

## USA SWIMMING SAFE SPORT CLUB RECOGNITION INCENTIVE CONTEST OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE. THIS CONTEST 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. **Sponsor.** The Safe Sport Club Recognition Incentive Contest (the “**Contest**”) is sponsored by USA Swimming, Inc. (the “**USA Swimming**”). USA Swimming and USA Swimming’s employees, directors, owners, parents, subsidiaries, affiliates, advertising, fulfillment, judging, promotional agencies and any companies or agencies engaged by USA Swimming to support this Contest, are the “**Promotional Parties**.”

2. **Purpose.** The purpose of this Contest is to incentivize USA Swimming member clubs affiliated with USA Swimming (each, a “**Team**”) to demonstrate its commitment to creating a healthy and positive environment free from abuse for all its members through the development and implementation of club governance measures, Safe Sport policies and reporting mechanisms, Safe Sport best practices and training to athletes and parents.

3. **Eligibility.**

a. **General Eligibility.** The Contest is open to Teams that have achieved Qualifying Status (as defined below), located in the United States, subject to the exclusion below.

b. **Exclusion.** This Contest is void outside the United States and wherever prohibited by local laws.

c. **Agreement with Official Rules.** Participation in this Contest constitutes a participating Team’s full and unconditional agreement to these Official Rules and to USA Swimming’s and any judges’ decisions, which are final and binding on all matters related to the Contest.

4. **Promotional Period.** The Contest begins on July 2, 2020, and ends on December 31, 2021, at 11:59 p.m. Mountain Time (the “**Promotional Period**”). USA Swimming’s clock is the official clock for the Contest.

5. **How to Enter.** To enter the Contest, a Team must achieve Safe Sport Club Recognition status during the Promotional Period, and maintain such status through the Promotional Period (a “**Qualifying Status**”). A Qualifying Status is determined and approved by USA Swimming in accordance with the requirements contained in the following links:

- <https://www.usaswimming.org/docs/default-source/safe-sportdocuments/safe-sport-recognition-program/ssrp-coach-owned-guidelines.pdf>
- <https://www.usaswimming.org/docs/default-source/safe-sportdocuments/safe-sport-recognition-program/ssrp-institutionally-owned-guidelines.pdf>
- <https://www.usaswimming.org/docs/default-source/safe-sportdocuments/safe-sport-recognition-program/ssrp-parent-board-guidelines.pdf>

If you have questions regarding whether or not your Team has achieved Qualifying Status, please send an email to [ssrp@usaswimming.org](mailto:ssrp@usaswimming.org) with the subject line “**Qualifying Status Inquiry**.” Once your Team has achieved Qualifying Status, your Team will receive one entry into the monthly

drawing for the Prize (please see Section 7 for drawing of the Prize). If your Team achieves the Qualifying Status but does not wish to be entered into the Contest, please send an email to [ssrp@usaswimming.org](mailto:ssrp@usaswimming.org) requesting to opt out of the Contest.

6. Prize. The Winner will win a personal visit by a US National Team athlete or alumni member either virtually or at the Team's location, at USA Swimming's sole discretion, on a mutually agreeable date in the year in which the Team is selected (the "**Prize**"). The fair market value of the Prize is \$3,000.00.

7. Method of Winning and Monthly Drawings. USA Swimming will randomly select one Team (the "**Winner**") on or about the first day of every month during the Promotional Period, on another day reasonably selected by USA Swimming. The Winner will be notified via email and/or other methods (including via social media or telephonically). The odds of winning are one out of the total number of Teams achieving the Qualifying Status. If your Team does not win in a given month during the Promotional Period, your entry will automatically roll-over into the next month's random drawing, provided that your Team continues to maintain Qualifying Status. If during the Promotional Period your Team loses its Qualifying Status, then your entry may be removed from the monthly drawing until your Team achieves Qualifying Status.

