THE MASCOT SHOP, BULK UP YOUR SCHOOL SPIRIT II CONTEST OFFICIAL RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW, RULE, REGULATION OR ORDINANCE.

- 1. **Sponsor.** The Mascot Shop, Bulk Up Your School Spirit II Contest ("**Contest**") is offered and administered by Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis, MN, 55435 ("**Sponsor**").
- 2. Terms and Conditions. By participating in the Contest, you, an authorized representative ("you" or "Representative") of an eligible school ("Entrant School"), fully and unconditionally agree to have read these Official Rules and expressly accept and agree to be bound by these Official Rules. You further certify that the Entrant School meets the eligibility requirements set forth herein. In addition, you, and on your behalf the Entrant School, agree to accept the decisions of Sponsor as final and binding as it relates to the Contest and these Official Rules, and you, and on your behalf the Entrant School, agree to good faith by Sponsor and/or its designee.
- 3. Eligibility. The Contest is open to (i) elementary, middle, and high schools that are located within the 50 U.S. states or District of Columbia, that (ii) have a live Mascot Shop bulk shop (available for setup at <u>https://admin.themascotshop.jostens.com/auth/login</u> or by contacting Jostens at 855-200-1981). Schools at which employees, officers and directors, their immediate family members (i.e., spouse, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of Sponsor are employed, and Sponsor's advertising and Contest agencies and those associated with the development, distribution or implementation of this Contest are not eligible to participate.
- 4. **Timing**. The Contest begins on April 16, 2025, at 12:01 a.m. Central Time and ends on April 29, 2025, at 11:59 p.m. Central Time ("**Entry Period**"). Sponsor is the official timekeeper for this Contest.
- 5. Entry Method. To enter the Contest, during the Entry Period:
 - (a) an Entrant School shall place a minimum \$2,000 bulk order on the Mascot Shop bulk shop ("**Order**"); <u>and</u>
 - (b) a Representative of an Entrant School shall submit an email message to Jostens, addressed to <u>mascotshopblitz@jostens.com</u>, that includes (i) the Entrant School's Order number from 5(a) above and (ii) a description of how the Entrant School has engaged (in the past) and/or plans to engage (in the future) their relevant community to promote the Mascot Shop ("Engagement Activity").

For purposes of illustration only, examples of community engagement activities may include, without limitation, social media posts, emails to relevant community members, placing a QR code to creative messaging on sporting event programs, messaging to incoming freshman, holding a pep fest including Mascot Shop promotion, and many others. All entries must comply with the Entry Requirements outlined in Section 6 below.

An Entrant School's bulk Order and Engagement Activity collectively will be its "**Entry**" into the Contest. Limit one (1) Entry per eligible school during the Entry Period. All Entries will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any Entry. Representatives may only use one email address to enter the Contest. You are not permitted to share the same email address with another Representative. Any attempt by any Representative to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will be void and your Entries and you will be disqualified. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries all of which will be ineligible to win a prize. In the event of a dispute as to any Entrant School, the school associated with the authorized account holder of the email address used to enter will be deemed to be the Entrant School. The "authorized account holder" is the natural person assigned an email address by an Internet access provider,

online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners of any prize may be required to show proof of being the authorized account holder affiliated with the winning high school to be awarded the prize.

