UNDER ARMOUR / 25 x 25 Collegiate Challenge OFFICIAL RULES
Draft as of May 10, 2023

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SKILL CONTEST. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** The Under Armour 25 x 25 Collegiate Challenge ("Contest") is open to legal residents of Fifty (50) United States who (a) are 18 years of age or older or the age of majority in their jurisdiction of residence if higher than 18, (b) are currently a student enrolled in a college athletic program in good standing, or a coach, or a member of the college athletic staff, at a participating college ("College") (collectively "Entrant" or "Participant"). Visit <a href="https://www.helperhelper.com/underarmour25x25collegiatechallenge/">https://www.helperhelper.com/underarmour25x25collegiatechallenge/</a> to view a list of participating colleges.

Employees of Under Armour, Inc. ("Sponsor"), The A Team, LLC ("Administrator"), Released Parties (as those are defined below), and each of their respective parent companies, affiliates and subsidiaries, affiliated entities and any advertising or promotion agencies involved in any way with this Contest (and members of their immediate family and/or those living in the same of household of each such employee) are not eligible. Additionally, individuals who are under endorsement agreements, sponsorship agreements, or other similar relationships with Sponsor as determined by Sponsor in Sponsor's sole discretion, are not eligible. Subject to all applicable federal, state, and local laws and regulations. By participating in this Contest, entrants agree fully and unconditionally to these terms and conditions and Sponsor's decisions, which are final and binding in all matters related to the contest. Winning a prize is contingent on fulfilling all requirements set forth herein. Void in Puerto Rico, Guam, other U.S. territories, and where otherwise prohibited by law.

2. **CONTEST PERIOD:** The contest consists of three (3) seasonal challenges ("Seasonal Challenge") and one (1) annual challenge ("Annual Challenge").

## Seasonal Challenge Entry Periods:

- 1. **Fall Challenge Contest Entry Period:** Fall Contest Period starts September 1, 2023 at 12:00:01 a.m. Eastern Time ("ET") and ends on November 30, 2023 at 11:59:59 p.m. ET.
- 2. **Winter Challenge Contest Entry Period:** Winter Contest Period starts December 1, 2023 at 12:00:01 a.m. ET and ends on February 28, 2024 at 11:59:59 p.m. ET.
- 3. **Spring Challenge Contest Entry Period:** Spring Contest Period starts March 1, 2024 at 12:00:01 a.m. ET and ends on May 31, 2024 at 11:59:59 p.m. ET.

<u>Annual Challenge Entry Period</u>: Annual Contest Entry Period starts September 1, 2023 at 12:00:01 a.m. ET and ends on July 31, 2024 at 11:59:59 p.m. ET.

- 3. **HOW TO ENTER:** <u>Seasonal Challenge</u>: To enter in any one of the Seasonal Challenges, each Entrant must complete <u>all</u> of the following steps during the Seasonal Challenge(s) Contest Entry Period, he/she would like to enter. <u>Annual Challenge</u>: To participate in the Annual Challenge, all members of an athletic team of a participating college ("Team") must complete all of the following steps during the Annual Challenge Contest Entry Period.
  - A. Visit <a href="https://www.helperhelper.com/underarmour25x25collegiatechallenge/">https://www.helperhelper.com/underarmour25x25collegiatechallenge/</a> to register for the Contest by following all on-screen instructions during any given Contest Period.
  - B. Connect to Helper-Helper account ("Helper-Helper Account"). If an Entrant does not have the Helper-Helper Account, he/she can download the Helper-Helper App ("App") at the applicable application store for their mobile device (App Store or Google Play) and create a Helper-Helper Account for free.

