

USA SWIMMING – INSTAGRAM #LAYSAYERUP OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS GIVEAWAY IS INTENDED FOR PLAY IN THE UNITED STATES AND WILL BE GOVERNED BY COLORADO LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE OR ARE LOCATED OUTSIDE OF THE UNITED STATES AT THE TIME OF ENTRY.

1. ELIGIBILITY.

a. Requirement. The USA Swimming – Instagram #LAYSAYERUP (the “Giveaway”) is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of entry, subject to the exclusions below.

b. Exclusion. USA Swimming, Inc. (the “Sponsor”), employees, directors, owners, agents, parents, subsidiaries, and affiliates of Sponsor, and the advertising, fulfillment, judging, and promotional organizations involved in the development and administration of the Giveaway (collectively the “Promotional Parties”) and household members and immediate family (spouse, parent, in-laws, child, sibling, and their respective spouses, wherever they reside) of the Promotional Parties are not eligible to participate in the Giveaway. This Giveaway is void outside the United States, in New York, Rhode Island, Florida, and the territory of Puerto Rico, and wherever prohibited by applicable federal, state, and local laws or regulations.

c. Agreement with Official Rules. Participation in this Giveaway constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding on all matters related to the Giveaway.

2. SOCIAL MEDIA SITES. This Giveaway is in no way sponsored, endorsed, or administered by, or associated with Instagram or Twitter (the “Social Platform”). You understand that you are providing your information to Sponsor and not to the Social Platform. This promotion is subject to the terms and conditions of the applicable Social Platform. You hereby fully and completely release the Social Platform from any costs, liabilities, or expenses of any kind that are related to, directly or indirectly, this Giveaway.

3. PROMOTIONAL PERIOD. The Giveaway begins on February 1, 2022, at 12:00 a.m. Mountain Time and ends on February 28, 2022, at 11:59 p.m. Mountain Time (the “Promotional Period”). The Sponsor’s clock is the official clock for the Giveaway.

4. HOW TO ENTER. To enter the Giveaway, complete one of the following methods of entry. Any form of entry other than described herein is void. Limit one entry per person per Social Media Platform per Promotional Period, regardless of the manner of entry. Should multiple users of the same social media account or email address enter the Giveaway and a dispute thereafter arises regarding the identity of the entrant, the authorized account holder of said account at the time of entry will be considered the entrant. “Authorized account holder” means the natural person who is assigned an email address by an internet service provider (“ISP”), online service provider, or other organization (*e.g.*, a business, educational institution, *etc.*) which is responsible for

assigning email addresses, social media accounts, or the domain name associated with the submitted email address. No purchase is necessary to enter or win a prize. A purchase will not increase your chance of winning. By entering, you have not won a prize.

a. On Instagram. Visit Sponsor's Instagram page (Instagram handle: @USASwimming; link: www.instagram.com/usaswimming) during the Promotional Period and compete in Sponsor's competition by posting a video and using #LaysLayerUp during the Promotional Period.

b. Free Alternative Method of Entry. Send an email to Sponsor at media@usaswimming.org, during the Promotional Period, with the subject "#LaysLayerUp" and include your first and last name, date of birth, email address and link to video submission.

5. ENTRANT'S PERSONAL INFORMATION. Personal information collected from entrants is subject to the Privacy Policy found at <https://www.usaswimming.org/landing-pages/privacy-policy>. By entering the Giveaway, you expressly agree to the terms of the Privacy Policy. The Privacy Policy discusses how Sponsor may use your personal information. If you are selected as a winner, your information may also be included in a publicly available winners list.

6. PRIZE DRAWING. The day after the Promotional Day, or on another day reasonably selected by Sponsor, one potential winner that posted the fastest time of competition will be selected in a drawing conducted by Sponsor from all eligible entries received during the respective Promotional Period.

7. PRIZE WINNER NOTIFICATION AND REQUIREMENTS. The potential winner will be notified within one day following the winner selection via a direct message through the Social Media Platform on which the entrant entered or via email address the entrant used to enter. The potential winner may be required to complete, sign, and return to Sponsor a W-9, an affidavit of eligibility, and a liability and publicity release within three days of the date of the attempted notification. The prize may be forfeited if (a) the potential winner cannot be contacted within three days; (b) the potential winner fails to sign a W-9, an affidavit, and/or a release within three days of being contacted, if required; (c) the potential winner is not in compliance with these Official Rules, or (d) a prize or prize notification is returned as undeliverable. Sponsor is not responsible if entrant changes his or her social media account or email address. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right, but does not have the obligation, to award the prize to an alternate entrant who will also be selected randomly, even if the disqualified winner's name was publicly announced. All prize details are at Sponsor's sole discretion.