- 6. Entry Requirements. The Entry must comply with the following requirements: (i) other than Sponsor, its products, brands and/or logos, or products, brands or logos owned or licensed solely by the Entrant School or relevant school district, the Entry may not show, contain, mention, depict, refer or otherwise allude to the name, logo or product of any third party, unless the Representative has obtained written approval from such third party to use, and sub-license the use, of such name, logo or product in the Entry to be submitted as part of the Contest; (ii) copyright of the Entry must be solely owned by the Representative or Entrant School; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (iii) the Entry may not contain, mention, refer or otherwise allude to any material that is violent, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material, as determined by Sponsor in its sole discretion; (iv) the Entry cannot promote alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message, as determined by Sponsor in its sole discretion; (v) the Entry cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, its products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; (vi) the Entry cannot contain any personal identification of any person except for the Representative, such as personal names, email addresses or street addresses; (vii) the Entry cannot itself be in violation of any law; and (viii) the Entry must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to disgualify any Entry that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.
- 7. **Disqualification.** Entries that do not comply with the terms of this Contest will result in disqualification. Incomplete or illegible entries will not be considered. Entries will be void if electronically or mechanically reproduced, forged, defective, altered or obtained through unauthorized channels or if they contain production, typographical, electronic, mechanical or other errors. Sponsor reserves the right in its sole discretion to disqualify any Entry at any time which, in Sponsor's sole opinion, is offensive, contains unsuitable material, endangers the safety or well-being of any person, or if it is determined the Representative has not complied with these Official Rules.
- 8. Winner Selection. One (1) potential Prize winner will be selected on or around April 30, 2025, from among all eligible entries. A panel of qualified judges (as determined by Sponsor in its sole discretion) will review the submitted Engagement Activities from the eligible entries and select the one (1) best Engagement Activity, based on the following criteria ("Criteria"):
 - <u>Impactfulness</u> (75% of Criteria score). The degree to which the Entry School's Engagement Activity reached and engaged (or will reach and engage) with its intended audience to promote the Mascot Shop; tell us how you either already did and/or plan to reach your staff, faculty, students, and community, and why you believe your outreach spurred and/or will spur activity in the Mascot Shop.
 - <u>Creativity</u> (25% of Criteria score).
- 9. **Prize**. One (1) "**Prize**" is eligible to be awarded: a discount, equal to twenty-five percent (25%) of the value of the bulk Order that the winner placed to enter the Contest (per Section 5(a) above), off the Winner's next bulk purchase from the Mascot Shop bulk shop; provided, that the prize will expire if not used by October 31, 2025. The approximate retail value ("ARV") of the prize will depend on the value of the winner's Order, for example:

- If the Winner's bulk Order is for \$2,000, the ARV of the prize will be \$500;
- If the Winner's bulk Order is for \$5,000, the ARV of the prize will be \$1,250;
- If the Winner's bulk Order is for \$10,000, the ARV of the prize will be \$2,500.
- 11. Winner Notification. Within three (3) business days after the Prize winner has been selected, Sponsor will notify the Prize winner via email, at the email address provided upon Entry, or via phone call at the phone number of the school, that they have won the Prize. If a potential winner cannot be reached within a reasonable time period after selection, does not respond within five (5) business days of the first notification attempt, is found to be ineligible, does not comply with these Official Rules, or declines to accept the Prize, such potential winner may be disqualified in Sponsor's sole discretion.
- 12. Claiming a Prize. The Representative from the winning school may be required to complete, sign, notarize and return to Sponsor an Affidavit of Eligibility and Liability/Publicity Release within fourteen (14) days of receipt of such documents from Sponsor. If such documents are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor's sole discretion.
- 13. **Sponsor Discretion.** Decisions of the Sponsor will be final and binding on all matters relating to this Contest.
- 14. Prize Eligibility. Receipt of the Prize offered in this Contest is conditioned upon the Representative's compliance with these Official Rules, and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES OR ANY LAW BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED. If any provision of these Official Rules shall be deemed to violate any state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.
- 15. **Publicity**. Except where prohibited by law, and notwithstanding anything to the contrary in the Sponsor's Privacy Policy, the winning Entrant School and its associated Representative grant Sponsor the right to use its Entry for advertising, publicity, and promotional purposes, including print, broadcast, and online announcements, without further compensation other than the said Prize and at no expense to the winning school.
- 16. **Responsibility for Prize/Taxes**. Each Representative and Entrant School understands and agrees that the Prize-winning Entrant School is solely responsible for the use, care, and maintenance of its Prize. Sponsor is not responsible for lost or stolen Prizes. **PRIZES ARE AWARDED "AS IS" WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Prize-winning Entrant School. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each entity who receives a prize/award if the annual aggregate is at least \$600 or more. The Prize-winning Entrant School may be required to complete and submit a W-9 form to receive the Prize within fourteen (14) days of receipt of such documents from Sponsor. If such documents are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor's sole discretion, such potential winner shall be disqualified, and Sponsor will re-determine the winners of the Prizes based on the remaining eligible entries. The Prize-winning Entrant Schools should consult their tax advisor for the proper tax treatment of this.
- 17. Social Media. The Contest may be advertised through social media platforms, such as Facebook, Instagram, and/or X (f/k/a Twitter) ("Social Media"). You understand and acknowledge, however, that the Contest is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised. You agree to adhere to all rules established by Social Media platforms. Any information you provide for the Contest is being provided to Sponsor rather than any Social Media platform.