- C. Volunteer in community youth athletic programs, and register the volunteer hours on the Helper-Helper app
- D. Must agree to be bound by the terms of these Official Rules

<u>IMPORTANT</u>: Use of any macro, bot, script or other automated means to submit entries is prohibited. Sponsor's database computer is the official time-keeping device for the Contest. No responsibility is assumed for lost, late, damaged, misdirected, illegible, incomplete, incorrect entries or other Contest materials, all of which are void, or for errors due to computer malfunctions, software errors, transmission problems or interruptions in operations. Proof of transmission is not proof of receipt. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address associated with the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address.

- 4. **WINNER SELECTION:** At the end of each Contest Period, the winners will be determined in the following categories:
  - A. **Seasonal Challenge**: For each of the three (3) seasonal challenges, the Entrant who averages the most volunteer hours among all the participating collegiate partners will be determined the winner ("Winner"). The Winners for each of the three (3) Seasonal Challenges will be determined based on the highest number of volunteer hours logged and verified in the Helper-Helper Account.
  - B. **Annual Challenge**: For the annual challenge, the team from all participating collegiate partners that averages the most volunteer hours per athlete among all the participating colleges will be the winning team ("Winning Team"). The winning team will be determined by taking the sum of the team's total hours as logged and verified on the Helper-Helper App and dividing by the number of team members.
- 5. **TIE:** If there is a tie between one or more Entrants in any of the Seasonal Challenges, where one or more Entrant accumulates the same number of volunteer hours throughout the entire Seasonal Challenge Entry Period, the Entrant who volunteered the given hours spread across higher number of days would be determined as the winner. If there is a tie between one of more teams in the Annual Challenge, where more than one team accumulates the same number of volunteer hours throughout the entire Annual Challenge Entry Period, the team that has a higher percentage of team member participation will be determined as the winning team.
- 6. WINNER NOTIFICATION: Seasonal Challenge winners will be notified within 7-10 days from the end date of the Entry Period for each Seasonal Challenge. Annual Challenge winner will be notified by approximately August 10, 2023. All Seasonal Challenge Winners and Annual Challenge winning team point of contact (determined by the school of the winning team) will be notified via e-mail using contact information associated with their Helper-Helper Account. Each Seasonal Challenge Winner and Annual Challenge winning team point of contact may be required to complete/notarize an Affidavit of Eligibility and Liability Release, and (where legal) a Publicity Release ("Prize Claim Documents"). No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Failure to respond to any winner notification within three (3) business days or return any Prize Claim Documents within seven (7) business days may result in disqualification and selection of an alternate winner or winning team. If a potential winner or potential winning team captain fails to comply with Sponsor's requests for Prize Claim Documents, is found to be ineligible, or cannot or does not comply with these Official Rules, such potential winner or potential winning team may be disqualified and prize may be awarded to an alternate winner or winning team. Sponsor will make reasonable efforts to contact the Winners. Winners are responsible to monitor their email address (including spam folder) for receipt of the notification. Failure to comply when requested may result in disqualification and award of prize to an alternate winner. Any prize notification or prize returned as undeliverable may be awarded to an alternate winner selected

in the same manner as described above in this Rule. Winners are responsible for providing current and correct data to transfer the prize under penalty of non-delivery.

7. **PUBLICITY/USAGE RIGHTS**: Except where prohibited, participation in the Contest and/or receipt or use of any prize further constitutes each winner and each member of the winning team's consent for use of their name, likeness, voice, opinions, statements, biographical information, and/or hometown and state for promotional or advertising purposes in any media, worldwide, now known or hereafter developed, in perpetuity, without further review, notification, payment, or consideration (unless prohibited by law).

## 8. PRIZES/APPROXIMATE RETAIL VALUES ("ARV"):

<u>Seasonal Challenge Prizes</u>: One prize for each of the three (3) Seasonal Challenges: One (1) \$1,000 Scholarship: ARV: \$1,000. Total ARV of all Seasonal Challenge Prizes: \$3,000. If a winner is not enrolled in college for the upcoming academic term, Sponsor may award such winner \$1,000 cash prize at its own discretion. Otherwise, winner may forfeit his/her prize.

