

## TENNIS CHANNEL'S TOPSPIN REGION 3 TOP COACH CONTEST

### OFFICIAL RULES AND REGULATIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

VOID IN GUAM, PUERTO RICO AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED BY LAW.

1. SPONSOR. Tennis Channel's Topspin Top Region 3 Coach Contest (the "Contest") is sponsored by The Tennis Channel, Inc. [3003 Exposition Boulevard, Santa Monica, CA 90404, 310.314.9416] ("Sponsor").

2. ELIGIBILITY. The Contest is open only to legal residents physically located and residing in the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older at the time of entry. Employees and their immediate families (parents, spouses, siblings, children, household members and the spouses and children of the foregoing) of Sponsor, and their respective parent companies, subsidiaries, affiliates, divisions, trustees, franchisees, participating vendors, distributors, dealers, advertisement or promotion agencies and affiliated agencies and their respective employees, officers, directors, shareholders, investors, successors and assigns (the "Contest Entities") are not eligible to enter the Contest. By entering the Contest, entrants agree to abide by all terms of these Official Rules and Regulations ("Rules") and the decisions of the Sponsor. The Contest is subject to all federal, state and local laws and regulations. Eligibility, age and all claims made by potential winners are subject to verification. Prize winners may be required to complete, sign, have notarized and return an Affidavit of Eligibility/Prize Acceptance/Liability and (where legally permissible) Publicity Release Form, except where prohibited by law, within five (5) days of receipt of same. Do not proceed in this Contest if you do not fall within the eligibility requirements set forth in these Rules. All terms and conditions of the applicable Entry Site(s) apply.

3. CONTEST PERIOD. Entry to the Contest begins at 12:00AM Pacific Standard Time ("PST") on February 22, 2021 and continues through 11:59PM PST on May 2, 2021 (the

“Contest Period”). For details of times and dates of individual voting rounds, refer to the Entry Site. For purposes of these Rules, all times and days are PST.

4. HOW TO ENTER. There is one (1) way to enter the Contest. To enter, navigate an internet browser to [www.tennis.com/topcoach](http://www.tennis.com/topcoach) and follow the instructions, selecting the appropriate region in which you are located. During the Contest Period, entrants may enter once, per person/Entry Site account, per day, by following the link from the Entry Site and submitting their Contest Entry, including all applicable information. For purposes of this Contest, an “Entry” is either the nomination of a coach or vote for a coach, as applicable. Entries will be limited to one (1) Entry per person/Entry Site account per day during the Contest Period (regardless of whether one (1) person has more than one Entry Site account or more than one (1) person use the same Entry Site account). Entries in excess of one (1) per person/Entry Site account per day will be void and disqualified. Normal Internet/data access and usage charges imposed by entrant’s online or mobile service will apply. Use of any automated entry device or software is prohibited. False or deceptive Entries or acts, as determined by Sponsor in its sole discretion, will render the entrant ineligible. Sponsor may, in its sole discretion, discard any Entry it determines not to conform to these rules or which contains false, misleading, or otherwise inaccurate information.

All Entries for the Contest must be received by Sponsor on or before 11:59PM PST on May 2, 2021.

Entries by any other method other than set forth above are void.

5. DETERMINATION OF WINNERS. Grand Prize(s) (as described below) and Top Ten/Top Fifty winners will be selected from all eligible Entries received based on total votes received, as determined by Sponsor in its sole discretion. Entrant Prize winners will be selected randomly. Prize winners will be notified through email. The Potential Grand Prize Winners will be notified through email on or about May 3, 2021. Other Winners will be notified through email in or around the month of May, 2021. Any potential Winner must meet all eligibility requirements including the execution and delivery of all necessary releases (as described below). Sponsor reserves the right to disqualify potential any Winner in its sole discretion. If a potential Winner is unreachable or does not reply to notification within forty-eight (48) hours, his/her Winner spot may be forfeited and an alternate potential Winner may be selected. Potential Prize Winners

may be required to complete and sign an Affidavit of Eligibility/Prize Acceptance and Liability and (where legally permissible) Publicity Release Form ("Affidavit") with all required information (e.g., legal name, valid address, etc.), except where prohibited by law. If potential Winner fails to complete, execute, have notarized and return the Affidavit, if required, and except where prohibited by law, within five (5) days of receipt, an alternate potential Winner may be chosen.