You fully release Facebook, Instagram, and X (f/k/a Twitter), and all other Social Media from all claims, losses and harm that you may allege or incur relating to this Contest.

- 18. Termination. Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Contest. Reasons for termination or modification of the Contest may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Contest due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud, or other causes beyond Sponsor's control. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or entry website or violates these Official Rules. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH REPRESENTATIVE(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 19. Additional Conditions. Sponsor is not responsible for: (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable correspondence; (ii) theft, destruction, unauthorized access to or alterations of Entry materials; (iii) any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or Prize(s); or (iv) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Contest, Representative acknowledges that Representative has read these Official Rules and any other terms and conditions, rules, guidelines or policies applicable to the Contest, and agrees to abide by them.
- 20. Hold Harmless/Release. BY PARTICIPATING, EACH REPRESENTATIVE AND ENTRANT SCHOOL AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND CONTEST AGENCIES, AND THOSE **ENTITIES** ASSOCIATED WITH THE **DEVELOPMENT**, **DISTRIBUTION** AND IMPLEMENTATION OF THIS CONTEST, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE CONTEST, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN THE CONTEST; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE; (C) PARTICIPATION IN ANY CONTEST OR PRIZE-RELATED ACTIVITY; OR (D) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST **OR PROCESSING OF ENTRIES.**
- 21. Disputes. THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, Representative and Entrant School agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Contest, shall be resolved INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, exclusively before a court located in Hennepin County, Minnesota having jurisdiction. The Representative, Entrant School, and Sponsor hereby agree to WAIVE A JURY TRIAL in all actions and proceedings related to the Contest. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

- 22. **Privacy Policy**. Personal information collected from Representatives and Entrant Schools will be used by Sponsor for the purpose of administering the Contest. By entering the Contest, Representatives acknowledge and consent to the collection, use and disclosure of their personal information in accordance with Sponsor's Privacy Policy available at https://www.jostens.com/about/legal/privacy-policy. By entering the Contest, Representatives agree to allow Sponsor to contact them regarding the Contest.
- 23. Winners List. A copy of the winners list will be available at https://www.jostens.com/officialrules/.

Abbreviated Rules for Use in Promotional Materials:

Open to elementary, middle, and high schools located in the 50 United States or District of Columbia that have an active bulk shop in the Jostens Mascot Shop. A school authorized representative will enter for the school by placing a minimum \$2000 bulk order purchase from the Mascot Shop and submitting an email to Jostens (at <u>mascotshopblitz@jostens.com</u>) with relevant Mascot Shop bulk purchase order number and a description of how the Entrant School has already engaged and/or plans to engage its relevant community to promote the Mascot Shop. Contest runs from 4/16/2025 through 4/29/2025. A judging panel will select one (1) winner to receive a prize of a discount, equal to 25% of the winner's bulk order purchase to enter the Contest, on its next bulk purchase from the Mascot Shop; provided the discount expires if not used by 10/31/2025. ARV of the prize depends on the value of the winner's bulk purchase to enter. Odds of winning depend on no. of entries. For a copy of the Official Rules, visit <u>https://www.jostens.com/officialrules/</u>. Sponsor: Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis, MN, 55435.