Annual Challenge Prize: Each member of the winning team will receive a \$250 Under Armor Gift Card ("Gift Card") with a maximum of fifty (50) Gift Cards. (ARV: up to \$12,500). If there are less than 50 members in the winning team, the remaining gift cards will not be awarded. Maximum total ARV of all prizes: \$15,500. All Gift Cards are subject to its terms and conditions. Gift Cards are not transferable or redeemable for cash except at Sponsor's sole discretion. Lost, damaged, or stolen Gift Cards will not be replaced.

Sponsor reserves the right to award fewer than fifty (50) Under Armour gift cards, if fewer than 50 eligible team members are on the winning team. All taxes and other expenses, costs or fees associated with the acceptance and/or use of any prize, if any, are the responsibility of the winner and winning team members. Prizes cannot be transferred or redeemed for cash.

- 9. **PRIZE CONDITIONS:** Sponsor may conduct a background check to confirm eligibility and compliance with these Official Rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner or alternate winning team. If a potential winner or potential winning team or team member has engaged in or does engage in any conduct that could damage the reputation or business of Sponsor, as determined by Sponsor in its discretion, the potential winner or potential winning team or team member may be disqualified and the prize may be awarded to an alternate winner, time permitting. Each potential winner and potential winning team and team member must also comply with all requirements for proper and appropriate behavior during any prize-related activities or events. Any inappropriate behavior, as determined by Sponsor in its sole discretion, may result in removal from any activity or event.
- 10. **CONDITIONS OF PARTICIPATION:** Entries will not be returned. Proof of submission does not constitute proof of receipt. Entrants agree to be bound by the terms of these Official Rules. Decisions of Administrator and Sponsor are final and binding on all matters pertaining to this Contest. By participating in the Contest, each Entrant agrees to release, discharge, indemnify, and hold harmless Sponsor, Administrator, and those involved in the development, production, implementation, and distribution of this Contest, including each of their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and each of their respective directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or the Contest (collectively, "Released Parties"), from any and all liability for any and all claims, causes of action, damages, losses or injuries of any kind whatsoever, including without limitation, death, and bodily injury, damages, losses or injuries, or any injury, loss or damages of any kind to persons, including death, or property, arising from or relating to, in whole or in part, directly, or indirectly, from participation in this Contest, including without limitation, entry into same, the awarding, delivery, acceptance, use, misuse, possession, loss, or misdirection of any prize, and participation in any Contest-related or prize-related activity. Possible claims or

causes of action include, but are not limited to, infringement of any right of publicity or intellectual property; defamation or portrayal in a false light (intentional and unintentional); and damage to or loss of property. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST. No responsibility is assumed for any printing, typographical, mechanical or other error in these Official Rules, any online or other advertisements for the Contest, the announcement of any prize, or otherwise in any materials. Released Parties have made no warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, a warranty, representation or guarantee related to any prize's quality or fitness for a particular purpose. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

- 11. **INTERNET ORIENTED CONDITIONS:** No responsibility is assumed for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, communication line failure, theft, or destruction or unauthorized access to or alterations of entry materials, or for technical, network, server, provider, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind including any injury or damage to Entrant's or any other person's computer related to or resulting from participation in or downloading any materials with respect to the Contest, or inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and to select all winners from among the eligible entries received that are unaffected by the problem. Sponsor further reserves the right to disqualify any individual who tampers with the entry process, violates these Official Rules or undermines the integrity of the Contest. The Sponsor may prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to abuse, threaten, or harass other entrants.
- 12. **DISPUTES AND ARBITRATION; JURISDICTION AND VENUE:** To the maximum extent permitted by applicable law, Entrant and Sponsor agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Except where prohibited, Entrant and Sponsor agree to submit to the personal and exclusive arbitration of disputes relating to the Contest under the rules of the American Arbitration Association. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration.

