

## COURT OF CREATIVITY CONTEST

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

THIS IS A SKILL-BASED CONTEST.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.

GRAND PRIZE WINNER MUST BE AVAILABLE TO HOST A VISIT FROM THE HARLEM GLOBETROTTERS BETWEEN MAY-JUNE 2024 OR OTHERWISE FORFEIT HIS/HER RIGHT TO CONTINUE PARTICIPATING IN CONTEST.

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**ELIGIBILITY:** The Court of Creativity Contest (hereafter, "Contest") is open only to those who are, as of the date of entry, legal residents of the forty-eight (48) contiguous United States and District of Columbia, eighteen (18) years of age or older and either (i) a School Administrator, Teacher, Parent Teacher Association ("PTA") leader or Parent Teacher Organization ("PTO") leader representing a public state-accredited, private/parochial school or vocational school with grades between Kindergarten and fifth grade that is located in the forty-eight (48) contiguous United States or the District of Columbia; OR (ii) the parent or legal guardian of a child that is currently enrolled in a public state-accredited, private/parochial school or vocational school with grades between Kindergarten and fifth grade that is located in the forty-eight (48) contiguous United States or the District of Columbia. **For this Contest, a School Administrator is defined as a Principal, Vice-Principal, Dean, Superintendent or Health and Wellness Administrator.** Entrants will be responsible for securing any necessary school, school board or board of directors' permission prior to participating in this Contest. Employees, officers, directors, agents and representatives of Jersey Mike's Franchise Systems, Inc. (hereafter, "Sponsor"), Campus Multimedia (hereafter, "Administrator"), Harlem Globetrotters International, Inc., and each of their respective parents, affiliates, subsidiaries, retailers, distributors, advertising and promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, any child, husband, wife and

their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win the prize. Void where prohibited by law. All applicable federal, state and local laws apply.

**PROMOTION PERIOD:** The Promotion Period begins at 12:00:00 a.m. (midnight) Eastern Time (“ET”) on 11/27/23 and ends at 11:59:59 p.m. ET on 3/31/24 (hereafter, “Promotion Period”).

**HOW TO PARTICIPATE:** To participate, entrants will be prompted to submit either a photo with a 250-word description OR a 60-second video as outlined in the “How to Submit Entry” section below during the Promotion Period. The photo with description OR video must describe a personal and original creative basketball moment (hereafter, “Theme”). The photo with description OR video AND the entry form shall be collectively referred to hereafter as the “Entry”. Guidelines for a photo with description submission: 1) an essay written in English, in two hundred and fifty (250) words or less (including counting words such as “I”, “a”, etc.), describing the most creative basketball moment you have seen (the “Description”), and 2) a current original, unaltered digital color photo illustrating the Theme of your Description (the “Photo”). **Photo must only contain persons that have granted express permission to be included by entrant in the Entry.** Guidelines for a video submission: Video must capture a creative basketball moment and not exceed sixty (60) seconds in length and must be current, original, and unaltered (the “Video”). **Video must only contain persons that have granted express permission to be included by entrant in the Entry.** **NOTE: Consider the judging criteria (as outlined below) and Entry requirements as you create your Entry.**

**Limit one (1) Entry per person and per email address for the duration of the Promotion Period, regardless of Entry format. In case of multiple Entries from any one person or email address, only the first Entry received will be accepted. Multiple Entries for any one (1) school are allowed; however, each Entry must be unique, original, and submitted by a different eligible person/email address.** Identical Entries submitted for the same school will be void. Modification of an existing work does not qualify as original. If the original digital photos (if applicable) were saved at a lower resolution and attached to the entry form, save the original high resolutions for potential future use by Sponsor and its designees.

#### **Video Entry Requirements:**

- Narration on Video, if any, must be in Entrants voice only, be original and the Video and its contents must not infringe any third party rights;
- Video must not exceed sixty (60) seconds in length and must be in the English language;
- Video must be in an AVI, MOV, MP4, MPEG, WMV, or FLV format;
- Video maximum file size is 1,000 MB;

- Entrants must take and appear in the Video themselves, or if Entrants have a third party take and/or appear in the Video, applicable Entrant must have written permission from that person to submit the Video in accordance with these Official Rules and Entrant must obtain a signed release from the third party immediately upon the request of Sponsor.

**Photo Entry Requirements:**

- be an original photo, on which no image editing software has been used and which must not infringe any third party rights;
- be saved as a .jpg, .jpeg or .png file not exceeding 1,000 MB in size;
- Entrants must take and appear in the Photo themselves, or if Entrants have a third party take and/or appear in the Photo, applicable Entrant must have written permission from that person to submit the Photo in accordance with these Official Rules and Entrant must obtain a signed release from the third party immediately upon the request of Sponsor. Photos taken by professional photographer are not eligible and will be void.

