW. PLEASE READ CAREFULLY.**

**THIS CONTEST IS A SKILL-BASED COMPETITION. PARTICIPATION IN THE CONTEST REQUIRES A SCHOOL TO REGISTER FOR AND PARTICIPATE IN THE 2026 NATIONAL SCHOOL SPIRIT CHAMPIONSHIPS ("NSSC"). STANDARD EVENT REGISTRATION FEES MAY APPLY. NO ADDITIONAL FEE OR PURCHASE IS REQUIRED TO ENTER THE POINTS RACE OR TO WIN A PRIZE. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. PARTICIPATION IN THE CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE OFFICIAL RULES.**

1. **CONTEST.** Welcome to Varsity Spirit LLC's NSSC Points Race (the "Contest"). The Contest tracks cumulative performance across eligible NSSC Championship events, and winners are determined solely on the basis of judged performance results as described in these Varsity Spirit LLC's NSSC Points Race Official Rules (the "Official Rules").
2. **SPONSOR.** The sponsor of this Contest is Varsity Spirit LLC ("Sponsor"). Sponsor may be contacted at (800) 533-8022 or at 711 N. Front St., Ste. 100, Memphis, TN 38107.
3. **CONTEST PERIOD.** The Contest will run across both 2026 NSSC weekends. For purposes of these Official Rules, the Contest begins at the start of the DII Championship Weekend, scheduled for **January 30, 2026**, and ends at the conclusion of the DI Championship Weekend, scheduled for **February 8, 2026** (the "Contest Period"). Schools will earn points only through participation in their applicable NSSC Championship events during this time. Sponsor reserves the right, in its sole discretion, to modify or extend the Contest Period if necessary.
4. **ELIGIBILITY.** The Contest is open only to Schools (defined below) that are eligible to compete at the 2026 National School Spirit Championships held in Orlando, Florida. For purposes of this Contest, a "School" means a U.S.-based public or private high school or junior high/middle school located in the fifty (50) United States, the District of Columbia, or any U.S. territory (including Puerto Rico). Recreational cheer programs—whether affiliated with a School or unaffiliated—are not eligible to participate in the Contest and do not earn points. Only Schools may participate in the Contest; no individual athlete, coach, or representative will be eligible to receive any Prize.

Schools will participate in DI or DII in accordance with NSSC rules: (i) DI Schools are those with official enrollment of 1,400 or more; (ii) DII Schools are those with official enrollment of 1,399 or fewer; and (iii) Junior High/Middle Schools must compete in the same division as the high school into which the majority of their students are zoned to matriculate.



Pre-approved co-op programs will be treated as one combined School for purposes of this Contest.

For purposes of cumulative point calculations, placements earned by both Varsity and Junior Varsity teams representing the same School will contribute to the School's overall total, consistent with NSSC scoring rules.

In divisions where additional teams advance to the finals, finalist points will be awarded only to the originally designated number of finalist teams per the advancement rules, except in cases of ties at the advancement cutoff, in which all tied teams will also receive finalist points. All other additionally advanced teams will receive points from the previous round.

Employees, officers, directors, agents, and representatives of Sponsor, and each of its parent companies, subsidiaries, affiliates (including, but not limited to, Hercules Achievement, LLC), advertising, promotion, and 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 the same household, whether or not related, are not eligible to enter or win.

Sponsor reserves the right to verify eligibility and to adjudicate any dispute regarding a School's eligibility at any time. If, in participating in the Contest, a School or its representatives provide any false or misleading information—including information regarding School identity, enrollment, affiliation, mailing address, telephone number, email address, or any other information required for NSSC participation—the School may be immediately disqualified from the Contest in Sponsor's sole discretion.

5. **ACCEPTANCE OF OFFICIAL RULES AND TERMS.** Participation in the Contest constitutes a School's acceptance of these Official Rules and its agreement that the Contest is governed by these Official Rules, Sponsor's [Terms of Use](#), and Sponsor's [Privacy Policy](#). Participation further constitutes the School's acceptance that Sponsor's decisions are final and binding in all matters relating to the Contest.