6. PRIZES. Grand Prize: One (1) male and one (1) female coach Grand Prize winner in the Region will be determined based on the number of eligible votes received during the Contest Period and subject to all terms of these Rules. Grand Prize winners will win: One (1) prize consisting of (i) one (1) gift card with an Approximate Retail Value ("ARV") of Five Hundred Dollars (\$500.00), and each Grand Prize winner will be featured on The Tennis Channel, in Tennis Magazine, Tennis.com, Topspin, and any other Tennis Channel Media at Tennis Channel's discretion. Top Ten and Top Fifty prize winners in the Region will be determined based on the number of eligible votes received during the Contest Period and subject to all terms of these Rules Top Ten and Top 50 Prizes will receive: Top Ten Prizes: five (5) male winners and (5) female winners will win (ii) one (1) annual membership to either the Professional Tennis Registry ("PTR") or the United States Professional Tennis Association ("USPTA"), with an Approximate Retail Value ("ARV") of Two Hundred Twenty-One Dollars to Two Hundred Ninety-Nine Dollars (\$221-299) respectively; Top Fifty Prizes: (i) Tennis Channel merchandise or other prizing at Sponsor's sole discretion. Entrant winners will be randomly selected, and will receive prizing at Sponsor's sole discretion. The total ARV of the Prize is Three Thousand Nine Hundred Ninety Dollars (\$3,990). Other entrants may be awarded prizes by Tennis Channel at Tennis Channel's discretion. Actual prize items awarded will be determined by Sponsor, at its sole discretion.

One (1) Prize per winner/household. All ARVs are in United States Dollars and based on the manufacturer's selling price at the time the Rules were finalized. Winner will not receive difference between actual and ARV.

To be eligible for the Grand Prize, coaches must be up to date with USPTA and/or PTR dues, continuing education, and safe play compliance. Regional Grand Prize Winners will receive one years' paid USPTA or PTR membership dues, at Tennis Channel's sole discretion. The USPTA paid membership will begin 1/1/22 and continue for one (1) year. The PTR paid membership will begin 9/1/21 and continue for one (1) year.

The Prize is non-refundable for cash and non-changeable once issued. Sponsor will not replace any lost or stolen elements of the Prize. Prize winner cannot sell, assign or transfer their prize to another person. All federal, State, local or other taxes, if any, are the sole responsibility of Prize winner. No substitution, transfer, or cash equivalent for Prizes (or prize components) will be allowed, except that Sponsor may substitute the Prize (or Prize component) for one of equal or greater value for any reason, in Sponsor's sole discretion. In the event that a Prize component is not available for any reason, then remaining elements of Prize shall constitute full satisfaction of Sponsor's Prize obligation to winner and no additional compensation will be awarded, except that Sponsor may, in its sole discretion, substitute a Prize component for one of equal or greater value. Any depictions of Prize (or Prize elements) are for illustrative purposes only.

7. CLAIMING PRIZES/RELEASES. Eligibility, age, legal name and all claims made by a potential winner are subject to verification. If a potential winner cannot be reached after a reasonable effort has been exerted, or if they are found to be ineligible, an alternate winner may be selected at Sponsor's sole discretion. If the Prize or Prize notification is returned as undeliverable or if the potential winner fails to respond to notification attempts, the winner may be disqualified, and an alternate winner may be selected at Sponsor's sole discretion. In the event the winner declines the Prize or winner fails to execute and return the completed releases described below, if required, Sponsor may elect, at its own discretion, to select an alternate winner. If a dispute arises regarding who submitted an Entry, the entry will be deemed to be submitted by the holder of the Entry Site account on which the Entry is posted, as determined by Sponsor. Potential Prize winner may be required to complete, sign, have notarized and return an Affidavit of Eligibility/Prize Acceptance/Liability and a Publicity Release Form, except where prohibited by law, within five (5) days of receipt of same. By accepting any Prize, Prize winner consents to the use of Prize winner's name, address (city and state only), voice, biography, photograph, likeness, prize information and/or statements about the Contest without any additional compensation, for programming, advertising, trade and promotional purposes, and any and all matters related to the Contest, in any and all media, whether now known or hereafter devised, in perpetuity, except where prohibited by law. By accepting the Prize, winner and Guest consent to the use of winner and Guest's names, address (city and state only), voice, biographical and Prize information and/or statements about the Contest, photographs and likenesses, without additional compensation, for programming, advertising, trade and promotional purposes in any