Any arbitration between Entrant and Sponsor, to the extent necessary, will be conducted in Baltimore, Maryland, and Entrant waives any right to claim that such location is an inconvenient forum. Entrant agrees not to sue Sponsor or bring arbitration in any other forum.

The arbitration will be conducted in English. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association. Both Entrant and Sponsor agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens for everyone involved:

• the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;

- the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and
- any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement describing the reasons for the disposition of any claim.

Entrant also acknowledges and understands that, with respect to any dispute with us arising out of or relating to Entrant's use of the Services:

- Entrant is giving up his/her right to have a trial by jury;
- Entrant are giving up his/her right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute; and
- Entrant must file any claim within one (1) year after such claim arose or it is forever barred.

If this arbitration provision is found to be null and void, then all disputes arising in connection with the Contest or these Official Rules between us will be subject to the jurisdiction of the state and federal courts located in Baltimore, Maryland, and you and we hereby submit to the personal jurisdiction and venue of these courts.

This agreement to arbitrate will not preclude Entrant or Sponsor from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude Entrant from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of Sponsor's intellectual property rights.

In the event of any litigation or arbitration arising from or related to this Contest or these Official Rules, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation or arbitration.

- 13. **GOVERNING LAW:** This Contest shall be governed by, and construed in accordance with, the laws of the State of Maryland, regardless of conflicts of law principles. Any action or litigation concerning this Contest shall take place exclusively in the federal or state courts sitting in Baltimore County, Maryland, and each entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each entrant agrees to service of process by mail or other method acceptable under the laws of the State of Maryland.
- 14. **PRIVACY:** Any information provided to Sponsor is subject to Sponsor's Privacy Policy located at <a href="https://account.underarmour.com/en-us/privacy?locale=en\_us">https://account.underarmour.com/en-us/privacy?locale=en\_us</a> which is incorporated by reference herein and made a part of these Official Rules, except in those limited cases where these Official Rules expressly expand, modify, or contradict the Privacy Policies. In those circumstances, these Official Rules will govern the privacy relationship between Sponsor and the entrants. If during the registration process of the Contest, entrants have elected to receive (opt-in) email communications from Sponsors' regarding future promotions or other offers, Entrants may choose to opt-out and unsubscribe from such email communications at any time by accessing the

link in the footer of the emails. If you are selected as a winner, your information may also be included in a publicly available winner list.

15. **GENERAL:** No responsibility is assumed for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, communication line failure, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, server, provider, mobile device, electronic, computer, hardware or software malfunctions or limitations of any kind including any injury or damage to entrant's or any other person's computer or mobile device related to the Contest, or inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet, at any web site, on any app, or any combination thereof.

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and to select winner from among the eligible entries received that are unaffected by the problem. Sponsor further reserves the right to disqualify any individual who tampers with the entry process, violates these Official Rules, or undermines the integrity of the Contest. The Sponsor may prohibit any person from participating in the Contest if it determines that said person is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to abuse, threaten or harass other entrants. No responsibility is assumed for cancellation of any events or travel for reasons beyond Sponsor's control, including delays or cancellation of travel due to pandemic restrictions.

Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserve the right to seek damages from any such person to the fullest extent of the law.

- 16. **WINNERS LIST:** For names of the winning team members, send a stamped, self-addressed envelope by August 31, 2024 to: Under Armour / 25 x 25 Collegiate Challenge Winners List, P.O. Box 1843, Montague, NJ 07827.
- 17. ADMINISTRATOR: The A Team LLC, 1 Blue Hill Plaza, Lobby Level #1509, Pearl River, NY 10965 USA
- 18. SPONSOR: Under Armour, Inc., 1020 Hull Street, Baltimore, MD 21230 USA

Helper Helper LLC., is in no way a participant in, Sponsor of, or associated with the Contest nor are any of the prizes being issued for this challenge Helper LLC. products or affiliated with Helper Helper LLC.