

## **Athletes Unlimited Survey Challenge Official Rules**

To enter this Promotion, you must agree to and abide by these official rules (“**Official Rules**”).

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE’S CHANCES OF WINNING. INTERNET ACCESS AND A VALID E-MAIL ADDRESS REQUIRED TO PARTICIPATE.**

**1. SPONSOR:** Athletes Unlimited LLC (“**Sponsor**”), 888 7<sup>th</sup> Avenue, New York, NY 10106, is solely responsible for all aspects of this Promotion. The Promotion is designed to advertise and promote Sponsor’s business activities, including gathering responses about the Athletes Unlimited Volleyball 2021 Inaugural Season, and is not gambling.

**2. ADMINSTRATOR:** Athletes Unlimited LLC. (“**Administrator**”), 888 7<sup>th</sup> Avenue, New York, NY 10106.

**3. ELIGIBILITY:** The Athletes Unlimited Survey Challenge (the “**Promotion**”) is open to all people who are at least eighteen (18) years of age (or age of majority in their jurisdiction of residence, whichever is older). Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion (including prize suppliers), and/or their respective parent, subsidiary, affiliated and successor companies (collectively, the “**Promotion Entities**”), athletes on the rosters of teams playing Athletes Unlimited Volleyball games during the Athletes Unlimited Volleyball 2021 Inaugural Season, are not eligible to register, play or win prizes. Void where prohibited or restricted by law.

**4. PROMOTION SCHEDULE:** The Promotion, which is comprised of a survey begins on Monday, April 5, 2021 at 12:00:01 AM Eastern Time (“**ET**”) and ends Sunday, April 25, 2021 at 8:00pm ET (the “**Promotion Period**”). For purposes of these Official Rules, all times are ET.

As set forth below in Rules 5, to enter you will need to provide answers (each, an “**Answer**”) to various questions relating specifically to the Athletes Unlimited Volleyball 2021 Inaugural Season (“**Survey**”).

**5. PROMOTION REGISTRATION/ENTRY:** You must respond to the Survey to enter the Promotion. Registration is free. To register and enter, visit either: (1) <https://auprosports.com/read/help-shape-the-future-of-athletes-unlimited-volleyball-survey-2021> (“**Website**”); or (2) respond to the Survey received via email.

During the registration and entry process, you may be asked to consent to receive promotional emails or offers from Athletes Unlimited. This is optional and does not affect your chances of winning prize(s) in this Promotion. You are NOT required to give consent to receive such emails or offers in order to be eligible to participate in the Promotion or win prize(s). Be sure to review Athletes Unlimited’s Privacy Policy at <https://auprosports.com/privacy/> so as to learn how your personal information is collected, used and shared by Athletes Unlimited BEFORE registering for or participating in the Promotion.

**Limit of one (1) entry per person.** Multiple entries (i.e., multiple Answers to the Survey) in violation of the preceding limit and/or mass entry attempts will result in disqualification of all entries by such person and perhaps legal and/or other sanctions. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties are prohibited. Entries that do not conform

to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. By entering this Promotion, entrants agree to these Official Rules and the decisions of the Sponsor and Administrator, which are binding and final in all matters relating to this Promotion.

**\*IMPORTANT:** Data rates may apply if entry is submitted via your mobile device according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging/data rate plans and charges relating to your participation in this Promotion. Mobile device service may not be available in all areas. Check your device's capabilities for specific instructions.

**7. PRIZE WINNER DETERMINATION/NOTIFICATION:** Athletes Unlimited will review all entries received to determine eligibility. The determination of prize winners will take place at Administrator's offices in New York, NY or another location of Sponsor's sole choosing.

**8. PRIZES:**

**Administrator will randomly select 3 participants to receive each a store credit of Approximate Retail Value ("ARV") \$25, expressed in US Funds.**

Athletes Unlimited store credit is redeemable on <https://shop.auproports.com> for products available in the Shop. Terms and conditions of use apply to use of code. Athletes Unlimited store products are offered subject to availability as to size. Shipping fees may apply and will be paid by participant.