and all media, whether now known or hereafter devised, in perpetuity, except where prohibited by law. If a potential winner fails to comply with the Rules and/or to submit required documentation within the designated period, the Prize will be forfeited and an alternate winner may be selected at Sponsor's sole discretion. In accepting Prize, winner further acknowledges that the Contest Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied in fact or in law, relative to Prize or Prize suppliers or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose. Sponsor shall not be responsible or liable for its failure to contact potential winners due to an incorrect, out of date or undeliverable email address or telephone number. Entrants should update their user accounts regularly with their correct contact information so that they will be able to receive Prizes if selected as a potential winner. A potential winner, who fails to notify Sponsor with any complaint or problem within three (3) days after attempted prize notification, forfeits their right to do so. Sponsor is not responsible for fraudulent mail/email sent to entrants not by Sponsor.

8. GENERAL RULES AND REGULATIONS. By entering the Contest and/or accepting any Prize, entrants agree that: entrants have all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; entrants will abide by and be bound by the Rules, Sponsor's decisions, and the Sponsor's Privacy Policy (as hereinafter defined); and entrants will waive any rights to claim ambiguity with the Rules. All entrants further acknowledge that if they are verified as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law including, without limitation, on a winners list. The winners' names will be kept on file for two (2) years after the end of this Contest. Participation in the Contest constitutes entrant's understanding of and full and unconditional agreement to and acceptance of these Rules. Sponsor's failure to enforce a specific provision of these Rules does not constitute a waiver of that provision or of the Rules generally. The Sponsor and Contest Entities expressly disclaim any responsibility or liability for injury, death or loss to any person or property relating to the delivery and/or subsequent use, misuse, malfunction, availability, and delay in delivery of the prizes awarded. Sponsor and Contest Entities shall not be liable to winners or any other person for failure to supply the prizes, by reason of any acts of God, pandemic (including COVID-19), any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood,

explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. Neither Contest Entities nor Sponsor make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of the prizes including, without limitation, quality, merchantability or fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omission, delays, re-routing or acts of any government or authority. Sponsor may modify, rescind, cancel or revoke the promotion at any time at its sole discretion without notice or liability. By entering, entrants release the Sponsor and the Contest Entities, from any and all liability for injuries, losses or damages of any kind resulting from participation in the Contest and/or acceptance or use (or misuse) of a prize, including any indirect, incidental, consequential or punitive damages. Sponsor reserves the right, at its sole discretion, to disqualify entrants who attempt to tamper with this Contest in any way. All federal, state and local laws and regulations apply. Additional restrictions may apply. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least Six Hundred Dollars (\$600.00) or more. The recipient is responsible for any income tax liability and should consult their tax advisor for the proper tax treatment of this income on their tax return. Any attempt to deliberately damage the Contest or operation of the Contest is unlawful and subject to legal action by the Sponsor and/or Contest Entities who may seek damages to the fullest extent permitted by law.

9. PRIVACY POLICY/DATA COLLECTION. Except as otherwise contemplated in these Rules, and to the extent entrants may otherwise elect at the time of Entry, information provided by entrants for this Contest is subject to Sponsor's privacy policy located at <http://thetennischannel.com/about/privacy-policy-03-29-2017> ("Privacy Policy"). Entrant consents that Sponsor may use entrant's information for purposes of administration of this Contest and for prize fulfillment.

10. PARTICIPATION IN THE CONTEST/DISQUALIFICATION. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Without limitation of the foregoing, any use of software or hardware, including without limitation, a program,

mechanism, system, robot, “bot”, macro or other artificial device, process or manipulation (“Manipulation”) is strictly prohibited. Sponsor may suspend or discontinue the Contest if, in its sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest. Sponsor reserves the right, at its sole discretion, to terminate any person’s participation in the Contest whom Sponsor suspects has engaged in any Manipulation.