These Official Rules govern the Contest, but they do not govern Sponsor's websites or services, which are governed by their own terms. Disputes arising out of or related to the Contest will be governed exclusively by Section 16 of these Official Rules.

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, govern, and control. 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.

6. **HOW TO PARTICIPATE.** A School is automatically entered into the Contest when it registers for and participates in one or more NSSC Championship events during the Contest Period. No separate form, QR code, or other action is required.



For purposes of the Contest, each School may earn up to four (4) counted results—one from each Championship category in which it competes (NHSCC, NDTC, NSBC, and Spirit Program Game Day). Additional routines or performances do not result in additional counted results and do not increase a School's chances of winning.

Sponsor shall not be liable for any problems that occur during NSSC registration or participation, including without limitation late, incomplete, delayed, undelivered, or misdirected information, and shall have no obligation to advise a School of an incomplete or invalid registration. Schools that do not participate in a Championship event during the Contest Period will not earn points for that event.

7. **CONSENT TO COMMUNICATIONS.** By registering for NSSC, the School's NSSC registration contact may receive communications from Sponsor for the purpose of administering the Contest, including communications relating to scoring, eligibility verification, potential Prize Winner notifications, Prize fulfillment, and required publicity permissions. If the School is selected as a potential Prize Winner, the NSSC registration contact may be contacted regarding any additional information or media inquiries related to the Contest.

These administrative communications are not marketing communications. Schools will not receive marketing communications from Sponsor unless the School's NSSC registration contact has separately agreed to receive such communications independent of the School's participation in the Contest and in accordance with Sponsor's [Privacy Policy](#).

8. **PRIZE DETAILS AND RELATED TERMS.** The following prizes (each, a "Prize") will be awarded to the Schools that finish in the top three placements within each eligible division of the Contest, as determined in accordance with these Official Rules. Each School is eligible to receive only one Prize in the Contest.

**High School (DI and DII):** The 1st-, 2nd-, and 3rd-place Schools in each High School division will receive a trophy. In addition, the 1st-, 2nd-, and 3rd-place Schools will receive Varsity Spirit credit in amounts to be confirmed by Sponsor.

**Junior High/Middle School (DI and DII):** The 1st-place School in each Junior High/Middle School division will receive a trophy and Varsity Spirit credit (amount to be confirmed by Sponsor). The 2nd- and 3rd-place Schools in each division will receive trophies.

For purposes of determining cumulative point totals in each division, eligible placements earned by both Varsity and Junior Varsity teams representing the same School will be aggregated and count toward the School's overall total, consistent with NSSC scoring rules.

The approximate value of Varsity Spirit credit available to be awarded in the Contest is up to \$75,000 in the aggregate, allocated among divisions and Prize tiers as determined by Sponsor. The actual value of any Prize may vary depending on the manner in which the credit is redeemed. No difference between the actual value and any stated value will be awarded.



A School may not win more than one Points Race division. This limitation applies solely to the Points Race and does not prevent a School from receiving awards or recognition in its performance, Game Day, or Spirit Program divisions.

Varsity Spirit credit awarded as a Prize must be used within one (1) year of issuance, after which any unused portion will be forfeited. The credit may be redeemed at any time during the one-year redemption period; no date-based restrictions apply. Credit may be used incrementally and may only be applied toward new purchases or registrations; it may not be used to satisfy existing or past-due balances. Credit may be used toward Varsity Spirit competitions, apparel, camps, and conferences. Prize credit is non-transferable, may not be sold or assigned, and has no cash value. Sponsor may administer Prize credit through the School's Varsity Spirit account or by another method designated by Sponsor.

**THE PRIZES 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.**

Prizes are non-transferable, and no cash redemption or Prize substitution is permitted, except that Sponsor may, in its sole discretion, substitute a Prize (or any portion of a Prize) with one of comparable or greater value.

9. **SELECTION OF WINNERS AND PRIZE AWARDS.** Winners will be determined based on each School's cumulative point total earned across eligible NSSC Championship events during the Contest Period, as described in these Official Rules. This is a skill-based Contest; no random drawing will be used.