8. CONSUMER DISCLOSURE: PRIZE. A prize will be awarded after the Promotional Period has ended. The prizes are a USA Swimming gift bag featuring backpack, swim cap, goggles, pullover, t-shirt and 2 Frito-Lay variety packs (quantities of 40 and 36 count) of chips. The total approximate retail value of the prizes to be awarded in this Giveaway is \$257.36. The prize cannot be returned to Sponsor in any way, is non-transferable, and is non-assignable. No cash alternative or substitution will be allowed, except Sponsor reserves the right in its sole discretion to substitute a prize for another prize of comparable or greater value.

9. OTHER PRIZE TERMS. All taxes are the sole responsibility of the winner. Odds of winning a prize are one out of the total number of eligible entries received. Limit one prize per person or household per the Promotional Period. Prizes and obligations pursuant to these Official Rules cannot be assigned. Sponsor will mail prize to winner's physical address or electronic mail address.

10. ENTRANT GENERATED CONTENT. This Sweepstakes involves the entrant's submission of a comment to a post or tweet supplied by Sponsor (the "Entrant's Content"). Sponsor may use the Entrant's Content in Sponsor's advertising and for other lawful purposes.

**DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE
TO SPONSOR'S USE OF YOUR CONTENT OR IF YOUR CONTENT
VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

a. Grant of License. Entrant hereby grants to Sponsor a perpetual, irrevocable, worldwide, non-exclusive, fully transferrable (with the right to sublicense), fully paid-up right and license (i) to reproduce, prepare derivative work, distribute, perform publicly, and display publicly the Entrant's Content for any lawful purpose and (ii) to all of entrant's rights in the Entrant's Content, including the right to sublicense the Entrants Content and to use the Entrant's Content in any advertising or for other lawful purpose. Entrant understands that Sponsor or its designees or sublicensees may use the Entrant's Content for advertising and other purposes and, upon such use, entrant is not entitled to any further compensation.

b. Representations and Warranties. Entrant represents and warrants to Sponsor that (i) the Entrant's Content does not violate the rights of any third party, including any rights in copyright, trademark, trade secret, publicity, or likeness, and (ii) the Entrant's Content does not disparage, denigrate, defame, libel, slander, or cast false lights on the Promotional Parties or any third person.

c. Indemnification. Entrant will defend, indemnify, and hold harmless Sponsor against any and all claims, liabilities, settlements, expenses, and related attorneys' fees and costs incurred or suffered by Sponsor arising out of or resulting from (i) any claim of a third party arising from the infringement or violation of a third party's rights in the Entrant's Content or (ii) any claim of a third party that the Entrant's Content is fraudulent, misleading, defamatory, libelous, slanderous, or cast a false light.

11. GENERAL CONDITIONS.

a. Publicity Release. By accepting a prize, the winner grants Sponsor and its designees and sublicensees the right to use the winner's name, biographical information, testimonial, photo and/or likeness, voice, prize information, personal exposition, and/or any other information contained in the winner's entry or otherwise provided by the winner in connection with this Giveaway (and/or any edited portion thereof) for advertising, publicity, promotional, and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification, or permission, except where prohibited by law.

b. Force Majeure. Promotional Parties' failure to comply with these Official Rules due to an act of God, natural disaster, war, terrorism, pandemic, epidemic, communications system or network error or failure, cyber-attack or hacking, actions of governmental control, or

other events outside the control of the Promotional Parties shall not be considered a breach of these Official Rules.

c. Disqualification. Persons who tamper with or abuse any aspect of the Giveaway or website, who are in violation of these Official Rules, who are in violation of the terms or rules of Twitter, who are found using multiple accounts, who submit any obscene, unlawful, misleading, fraudulent, or other objectionable material as solely determined by Sponsor, or who act in an unsportsmanlike or disruptive manner as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify, or terminate the Giveaway for any reason, including, but not limited to, should any portion of the Giveaway be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, proper play, or submission of entries. If so terminated, at the Sponsor's discretion, Sponsor may randomly select the winners from among all eligible, non-suspect entries received prior to termination or as otherwise deemed fair and appropriate by Sponsor.

d. Other Terms and Conditions. Automated entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. Entrants may not register with multiple email addresses or social media accounts nor may entrants use any other device to register multiple times or as multiple registrants. Any entrant who attempts to enter with multiple email addresses or social media accounts under multiple identities or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion.

12. LIMITATION OF LIABILITY.

a. Release. By entering the Giveaway, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (i) to release, defend, indemnify, and hold harmless the Promotional Parties from any and all costs, injuries, losses, or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Giveaway or any Giveaway related activity, or from entrant's acceptance, receipt, possession, redemption and/or use or misuse of a prize; (ii) that Promotional Parties have neither made nor are in any manner responsible or liable for any representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose; (iii) to comply with all Sponsor and Promotional Parties' policies, terms, and conditions relating to the use of Sponsor or Promotional Parties' websites; and (iv) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Giveaway itself. Failure to comply with these conditions may result in disqualification from the Giveaway at Sponsor's sole discretion. This release, defense, indemnification and hold harmless obligation shall survive any expiration or termination of the Giveaway and is in addition to the release of the Social Platforms.

b. Limitation of Liability. THE PROMOTIONAL PARTIES' LIABILITY ARISING IN CONNECTION WITH THIS GIVEAWAY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE SHALL NOT

EXCEED THE AMOUNT OF (I) \$5.00 WITH RESPECT TO NON-WINNERS AND (II) \$500.00 WITH RESPECT TO WINNERS, AND SHALL BE FURTHER LIMITED TO ACTUAL DAMAGES EQUAL TO OR LESS THAN SUCH AMOUNTS, RESPECTIVELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROMOTIONAL PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR FOR LOST PROFITS OR FOR ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM. ENTRANT IS NOT ENTITLED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF.

c. Each entrant agrees, to the extent such laws give the entrant rights, that all rights under Section 1542 of the California Civil Code and similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

42. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASES. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

13. ADJUDICATION OF CLAIMS.

DO NOT ENTER THIS GIVEAWAY IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY FINALLY DECIDED IN ACCORDANCE WITH THESE OFFICIAL RULES.

a. **Binding Arbitration.** Any claim, dispute, or controversy arising under or related to this Giveaway or these Official Rules shall be resolved first by means of direct discussions with Sponsor. If not resolved pursuant to such discussions, the claim, dispute, or controversy shall then be resolved by final and binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with its streamlined arbitration rules and procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Colorado. All proceedings brought pursuant to this agreement will be conducted in the County of El Paso, State of Colorado. Any claim, dispute, or controversy arising out of or related to this Giveaway must be submitted to JAMS within three months from the last day of the Promotional Period; otherwise, such claim is permanently barred.

b. Litigation in Certain Circumstances.

i. **WAIVER OF JURY TRIAL.** IF THE BINDING ARBITRATION PROVISION ABOVE IS DETERMINED TO BE NULL AND VOID OR IF ANY CLAIM OR CONTROVERSY MUST BE LITIGATED FOR ANY REASON, ENTRANT HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS GIVEAWAY.

ii. **Venue.** If entrant or Sponsor is entitled to bring any claim, dispute, or controversy in court, any such action shall only be brought in a state or federal court located in the County of El Paso, State of Colorado. Entrant hereby submits to the jurisdiction and venue of

such courts and waives any objection to which the entrant otherwise might be entitled regarding such jurisdiction or venue.

c. CLASS ACTION WAIVER. ANY ARBITRATION, ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS GIVEAWAY SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ENTRANT SHALL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, OR IN ANY PROCEEDING IN WHICH AN ENTRANT OR SPONSOR ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. THE ARBITER OR JUDGE MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED WITHOUT THE WRITTEN CONSENT OF THE ENTRANT, SPONSOR, AND ALL PARTIES TO ANY SUCH PROCEEDING.

14. GOVERNING LAW. These Official Rules and the Giveaway are governed by U.S. laws and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to the conflict of laws rules thereof.

15. SEVERABILITY. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor may, in its discretion, replace the invalidated or unenforceable provisions with valid and enforceable provisions that, in the Sponsor's discretion, fulfill the intent of the Giveaway and these Official Rules.

16. COPY OF WINNER LIST AND OFFICIAL RULES. For the names of the winners or copy of these Official Rules, send your request to USA Swimming, Attn: #LaysLayerUp Winners List, 1 Olympic Plaza, Colorado Springs, CO 80909. All such requests must be received by March 31, 2022.

17. SPONSOR. The Sponsor is USA Swimming, Inc., 1 Olympic Plaza, Colorado Springs, CO 80909.

18. ABBREVIATED RULES. No purchase or payment of any kind is necessary to enter or win the Giveaway. A purchase will not increase your chances of winning. Giveaway begins 2/1/2022 and ends 2/28/2022. Void where prohibited. Official Rules available here:

<https://www.usaswimming.org/about-usas/resources/marketing-partners>