

2024 BIOFREEZE USA PICKLEBALL NATIONALS GIVEAWAY

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

PARTICIPATION IN THE PROMOTION REQUIRES ACCEPTANCE OF THESE OFFICIAL RULES. IF YOU DO NOT AGREE TO THESE OFFICIAL RULES, YOU MUST NOT PARTICIPATE IN THE PROMOTION.

The 2024 Biofreeze USA Pickleball Nationals Giveaway (“Promotion”) begins on November 13, 2024, at 9:00:00 a.m. local Arizona time and ends on November 15, 2024, at 09:00:00 a.m. local Arizona time (the “Promotion Period”). Sponsor’s website is the official time keeping device for the Promotion.

1. **Sponsor.** This Promotion is sponsored by USA Pickleball Association (“**Sponsor**”). The Promotion is not sponsored, administered or otherwise endorsed by any social media platform, including without limitation X, Meta, TikTok, Facebook or Instagram.
2. **Eligibility.** The Promotion is open to legal residents currently residing in the 50 United States and the District of Columbia who are at least twenty-one (21) years old, as of the date of his/her Promotion entry (“**Entrant**”). Entry constitutes Entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion and which Sponsor may decide in its sole discretion. **OFFICIAL RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE.** Winning a prize is contingent upon fulfilling all requirements set forth herein. In the event of any conflict or inconsistency with any other advertising, promotional or other materials, these Official Rules shall govern. Sponsor reserves the right to verify the eligibility of an Entrant and/or Winner.
3. **How to Enter.** 1. Follow @USAPickleball and @Biofreeze on Instagram 2. Like the post 3. Tag 3 friends in the comments.

For purposes of this Promotion, each Entry pursuant to the above directions constitutes one (1) entry. Limit: one (1) entry per person. No automated entry devices, bots and/or other programs and/or software are permitted for entry. No mechanically reproduced or incomplete entries will be accepted.

Selection Date. One (1) winner from the Promotion Period will be selected no later than 11:59 p.m., November 18, 2024, local Arizona time.

It is an Entrant’s responsibility to monitor its email address. If Sponsor is unable to contact an Entrant or Entrant has not responded within forty-eight (48) hours from when the notification was sent, is not in compliance with these Official Rules or declines to participate (or accept a prize) for any reason prior to award, its status in the Promotion (or as a recipient of any prize) will be forfeited and, in Sponsor’s sole discretion, an alternate Entrant may be selected.

Total Number of Winners. One (1).

Prize(s) and Value(s). The Winner will receive One (1) Prize (Nationals Backpack, Biofreeze product, USAP merchandise).

ARV: \$150.00.

Any difference between ARV and actual value of any prize will not be awarded. There will be no substitutions or cash alternatives for any prize except at the sole discretion of Sponsor.

All Entries become the property of Sponsor and will not be acknowledged. Any attempt to obtain Entries in excess of the limit on Entries as set forth in these Official Rules, including by using creating multiple social media accounts, identities, forms, registrations, or by any other methods, will void all of the relevant Entrant's Entries, and that Entrant will be disqualified at Sponsor's sole discretion. All valid, eligible Entries submitted in accordance with these Official Rules shall be hereinafter referred to as "Eligible Entries."

Selection of Winner. Sponsor will select one (1) potential prize winner in a random drawing from among all Eligible Entries received during the Promotion Period. Remaining valid Eligible Entries will not carry over to the next drawing date.

The odds of winning are based on the number of Eligible Entries received during the Promotion Period. Potential winners will be contacted via Instagram Direct Message no later than November 18, 2024, at 11:59 p.m.

Potential winner will have forty-eight (48) hours to respond before the prize is forfeited and an alternate winner is selected. Potential winner will be provided with and asked to sign and return an Affidavit Waiver and Release of Liability ("Affidavit"), driver's license (or similar identification) and a W9. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein is the sole responsibility of winner. If a Potential winner refuses or fails to sign and return any documentation that Sponsor may require within any time period that Sponsor may specify, or in the event that a potential winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner from among all remaining Eligible Entries. Time permitting, only two (2) alternate winners may be selected, after which any remaining prizes will remain un-awarded.

4. Verification of Potential Winners. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. Prize Restrictions. Sponsor, in its sole and absolute discretion, reserves the right to substitute the Prize (or any part thereof) with a prize of comparable or greater value. Prize has no cash value. No sale, transfer or assignment of any prize is allowed. Sponsor is not responsible and will not replace lost or stolen Prize or components of Prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a technical, print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

7. General Conditions. Entry constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Promotion. Entries must be submitted by the Entrant. Sponsor is not responsible for late, incomplete, or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Disqualification: Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the exclusive right to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the submission process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like submission methods, shall void all such Submissions by any such methods, and shall disqualify any Entrant using such methods from the current Promotion and any future promotions. CAUTION: Any attempt by an Entrant or any other individual to deliberately damage or undermine the legitimate operation of the Promotion may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

Further, Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor. If, for any reason, the Promotion cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Promotion and modify the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

9. RELEASE AND LIMITATIONS ON LIABILITY. LIMITATION OF LIABILITY AND RELEASES: BY ENTERING IN THIS PROMOTION, ENTRANT AGREES THAT USA PICKLEBALL ASSOCIATION, AND EACH OF ITS RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, SPONSORS, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL

DISASTERS, WEATHER, OR TERRORISM. EXCEPT WHERE PROHIBITED BY LAW, ENTRY IN THE PROMOTION CONSTITUTES ENTRANT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE ENTRANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Disputes. This Promotion is governed by the laws of the United States. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Arizona or the appropriate State Court located in Maricopa County, Arizona; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, 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 the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the State or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.

11. Miscellaneous.

- (i) By entering this Promotion, Entrant agrees and acknowledges that it maybe contacted in the future by Sponsor and/or its respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.
- (ii) Entrants are welcome to visit Sponsor's respective websites to view privacy policies and terms and conditions.
- (iii) USA Pickleball is a trademark of Sponsor. All rights reserved.