Schools may earn points in each Championship event as follows:

- **Participation:** 125 points
- **Semifinal Qualification (where applicable):** 150 points
- **Finals Qualification:** 175 points or more
- **Placement Points:** beginning at 180 points for 15th place, increasing by five (5) points per placement up to a maximum of 250 points for 1st place

A School may earn one (1) counted result per Championship event (NHSCC, NDTC, NSBC, and Spirit Program Game Day), for a maximum of four (4) counted results toward its cumulative score. For each Championship event, only the School's highest-scoring placement will count. Additional routines or performances do not result in additional counted results and do not increase a School's chances of winning.

At the conclusion of the Contest Period, the Schools with the highest cumulative scores in each division (High School DI, High School DII, Junior High/Middle School DI, and Junior



High/Middle School DII) will be declared the potential winners (each, a “Prize Winner” and collectively, the “Prize Winners”), subject to verification of eligibility and compliance with these Official Rules.

In the event of a tie, the following tie-breaking procedures will apply, in order:

1. The highest single placement earned by the tied Schools in the Spirit Program Division;
2. If still tied, the total number of teams the School competed against across all Championship events.

A School may not win more than one Points Race division. Sponsor’s decisions regarding scoring, point calculations, tie-breakers, and all Contest results are final and binding.

- 10. NOTIFICATION TO PRIZE WINNERS.** Sponsor will notify each potential Prize Winner on the Monday following the conclusion of the NSSC Championship weekends using the contact information associated with the School’s NSSC registration. Sponsor may require reasonable documentation to verify a School’s eligibility or acceptance of the Prize.

Sponsor may coordinate delivery of the Prize, including any trophy presentation or acknowledgment ceremony, directly with the School. If a potential Prize Winner does not respond to Sponsor’s notification within a reasonable period designated by Sponsor, or if the School is determined to be ineligible or unable to accept the Prize, the Prize will be forfeited. No alternate Prize Winner will be selected unless expressly determined by Sponsor in its sole discretion.

Sponsor is not responsible for any change of email address, mailing address, or telephone number of a School or its NSSC registration contact, nor for any inability of a potential Prize Winner to accept or use any portion of the Prize for any reason.

- 11. PUBLICITY.** Except where prohibited by law or school policy, acceptance of a Prize constitutes the School’s consent to the use of its name, logo, city and state, and any team images or footage captured during NSSC events for advertising, promotional, and publicity purposes by Sponsor, in any media now known or later developed, without additional compensation. Sponsor may rely on the publicity releases executed by athletes, performers, and coaches as part of NSSC event registration, and may request additional permissions from a School as reasonably necessary to administer or publicize the Contest.