In addition to that described above, all Entries must further meet the following criteria, as determined within Sponsor's final sole discretion:

- Photos or Videos that include any reference to any patents and/or trade secrets of Sponsor or Released Parties and/or its competitors are prohibited;
- Photos or Videos that are obscene, offensive, contain any profanities, endorse any form of hate or hate group, or any language or images communicating messages inconsistent with the positive images to which Sponsor and/or Released Parties wishes to associate will be void;
- Photos or Videos cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Photos or Videos cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Photos or Videos cannot contain disparaging remarks, defame, misrepresent, invade the publicity, third party rights and/or the privacy rights of Sponsor, Released Parties, their products or any trademarks or other intellectual property they own, other products or companies, or any person, living or deceased;

- Photos or Videos cannot contain trademarks owned by others, or advertise or promote any brand or product of any kind, or contain any personal identifiable information, such as personal names, email addresses, etc.; and
- Photos or Videos cannot communicate messages inconsistent with the positive images and/or goodwill to which Released Parties associate; and Entries cannot be in violation of any law, statute, regulation, or ordinance.

By submitting an Entry, entrant hereby grants the Released Parties, without any limitation of any other rights granted herein, permission for the Entry to be posted on [jerseymikes.com](http://jerseymikes.com), [campusmultimedia.com](http://campusmultimedia.com) and other websites as determined by Sponsor. Entrant agrees that Released Parties are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and may remove a posted Entry at any time. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks except as set forth in the "How to Submit Entry" section below, without the express consent of Sponsor in each instance.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Entries under this Contest and that such Entries may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other Promotions staged and/or sponsored by the Sponsor, or to other ideas conceived by or provided to Sponsor and entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the Sponsor (or its designees) may be similar to his/her Entry. Except where prohibited by law, each entrant acknowledges and agrees that the Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to entrant's Entry.

**HOW TO SUBMIT ENTRY:** Visit [courtofcreativity.com](http://courtofcreativity.com) during the Promotion Period and follow the provided instructions to complete and submit the entry form, inclusive of your photo with description OR video. Incomplete Entries and/or Entries containing inaccurate entrant information will be disqualified at Sponsor's sole discretion. Entries must be received by 11:59:59 p.m. ET on 3/31/24 to be eligible. The use of script, macro or any other device to automate or subvert the entry process is prohibited and all such Entries and Entries made by any other means which subvert the entry process will be void. In the case of a dispute as to the entrant who submitted an Entry, Entry will be deemed made by the person named on the applicable entry form (regardless of whether that is the name of the authorized account holder of the email address from which said Entry was submitted) and he/she must comply with these Official Rules. Any Entry not meeting all Entry requirements stated herein will be void.

## **ENTRY JUDGING:**

**Round 1:** All eligible Entries received will be judged on the following criteria by Administrator, an independent judging organization: 1) Does the Entry showcase creative innovation related to the sport of basketball (inclusive of skills, design, culture, and game play): 0-25 points, 2) Does the Entry incorporate entertainment as it relates to involving basketball with relevant educational themes such as STEM, ART, Music, Theatrics, Culinary and Sports: 0-25 points, 3) What is the level of complexity, production value, and unique ideas of the Entry: 0-25 points, 4) Overall creativity tying in Jersey Mike's and/or Harlem Globetrotters: 0-25 points (collectively, the "Judging Criteria"). The top ten (10) Entries with the highest score, as determined in Round 1 by the judges in their sole discretion, will be deemed potential Finalist Prize winners and advance to Round 2 judging. Sponsor and Administrator reserve the right to advance fewer than ten (10) Entries to Round 2 if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Entries.

**Round 2:** During Round 2, a separate panel of qualified judges, determined by Sponsor (in its sole discretion), will judge each of the top ten (10) Entries based on the Judging Criteria. The one (1) Entry receiving the highest score during Round 2 of the judging, as determined by the judges in their sole discretion, will be deemed the potential Grand Prize winner. Sponsor and judges reserve the right to not select a winner if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Entries.

In the event of a tie during Round 1 or Round 2 of judging, the tied Entries will be re-judged based on: Overall creativity tying in Jersey Mike's and/or Harlem Globetrotters: 0-100 points. By participating, entrants agree to abide by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters relating to this Promotion.

**WINNER NOTIFICATION:** Potential Grand and Finalist Prize winning Entries will be announced on or about 4/8/24 and the entrant associated with each Entry will be notified by telephone and/or email. The entrant who submitted each respective potential winning Entry will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release and any other documents required by Sponsor within three (3) days of date of issuance of notification. Prizes will be awarded to the school named on each winning Entry's entry form **and not to the individual entrant** who submitted the individual winning Entry. An authorized representative of the Grand and Finalist Prize winning schools will also be required to execute a release and/or other documents within three

(3) days of date of issuance of notification. Noncompliance with any of the foregoing, with these Official Rules, the inability to contact a potential entrant (who submitted a winning Entry) or an authorized representative of a winning school within a reasonable time period, any notification being returned as non-deliverable may result in disqualification and, at Sponsor's discretion, a runner-up being chosen. Grand and Finalist Prize winner status is subject to verification of eligibility and compliance with these Official Rules.

**PRIZES: One (1) Grand Prize:** A visit to the winning school between the months of May and June 2024 by the Harlem Globetrotters (hereafter, "Visit") including lunch OR meal coupons from Jersey Mike's and a \$1,000 donation to the winning school. Approximate Retail Value ("ARV") of Grand Prize: \$6,500. Donation to be made directly by Sponsor to Grand Prize winning school. Exact activities and interactions surrounding the Visit will be dependent upon both the Sponsor's and the school's full permission and approval. All prize details, including, but not limited to, exact Harlem Globetrotters athlete(s), date, time and duration of Visit will be determined by Sponsor in its sole discretion. The Grand Prize does not have a retail value given it's unique nature. **Ten (10) Finalist Prizes:** Each Finalist Prize winning school will receive a check in the amount of \$1,000 made payable to the school. Total ARV of all prizes to be awarded: \$16,500.

The Visit may not be recorded, photographed and/or videotaped by winner or any third party for any commercial purpose unless otherwise approved by Sponsor. Sponsor reserves the right to record, photograph and/or videotape all those attending the Visit ("Attendees") (and such recordings, photographs and/or videotapes shall be owned by Sponsor), and use such recordings, photographs and/or videotapes in any and all media now known or hereafter created throughout the world in perpetuity without compensation to winner or any third party. Attendees (and, if minors, their parents or legal guardians) may be required to execute and return a liability and publicity release prior to the Visit. Grand Prize award is dependent upon applicable school's approval and cooperation. Attendance of Harlem Globetrotters during Visit is subject to availability. In the event any Harlem Globetrotter athlete is not available to attend the Visit due to scheduling conflicts or any other reason, prize will be awarded minus the applicable athlete and no compensation or substitution for such portion of the prize will be provided. By accepting a prize, the winning school agrees that Sponsor and its designees may use (unless prohibited by law), such school's name, location, images, logos, and/or trademarks, any for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification. All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, are the sole responsibility of winning school.

**MISCELLANEOUS:** No transfer, assignment, cash redemption, or substitution of prize (or portion thereof) is permitted, except by Sponsor who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, as determined by Sponsor. Entrants agree, by entering, that 1) Sponsor and its designees may use (unless prohibited by law), entrant's name, city and state of residence, Entry, photographs, any recording (film, video, voice, etc.), and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, and 2) the Released Parties shall have no liability and will be held harmless by entrant and winning schools for any claim, action, liability, loss, injury or damage to entrant, winning school/community center or any other person or entity, including, without limitation, personal injury or death to entrant or any other person or damage

to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize and any related activity thereto or participation in this Contest. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Contest (or any portion thereof) for any reason, including should virus, bugs, non-authorized human intervention or other causes, including, but not limited to, war, strikes, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of the Contest and, in the case of termination, at its discretion, select winners from those eligible, non-suspect Entries received prior to event requiring such termination using the judging procedure outlined herein.

**OWNERSHIP/ASSIGNMENT OF RIGHTS:** Entrants warrant and represent that (1) Sponsor shall own the Entry and (and all material and rights embodied therein) and that such Entry will not be acknowledged or returned; and (2) that by entering, the Entrant irrevocably assigns to Sponsor and its designees any and all rights, title and interest in the Entry including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual right worldwide to edit, adapt, modify, publish, exploit and use the Entry in any way and in any and all media now known or hereinafter discovered or devised, world-wide for trade, advertising, promotional, public relations and/or other purposes as Sponsor and/or its designees may determine without further permission from, or notification or consideration to entrants or any third parties. Entrants further agree to abide by these Official Rules and the decisions of the Sponsor and judges, which shall be final and binding. Entrant's submission of an Entry constitutes his/her representation of eligibility, consent to participate in Contest and consent for Sponsor to obtain, use, and transfer his/her name, address and other information for the purpose of Contest administration. Released Parties are not responsible for lost, incomplete, invalid, unintelligible, inaccurate, undeliverable, garbled, late, illegible, stolen, damaged, delayed or misdirected Entries or photos, all of which will be disqualified; failures or malfunctions of phones, phone lines or telephone systems or other communications or malfunctions; interrupted or unavailable network, server, cable, satellite, Internet Service Provider (ISP) or other connections; miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to entrants' or any other person's computer or other device related to or resulting from participation in the Contest; theft, destruction or unauthorized access to, or alteration of, Entries or photos; or human- processing error; printing, typographical or other errors or omissions in these Official Rules or in any Contest-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, network, electronic; or errors which may occur in connection with the administration of the Contest, the incorrect uploading of any photos or videos, the processing or judging of Entries, the cancellation or postponement of the Visit, the awarding or announcement of any winner and/or prize or in any other Contest-related materials. Sponsor reserves the right to void and remove any and all Entries of a entrants who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of Contest and such entrant will be

disqualified and all associated Entries will be void. All Entries become property of Sponsor and will not be returned. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the state of New Jersey, USA.

**WINNER'S LIST:** For the names of the winning schools (available after 5/15/24), send a self-addressed, stamped envelope to be received by 6/30/24 to: Court of Creativity Winners, 495 Henry Street, Unit A, #239, Brooklyn, NY 11231.

**SPONSOR:** Jersey Mike's Franchise Systems, Inc., 2251 Landmark Place, Manasquan, NJ 08736.

**ADMINISTRATOR:** Campus Multimedia, 495 Henry Street, Unit A, #239, Brooklyn, NY 11231.