8. Winner Requirements. The Prize may be forfeited if (a) the Winner cannot be contacted within a reasonable time (determined at USA Swimming's discretion); (b) the Winner fails to sign a W-9, an affidavit, and/or a release within three days of being contacted, if required; (c) the Winner is not in compliance with these Official Rules, (d) USA Swimming, in its reasonable discretion, suspects that the Winner may be liable for fraudulent activity in achieving Qualifying Status; or (d) the Winner is not cooperative in scheduling the use of the Prize. If a Winner is disqualified based on any of the foregoing, USA Swimming may (but is not obligated to) randomly select another Winner.

9. Other Prize Terms. A Team can only win the Prize once during the Promotional Period. Once your Team has won the Prize, your Team will be removed from any additional monthly drawings. All taxes are the sole responsibility of the winner. All Prize details may be determined in USA Swimming's sole discretion. The Prize cannot be returned to USA Swimming in any way. No cash alternative or substitution will be allowed, except USA Swimming reserves the right in its sole discretion to substitute a Prize for another Prize of comparable or greater value if the Prize listed is unavailable for any reason. Prizes may not be transferred without the written consent of USA Swimming.

10. Personal Information. Personal information collected from this Contest is subject to USA Swimming's Privacy Policy available online at <https://www.usaswimming.org/landing-pages/privacy-policy>. By entering the Contest, you agree to Privacy Policy. The Privacy Policy discusses how USA Swimming may use your personal information. If your Team is selected as a winner, your Team's information may also be included in a publicly available winners list.

11. Publicity Release. By entering the Contest, your Team grants USA Swimming the right to use the Team's name, member information, testimonial, photo and/or likeness, voice, prize information, personal exposition, and/or any other information submitted or collected in connection with this Contest (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.

12. Team Generated Content. This Contest may involve a Team's submission of content, including without limitation photographs, videos, and social media posts ("**Content**"). USA Swimming intends to use the Content in its advertising and for other lawful purposes. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO THE USE OF YOUR TEAM'S CONTENT OR IF YOUR CONTENT VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

a. Grant of License. Each Team hereby grants to USA Swimming a perpetual, irrevocable, worldwide, non-exclusive, fully transferrable (with the right to sublicense), fully paid-up right and license (i) to reproduce, prepare derivative works based on, distribute, perform publicly, and display publicly the Team's Content for any lawful purpose and (ii) to all of the Team's rights in the Content, including the right to sublicense the Content and to use the Content in any advertising or for other lawful purpose. Each Team understands that USA Swimming, or its sublicensees may use the Content for advertising and other purposes and, upon such use, no Team is entitled to any further compensation.

b. Representations and Warranties. Each Team represents and warrants to USA Swimming that (i) the Team's Content does not violate the rights of any third party, including without limitation any rights in copyright, trademark, patent, trade secret, publicity, or likeness, and (ii) the Team's Content does not disparage, denigrate, defame, libel, slander, or cast false lights on USA Swimming or any third person.

c. Obtaining Third Party Rights. Each Team that submits Content is responsible for obtaining the permission of each person appearing in such Content. Please contact USA Swimming for a permission form that your Team may use to obtain such permission. Use of USA Swimming's permission form is at your Team's sole risk.

d. Indemnification. Each Team will defend, indemnify, and hold harmless the Promotional Parties against any and all claims, liabilities, settlements, expenses, and related attorneys' fees and costs incurred or suffered by USA Swimming arising out of or resulting from (i) any claim of a third party alleging the infringement or violation of a third party's rights in the Team's Content or (ii) any claim of a third party that the Team's Content is defamatory, libelous, slanderous, or casts a false light.

13. Disqualification. Teams who tamper with or abuse any aspect of the Contest, who are in violation of these Official Rules, who submit any obscene or other objectionable material as solely determined by USA Swimming, or who act in an unsportsmanlike or disruptive manner as solely determined by USA Swimming, may be disqualified. USA Swimming reserves the right at its sole discretion to suspend, modify, or terminate the Contest for any reason, including, but not limited to, should any portion of the Contest be, in USA Swimming's sole opinion, compromised by a computer virus, non-authorized human intervention, or other causes which, in USA Swimming's sole opinion, corrupt or impair the administration, security, fairness, or proper play of the Contest. If so terminated, at USA Swimming's discretion, USA Swimming may (but is not obligated to) distribute prizes in a manner deemed fair and appropriate by USA Swimming.