- 12. 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 INTERFERE WITH OR 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 PERSON 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 the Contest, or any portion of it, if the Contest becomes corrupted, compromised, or otherwise unable to operate as planned, including due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, adversely affect the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor may also modify or suspend the Contest if required by any event beyond Sponsor's reasonable control, including fire, flood, epidemic or other public health emergency, earthquake, explosion, labor dispute or strike, act of God, war (declared or undeclared), act of public enemy, riot or civil disturbance, terrorism or threat of terrorism, satellite or equipment failure, or any federal, state, or local government law, order, or regulation. If the Contest is terminated, cancelled, or postponed for any reason, Sponsor may award Prizes, if any, based on cumulative points earned by eligible Schools up to the date of termination, to the extent required by law.
  - b. **Right to Disqualify Contest Participants.** Sponsor reserves the right, in its sole discretion, to disqualify any School if Sponsor determines that the School or any of its coaches, representatives, or participants has violated these Official Rules or any applicable NSSC Championship rules; has attempted to tamper with, interfere with, or improperly influence scoring, point calculations, or Contest operations; or has engaged in unsportsmanlike, disruptive, abusive, or inappropriate behavior in connection with NSSC events or Contest administration. Sponsor may also disqualify a School if Sponsor becomes aware of conduct or circumstances that, in Sponsor's sole discretion, could discredit the Contest or Sponsor. Additional restrictions may apply.
13. **USE OF DATA.** Personally identifiable information associated with a School's NSSC registration, including the contact information for the School's NSSC registration contact, will be used by Sponsor solely for purposes of administering the Contest, including communicating with Schools regarding scoring, eligibility verification, potential Prize Winner notifications, and Prize fulfillment, and as otherwise described in Sponsor's [Privacy Policy](#). By participating in the Contest, each School acknowledges and agrees that Sponsor may collect, use, and process such information in accordance with Sponsor's [Privacy Policy](#).
14. **TAXES.** The value of any Varsity Spirit credit awarded as a Prize may be taxable to the School under applicable law. Sponsor may require the School to complete an IRS Form W-9 or provide other documentation reasonably necessary to comply with applicable tax reporting or withholding requirements before any Prize is awarded. Sponsor does not provide tax advice. Schools are solely responsible for determining the tax treatment of any Prize and should consult with their own tax advisors or financial professionals regarding any questions concerning taxes or reporting obligations.
15. **RELEASE, INDEMNIFICATION, AND LIMITATION ON LIABILITY.** By participating in the Contest, each School represents and agrees (and agrees to confirm in writing, if requested by Sponsor) to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, divisions, advertising, promotion, and fulfillment agencies, 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, damages, liabilities, losses, injuries, or expenses (including reasonable attorneys’ fees) arising out of or relating to: (i) the School’s participation in the Contest or in any NSSC Championship event; (ii) the calculation of points, scoring, rankings, or determinations made in connection with the Contest; (iii) acceptance, use, or misuse of any Prize; or (iv) any travel or activities related to NSSC events. This release expressly includes claims based on publicity rights, defamation, invasion of privacy, and any other claim arising from participation in Contest-related activities.

Each School further represents and agrees (and agrees to confirm in writing, if requested) to indemnify, release, and hold harmless the Released Parties from and against any third-party liability, claim, loss, injury, or expense (including reasonable attorneys’ fees) arising out of or relating to: (i) any breach or alleged breach of these Official Rules or applicable NSSC Championship rules by the School or its coaches, representatives, or participants; or (ii) the School’s participation in the Contest or acceptance or use of any Prize.

The Released Parties make no warranties, representations, or guarantees, express or implied, in fact or in law, relative to any Prize, including without limitation any implied warranty of merchantability or fitness for a particular purpose. Any and all warranties and/or guarantees on any Prize (if any) are subject to the applicable manufacturer’s terms; Schools agree to look solely to such manufacturer for any such warranty claim.

To the maximum extent permitted by law, the Released Parties are not responsible or liable for any: (i) technical, mechanical, electronic, communications, network, or equipment failures or malfunctions of any kind; (ii) interruption, delay, or corruption of scoring or Contest operations caused by events beyond Sponsor’s reasonable control; (iii) human error; (iv) unauthorized intervention; (v) printing, typographical, or other errors appearing in these Official Rules or in any Contest-related materials; or (vi) any injury or damage to persons or property arising directly or indirectly from participation in the Contest or in NSSC events.

**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 School (either or collectively, “You”) and (ii) Varsity Spirit 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 School's NSSC registration email address and all damages claimed. Such a writing must be sent (i) by Sponsor to the email address associated with the School's NSSC registration, or (ii) by You to [tnash@varsity.com](mailto:tnash@varsity.com) Subject Line: NSSC Points Race – 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 (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 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 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 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 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 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 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 [ADDRESS], Attn: Legal Department, or by email to [E-MAIL]. 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 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 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.

**17. NO THIRD-PARTY SPONSOR.** This Contest is sponsored solely by Varsity Spirit LLC. It is not sponsored, endorsed, administered by, or associated with any third party, including without limitation any brand, supplier, manufacturer, apparel provider, or event venue. All questions regarding the Contest must be directed to Sponsor.

The Contest and all accompanying materials are copyright © 2025 Varsity Spirit LLC.