11. IRREGULARITIES; CANCELLATION. Sponsor reserves the right, at its sole discretion, to suspend, cancel or modify the Contest at any time if a computer virus, bug, malfunction, Manipulation, act of sabotage, act of God, or any other problem, regardless of the cause, affects, compromises, or corrupts the administration, security, or proper play of the Contest. Prizes that are not obtained through authorized legitimate methods, or are the result of Manipulation, mechanical, electronic, digital, computer or other error, are void. Sponsor shall not be obligated to award any prize that relates to or arises out of an irregular entry or improper or mistaken prize notification, operation or function of this Contest. No more than the stated number of prizes in these Rules will be awarded. In addition to the foregoing, if for any reason (including, but not limited to, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor), Sponsor cannot continue the Contest, Sponsor may, at its sole discretion, cancel this Contest.

12. RELEASE OF LIABILITY; LIMITATION OF LIABILITY. By entering the Contest, entrant agrees to release the Sponsor and Contest Entities from any and all liability claims or actions of any kind whatsoever for injuries, death, damages or losses to persons and/or property which may be sustained in connection with participation in the Contest, and/or the receipt, ownership, use, or misuse of any prize. Entrants agree that Entrant has all authority and permissions necessary to provide any information transmitted to the Sponsor, and Sponsor shall not be held liable for any breach of privacy or other liability based on Entrant’s provision of coach/nominee contact information. Entrants agree that Sponsor, their respective officers, directors and employees, and their agents, representatives, parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors are not responsible for and shall not be liable for:

a) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible entries, lost, misdirected or otherwise undeliverable mail, or postage-due notices, release forms, affidavits or other correspondence;

b) potential winner's unsuccessful efforts to claim any prize;

c) any telephone, electronic, hardware or software program, mobile application, network, Internet, or computer malfunctions, slow-downs, failures, or difficulties of any kind;

d) failed, incomplete, garbled, or delayed computer transmissions;

e) human error, incorrect or inaccurate transcription of Entries;

f) any condition caused by events beyond the reasonable control of the Sponsor that may cause the Contest to be disrupted or corrupted, however minor;

g) any injuries, losses, or damages of any kind, including without limitation, personal injury, death and property damage arising in connection with or as a result of the acceptance, possession, or use of a prize, or from participation in the Contest;

h) any unauthorized Entries or Manipulation by a person;

i) any printing or typographical errors in any materials associated to the Contest, or errors attributable to a malfunctioning prize notice or pop-up window associated with the Contest;

j) any claims based on publicity rights, defamation or invasion of privacy;

k) any damage to any entrant's (or any third person's) computer and/or its contents related to or resulting from any part of this Contest;

l) any fraudulent mail/email sent to entrants not by Sponsor.

IN NO EVENT WILL SPONSOR, CONTEST ENTITIES, OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING



OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' (1) PARTICIPATION IN THE CONTEST, OR (2) ACCEPTANCE OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, THE CONTEST IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL ENTRANTS. ENTRANTS SHOULD CHECK THEIR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

13. GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of any entrant and Contest Entities, shall be governed by, and construed in accordance with the laws of California. In any action brought to enforce the obligation or right of any party hereunder they consent to personal jurisdiction and venue in any court of appropriate jurisdiction in Los Angeles County, California, USA. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision.

14. OFFICIAL RULES AND REGULATIONS/NAMES OF WINNERS. For a copy of these Rules or the names of the winners, send a self-addressed, stamped envelope to: Tennis Channel's Topspin's Top Coach Region 3 "RULES"/"WINNERS LIST" (specify which), 3003 Exposition Boulevard, Santa Monica, CA 90404. Requests must be received by December 31, 2022. The Rules will be accessible at [www.tennis.com/topcoach](http://www.tennis.com/topcoach) during the Contest Period.

15. NO AFFILIATION. The Contest is in no way sponsored, endorsed or administered by, or associated with PTR or the USPTA, or any other prize provider. Entrants understand they are providing their Entry to Sponsor. All trademarks are the property of

their respective owners. This Contest is subject to each respective Entry Site's Terms and Conditions.

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