14. Commercial Emails. Each Team who enters the Contest agrees to receive commercial emails from USA Swimming, which the Team may opt-out of by following the instructions in the emails.

15. Limitation of Liability.

a. Release. By entering the Contest, each Team agrees for the Team and its members and their parents, heirs, executors, and administrators (i) to release, defend, indemnify, and hold harmless the Promotional Parties from any and all claims, liabilities, 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 Contest or any Contest related activity, or from the Team's acceptance, receipt, possession, redemption, and/or use or misuse of a prize (which shall survive the expiration or termination of the Contest); (ii) that the Promotional Parties have neither made nor are 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 of USA Swimming's policies, terms, and conditions relating to the use of USA Swimming's 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 Contest itself. Failure to comply with these conditions may result in disqualification from the Contest at USA Swimming's sole discretion.

b. LIMITATION OF LIABILITY. THE PROMOTIONAL PARTIES LIABILITY ARISING IN CONNECTION WITH THIS CONTEST, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED (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. 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 ATTORNEYS' FEES. TEAMS ARE NOT ENTITLED TO RESCIND THESE OFFICIAL RULES OR SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF.

c. Each Team agrees, to the extent such laws give the Team rights, that all rights under Section 1542 of the California Civil Code and/or 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.

16. ADJUDICATION OF CLAIMS. DO NOT ENTER THIS CONTEST IF YOUR TEAM DOES 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 Contest or these Official Rules shall be resolved first by means of direct discussions with USA Swimming. 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 these Official Rules will be conducted in Denver, Colorado. Any claim, dispute, or controversy arising out of or related to this Contest must be submitted to JAMS within three months from the last day of the Promotional Period; otherwise, such claim is permanently barred.

b. Litigation. If the binding arbitration provision is determined to be void or if any claim or controversy must be brought in court, YOUR TEAM AND EACH TEAM MEMBER 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 CONTEST. Any such action shall only be brought in a state or federal court located in Denver, Colorado and your Team submits to the jurisdiction and venue of such courts and waives any objection to such jurisdiction or venue.

c. CLASS ACTION WAIVER. ANY ARBITRATION, ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST SHALL BE IN EACH TEAM'S AND EACH TEAM MEMBER'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU SHALL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, OR IN ANY PROCEEDING IN WHICH YOU, A TEAM, OR ANY TEAM MEMBER 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 APPLICABLE PROMOTIONAL PARTY AND OTHER ALL PARTIES TO ANY SUCH PROCEEDING.

d. Governing Law. These Official Rules and the Contest 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 a Team, a Team member, or any Promotional Party in connection with this Contest, 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.

17. 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. USA Swimming may, in its discretion, replace the invalidated or unenforceable provisions with valid and enforceable provisions that, in USA Swimming's discretion, fulfill the intent of the Contest and these Official Rules.

18. Force Majeure. A Promotional Party's failure to comply with these Official Rules due to an act of God, natural disaster, war, terrorism, pandemic, communications system or network error or failure, cyber-attack or hacking, actions of governmental control, governmental regulations or ordinances, or other events outside the control of the Promotional Party shall not be considered a breach of these Official Rules.

19. 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: SSRP Incentive Contest, 1 Olympic Plaza, Colorado Springs, CO 80909. All such requests must be received by January 1, 2022.

20. Abbreviated Rules. No purchase is necessary to enter or win the Contest and will not increase your chances of winning. Contest begins July 2, 2020 and ends December 31, 2021. Void where prohibited. Official Rules available at: <https://www.usaswimming.org/docs/default-source/safe-sportdocuments/safe-sport-recognition-program/usa-swimming-2020-safe-sport-club-recognition-incentive-contest.pdf>