**For all Prizes:**

No prize substitution except due to prize unavailability for any reason and only then for prize of comparable value. Prizes are not transferable and cannot be redeemed or exchanged for cash. **Limit of one (1) Prize per person.** Any unspecified expenses and taxes on prizes won are the sole responsibility of the winner. Prize award is subject to verification of winner's eligibility and full compliance with these Official Rules.

**9. WINNER NOTIFICATION:** Potential winners will be notified via e-mail. Failure to respond to such notification within three (3) business days after notification or return of e-mail as undeliverable after two (2) attempts will result in disqualification. Potential winners may be required to sign and return, within five (5) business days of notification a Declaration of Eligibility, Release and Indemnification, a Publicity Release where allowed by law ("**Declaration**"). If applicable, if Declaration is not returned to Sponsor within the specified time period, the potential winner may be disqualified. If a potential winner is disqualified for any reason, prize will be forfeited without compensation of any kind; and an alternate potential winner will be selected.

**10. CONDITIONS AND LIMITATIONS OF LIABILITY:** By participating in this Promotion, entrants agree to release and hold harmless the Promotion Entities, as well as each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns, as well as Facebook, Inc./Instagram and Twitter, Inc. (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion or any Promotion-related activity or travel, and/or acceptance, receipt, possession or use/misuse of any Prize. By entering, entrants also authorize the Sponsor and its designees to use their name, voice, likeness, photograph, Prize information (if applicable), biographical data and city and state/province/territory of residence in programming, advertising and/or promotional material or on a

Winners' List (if applicable) without compensation to the extent permitted by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation. All federal, state and local laws and regulations apply. All entries (that is, registrations and Answers) become the property of the Sponsor.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Promotion in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion (including entries [registrations/Surveys] or otherwise), Sponsor reserves the right, in its sole discretion, to disqualify any individual, whether or not the individual is a participant in the Promotion, who tampers with the entry process, and to terminate, modify or suspend the Promotion. In such event, Sponsor shall conduct the Promotion and award the prizes) in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of the Promotion will be posted on the Website. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries [registrations/Surveys]; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry or participation [registrations/Surveys] to be received on account of technical problems or traffic congestion on the Internet or at any website/platform, or any combination thereof, including any injury or damage to any person's computer/mobile device related to or resulting from participation in or downloading any materials from this Promotion. Failure of Sponsor to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

Persons entering the Promotion further agree not to knowingly damage or cause interruption of the Promotion and/or prevent others from participating in the Promotion. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE, WEBSITE OR PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR WILL DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE PROMOTION MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

**11. DISPUTES; ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or the awarding of Prizes and determination of Winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of JAMS, then effective (notwithstanding the foregoing, entrant shall not be precluded from seeking relief in small claims court for disputes/claims within the scope of the jurisdiction of small claims court and any remedies available to entrant under applicable federal, state or local law remain available to entrant and are not waived pursuant to this section); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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 and any and all rights to injunctive relief. The arbitrator hearing such dispute/claim/cause of action shall be neutral and the entrant will have a reasonable opportunity to participate in the selection of the arbitrator. Such arbitration

will take place at a location near the entrant's residence and the entrant has the right to an in-person hearing in the arbitration proceeding, if desired. The arbitration will allow for the discovery and/or exchange of non-privileged information between entrant and Sponsor. Should an entrant initiate arbitration pursuant to this section, the entrant shall be responsible for JAMS's fees to do so (approximately, \$250), with all other costs of such arbitration being borne solely by Sponsor. If entrant is a California (USA) resident and Sponsor is the prevailing party in such arbitration, such entrant will not be responsible for Sponsor's costs and fees in conjunction with the arbitration proceeding; BUT, IN ALL OTHER CASES, ENTRANT WILL BE RESPONSIBLE FOR SUCH COSTS/FEEES IF REQUIRED BY THE ARBITRATOR'S RULING. For the avoidance of doubt, the requirement to arbitrate disputes pursuant to this section is reciprocal and binding both upon entrants and Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York (USA), without regard for conflicts of law doctrine of New York or any other jurisdiction.

**11. WINNERS LIST:** For the names of winners, send an email to [promotions@auprosports.com](mailto:promotions@auprosports.com) with "Athletes Unlimited Survey Winners" in the subject line, for receipt no later than April 30, 2021 at 5:00 pm ET.

This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter.