

**2021 GREAT COLLEGE TAILGATE CONTEST
OFFICIAL RULES**

If you participate in this Contest via your mobile device, message and data rates may apply.

1. ELIGIBILITY:

A. NO PURCHASE IS NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The 2021 Great College Tailgate Contest (the “Contest”) is open to legal residents of the 48 contiguous United States and the District of Columbia (excluding residents of Alaska and Hawaii), who are the age of majority in their state of residence (19+ in Alabama and Mississippi, 18+ everywhere else), all at the time of entry. Employees, agents, and directors of Collegiate Licensing Company, LLC (“Sponsor”), Wyng, Inc. and each of their respective parent, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies and affiliated entities (collectively, the “Contest Entities”) as well as each of the foregoing’s spouses and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) are not eligible to enter or win.

B. The Contest is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. By entering the Contest, entrants agree to accept and be bound by all terms of these official rules (“Official Rules”). Void in Alaska and Hawaii and where prohibited by law.

2. HOW TO ENTER:

A. From **12:00:00 AM** Eastern Time (“ET”) on **Monday, September 13, 2021** through **11:59:59 PM** ET on **Sunday, October 17, 2021** (the “Entry Period”), Sponsor will conduct a Contest encouraging participants to enter for a chance to win a prize. There is one way to submit an entry to the Contest (“Entry”) as follows:

During the Entry Period, eligible entrants must visit www.greatcollegetailgate.com and follow the instructions to complete and submit the online form, including entrant’s name, address, telephone number, email address, and any other information requested by Sponsor, and submit either an original photo or original video that shows entrant’s tailgate set up along with a description of entrant’s tailgate set up, to receive one (1) Entry into the Contest. To be eligible, Entry must be received no later than **11:59:59 PM** ET on **Sunday, October 17, 2021**. Individuals who do not follow all of the instructions, provide the required information in their registration form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Contest Entries must comply with the Content requirements set forth herein to be valid. As used herein, “Content” refers to all content you submit in connection with the Contest (including, but not limited to, any pictures, images, videos, descriptions, writings, explanations, tag names, etc.). Sponsor reserves the right to disqualify any entrants whose Content does not adhere to

the submission requirements, as determined in Sponsor's sole discretion. All Content must be in the following file formats: (1) for images: .jpg, .png, .bmp, or .gif. format at least 380px by 470px and in a file size less than 20 MB; and (2) for videos: in a commonly acceptable video format not more than sixty (60) seconds and not less than fifteen (15) seconds in length. Entries must be in English. By submitting Content for the Contest, you hereby warrant and represent that your Content conforms to the Content Requirements set forth herein.

B. By participating in the Contest, each entrant represents and warrants that: (i) the Content is original to the entrant, and all right, title and interest (including, but not limited to, copyright) therein and thereto is exclusively owned and/or controlled by the entrant and that the Content has not been copied from others and it has not previously won awards; (ii) the Content does not contain any material that is libelous, defamatory, profane or obscene, as determined by Sponsor in its sole discretion; (iii) the Content does not contain any material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (iv) the Content does not contain any material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Content is created; (v) the Content does not infringe upon the intellectual property or other statutory or common law rights of any third party (including but not limited to copyright, trademark, personality or privacy rights); (vi) the Contest Entities' use and re-use of the Content (will not infringe or violate the rights of any third party (including copyright), or require any payment to or consent/permission from any third party; and (vii) the Content has not been previously, and will not during any phase of the Contest be, published in any form (except as self-published by the entrant through the Contest or any other means, provided that such publishing shall not derogate from the entrant's other representations and warranties set forth herein, including, without limitation, that the entrant exclusively owns and/or controls the Content.

By submitting Content, you agree that your Content is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY AND CONTENT MAY BE POSTED ON SPONSOR'S WEBSITE OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION. Submission of Content grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Content in any way, in any and all media, without limitation, and without consideration to the entrant. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Contest submission requirements set forth herein in its reasonable discretion.

C. Individuals who do not follow all of the instructions, provide the required information, timely submit the form as indicated herein, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries generated by script, macro or other automated means will be void. The Contest Entities are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems that may limit or affect a person's ability to participate in the Contest, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Contest, including, without limitation, errors that may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. In the event of sabotage, acts of God, riot or civil commotion, epidemic, pandemic, or other public health emergency, disease, act of public enemy, order or act of any government or governmental instrumentality (whether federal, state, local or foreign), terrorism or threats thereof, computer virus, or other events or causes beyond the Sponsor's control that corrupt the integrity, administration, security or proper operation of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Contest. In the event of cancellation, Sponsor reserves the right to award prizes from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the entrant ineligible. All entries become the property of the Sponsor and will not be acknowledged or returned. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

3. JUDGING/PUBLIC VOTING/WINNER SELECTION:

A. **Judging:** At the conclusion of the Entry Period, Sponsor will review all properly submitted Entries from eligible entrants and will judge such Entries based on the following criteria (“Judging Criteria”):

- (i) Spirit (40%)
 - the level of support shown for their team; enthusiasm, festiveness
- (ii) Creativity (35%)
 - The level of fun generated for all involved; creativity in menu and set up, setting, atmosphere, games; originality in showing school pride
- (iii) Scale/size of tailgate (25%)
 - The extent the entrants go to throw a great tailgate; Hospitality, size, menu, coordination

The five (5) entrants whose Content/Entry receive the highest score will be deemed finalists, subject to verification (each a “Finalist”). In the event of a tie score, the entrant with the higher score in the Spirit category shall be the finalist. If such tie score entrants also have the same Spirit category score, then the entrant with the higher score in the Creativity category shall be the finalist. If such tie score entrants also have the same Spirit category score and Creative category score, then the entrant with the higher score in the Scale/size category shall be the finalist. Judges’ decisions are final and binding in all aspects of this Contest.

B. **Public Voting:** From approximately **12:00:00 AM ET October 25, 2021** until **11:59:00 PM ET October 29, 2021** (the “Voting Period”), each Finalist’s Content will appear at www.greatcollegetailgate.com. Notwithstanding the foregoing, the Voting Period shall be subject to modification by Sponsor as Sponsor may reasonably require. In the event of modification, Sponsor shall post notice of the modified Voting Period on the website. The public will be invited to vote for an Entry by visiting the website, selecting the Finalist that he/she believes received the highest score based on the Judging Criteria, and entering the email address of the entrant for identification and tracking.

Limit: One (1) vote per person/email address during the entire Voting Period. If more than one (1) vote is received from the same person and/or email address during any given day, all votes from said person or email address may be disregarded. Sponsor reserves the right to void all votes made through any script, macro, robotic, automatic, mechanical, programmed or similar duplication method. ***Any voting numbers or leader boards are for entertainment purposes only and shall not be any determination of winner or number of votes.*** Vote counts are not official until verified by the Sponsor, in its reasonable discretion. Any attempt by the entrant and/or its respective family/friends to vote more than the number of times authorized herein, using multiple names and/or email addresses and/or any other fraudulent mechanism, as determined by the Sponsor in its sole discretion, shall give the Sponsor the right to disqualify the entrant in Sponsor’s

reasonable discretion. Any attempt by any person to fraudulently circumvent the voting restrictions in order to cast multiple votes will result in disqualification of all such votes received and may result in disqualification of the entrants for whom the improper votes were received if the Sponsor determines that that entrant was involved in any way in the perpetration of such fraud.

At the conclusion of the Voting Period, Sponsor will rank the entries according to the total votes received. The one (1) entrant whose Entry/Content receives the highest total number of votes will be the grand prize winner, subject to verification; the one (1) entrant whose Entry/Content receives the second highest total number of votes will be the second-place winner, subject to verification; and the one (1) entrant whose Entry/Content receives the third highest total number of votes will be the third-place winner, subject to verification, (collectively, the “Winners” or individually, the “Winner”). In the event the tally of votes for any Winner spot results in a tie, then the judges who selected the five (5) Finalist will select the winner of the tie using the same Judging Criteria.

C. On or around November 1, 2021, potential Winners will be notified via the email address and/or telephone number provided during entry. Potential winners are subject to verification. If a potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then such winner may be disqualified and the prize may be forfeited in Sponsor’s sole discretion. Winners may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within five (5) business days of attempted notification or prize may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

If there is a dispute as to the identity of the Winner, the winning Entry will be declared to have been made by the authorized email account holder at time of Entry. Such potential Winner will be disqualified

D. The decisions of Sponsor in all matters regarding this Contest are final and binding.

4. PRIZES:

A. The one (1) verified grand prize winner (“Grand Prize Winner”) will receive a three-day/two-night trip for the Grand Prize Winner and one (1) guest (guest must be at least age of majority in their state of residence, unless they are the child of the grand prize winner) to a college football bowl game of grand prize winner’s choice (while supplies and tickets last) for the 2021-2022 college football season (“Selected Bowl Game”). The Grand Prize will include: (i) round-trip, coach-class airline ticket for the winner and one (1) guest from the major U.S. gateway airport nearest to Grand Prize Winner’s residence (in the 48 contiguous U.S./DC) to the major U.S. gateway airport nearest the Selected

Bowl Game (all as determined in sole Sponsor's discretion) (if a Grand Prize Winner resides within 250 miles of the Selected Bowl Game, ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for difference in prize value); (ii) one (1) hotel room, double occupancy for two (2) nights for Grand Prize Winner and guest near the Selected Bowl Game (as determined by Sponsor in its sole discretion); (iii) two (2) tickets to the Selected Bowl Game (collectively, the "grand prize" or "Grand Prize"). Grand Prize Winners and guests must comply with all rules and regulations of Sponsor and of the venue where the Selected Bowl Game takes place.

Additional Details for Grand Prize: Approximate Retail Value ("ARV") of Grand Prize (including tailgate prize pack below): **\$4,750 US**. Actual value of grand prize may vary based on point of departure, Selected Bowl Game, and airfare fluctuations. Any difference between stated ARV and actual value of prize will not be awarded. All trip/travel arrangements (including, without limitation, selection of the airline, departure and arrival airport, and lodging) are determined by Sponsor in its sole discretion. Trip must be booked at least fifteen (15) days in advance of Selected Bowl Game and travel arrangements are subject to availability. ***Sponsor makes no representation that any specific bowl game will have tickets available or will be available to the Grand Prize Winner as their Selected Bowl Game.***

Grand Prize Winner must be available to travel on the dates specified by Sponsor for Selected Bowl Game; no alternate travel dates are available. In the event the winner cannot travel to the region of the Selected Bowl Game on the timeline provided, Grand Prize Winner may be disqualified and the prize will be forfeited. The Grand Prize Winner and guest must travel on the same itinerary (on dates specified by Sponsor, which may be subject to change) and are solely responsible for obtaining proper documentation (e.g., valid photo ID) prior to travel. All travel arrangements are subject to availability, blackout dates, and other restrictions. All tickets are subject to terms and conditions of their issuers. Travel must be made through Sponsor's (or its designee's) agent, on a carrier of Sponsor's choice, in seat locations determined by Sponsor.

Grand Prize Winner is responsible for all costs and expenses not expressly provided for above, including, without limitation, all ground transportation, meals and beverages, travel upgrades, baggage fees, incidentals, gratuities, in-room charges (telephone calls, mini-bar, room service, movies, etc.), souvenirs, additional hotel charges and fees, taxes, and other personal expenses incurred during the use of the prize. Grand Prize Winner and guest may be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion before check-in and all damages, charges, telephone calls, meals, beverages, upgrades, amenities, personal incidentals and any other expenses incurred by the winner and/or their guest will be charged to that major valid credit card or deducted from the deposit provided. If the Selected Bowl Game or any portion of the prize is canceled or postponed for any reason, Sponsor will have no obligation to award compensation in lieu of such prize. The remainder of the prize may be awarded (if available or capable of being awarded), and Sponsor will have no further obligation to the Grand Prize Winner. Grand Prize Winner may not substitute, assign, or

transfer any portion of the prize or redeem the prize for cash, but Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, for any reason, in its sole discretion.

Sponsor is not responsible for any fees or additional charges resulting from a Grand Prize Winner's or guest's change to itinerary or accommodations. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions, or any act or omissions whatsoever by the air carriers, hotel providers, transportation companies, or any other persons or providing any of these services/accommodations/prize portions to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. If the Grand Prize Winner becomes disabled or cannot otherwise fully enjoy the prize due to illness, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the prize award and no other compensation in lieu of the prize will be awarded. Grand Prize Winner and guest are responsible for obtaining his/her own medical and life insurance and the associated costs. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. A minor may accompany winner as a travel guest only if the Grand Prize Winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight and during game) by minor's parent or legal guardian. Travel guests must sign and return a travel release before any ticketing of travel occurs. Once travel guests are selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Additional prize award details and travel information to be provided to the winner at the time of notification. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged.

Sponsor is not responsible for any delay or cancellation of prize or any event related thereto due to unforeseen circumstances, or those outside of Sponsor's control. Bowl game tickets are subject to the terms, conditions, and restrictions set forth thereon. Grand Prize Winner and guest agree to comply with all applicable venue regulations in connection with Selected Bowl Game. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to Grand Prize Winner and his/her guest who engage in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, or in any other objectionable behavior. Location of Selected Bowl Game tickets shall be selected by Sponsor in its sole discretion.

Because COVID-19 is a novel virus, Grand Prize Winner agrees and acknowledges that there is always a risk with travel or large gatherings of people and Sponsor shall not be responsible for any such risk or outcome. Further, Sponsor is not responsible for any change or difference in the availability of any amenities, offerings, or otherwise when such arises out of our effort to adhere to changes in regulations and protocols with respect to COVID-19, over which we have no control.

B. Additionally, the Grand Prize Winner will also receive a tailgate prize pack bundle (ARV \$700 US) consisting of collegiate-branded products provided by Logo Brands, Wincraft, and Tervis.

C. The one (1) Second Place Prize Winner will receive a tailgate prize pack bundle (ARV \$500 US) consisting of collegiate-branded products provided by Logo Brands, Wincraft, and Tervis.

D. One (1) Third Place Prize Winner will receive a tailgate prize pack bundle (ARV \$250 US) consisting of collegiate-branded products provided by Logo Brands, Wincraft, and Tervis.

All details including size, color, style, brand, contents, etc. of prize pack bundles shall be determined by Sponsor in its sole discretion.

E. *General Prize Conditions (applicable to all prizes):* No substitution or transfer of prizes is permitted. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. Winners are responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. Prizes will be fulfilled within a reasonable time of Sponsor's verification of Winner. All prize details and additional terms, conditions, or eligibility requirements are in Sponsor's discretion. Limit: one (1) prize per person/household. All gift cards and promotional codes are subject to the terms and condition of their issuer.

5. GENERAL: By entering this Contest, entrant grants Contest Entities and their designees the right, unless prohibited by law, to use their Entries, names, user names, cities and states of residences, voices, avatars, pictures and likenesses, without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of the Contest Entities and all matters related to the Contest, in any manner or medium, now or hereafter known, throughout the world in perpetuity. THE CONTEST ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY AND ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE CONTEST ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS CONTEST (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS), THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED, THE PRIZE OR ANY TRAVEL RELATED THERETO AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS. WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED "AS IS" AND THAT SPONSOR HAS NOT MADE, AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT,

RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

6. DISPUTES:

A. Except where prohibited, entrants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded will be resolved individually, without resort to any form of class action and exclusively by the appropriate court located in the State of Georgia; (ii) any and all claims, judgments, and awards to entrants will be limited to actual out of pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees; and (iii) 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 expense and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or entrants' and/or Sponsor's rights and obligations in connection with the Contest are governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules.

B. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in materials (including, but not limited to, point of sale, television, radio, and print advertising, promotional packaging, and other promotion media), the details of the Contest as set forth in these Official Rules shall prevail.

7. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in this Contest will be used by sponsor, their affiliates, agents and marketers in accordance with Sponsor's privacy policy, available at www.greatcollegetailgate.com/privacy.

8. OFFICIAL RULES OR WINNERS LIST: For a copy of the Winner List (available on or about November 30, 2021, send a self-addressed, stamped envelope to the following address, no later than December 31, 2021 (please specify "Official Rules" or "Winners"): 2021 Great College Tailgate Contest, Collegiate Licensing Company, LLC, Brand Marketing Division, 1075 Peachtree Street NE, Suite 3300, Atlanta, GA 30309.

9. SPONSOR: Collegiate Licensing Company, LLC, 1075 Peachtree Street NE, Suite 3300, Atlanta, GA 30309.

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