

OFFICIAL RULES
MISS USA X QBN MIAMI SWIM MODEL SEARCH
COMPETITION

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CONSUMER DISCLOSURE

THIS IS A BINDING CONTRACT. YOUR CONTINUED PARTICIPATION AS AN ENTRANT, COMPETITOR, VOTER, OR WINNER IN THE COMPETITION (AS DEFINED BELOW) IN ANY MANNER SIGNIFIES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE RULES, THE TERMS OF USE, AND THE PRIVACY POLICY, IN WHATEVER FORM THEY MAY CURRENTLY EXIST. AS SUCH, PLEASE READ THIS AGREEMENT IN ITS ENTIRETY.

THESE RULES GOVERN WHAT CLAIMS YOU CAN BRING, WHAT DAMAGES YOU CAN CLAIM, AND HOW DISPUTES BETWEEN YOU AND THE COMPETITION ENTITIES RELATING TO YOUR PARTICIPATION AS AN ENTRANT, COMPETITOR, VOTER, OR WINNER (COLLECTIVELY, A "PARTICIPANT") IN THE COMPETITION WILL BE RESOLVED. THE SECTIONS OF THESE RULES TITLED "WAIVER AND LIMITATIONS OF LIABILITY" AND "DISPUTE RESOLUTION AND MANDATORY ARBITRATION" EXPLAIN WHAT CLAIMS YOU ARE WAIVING, WHAT DAMAGES YOU CAN CLAIM, AND CONTAIN AN ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION, WHICH STATES THAT YOU AND THE COMPETITION ENTITIES (EACH A "PARTY" AND, COLLECTIVELY, THE "PARTIES") MUST ARBITRATE INSTEAD OF GOING TO COURT BEFORE A JUDGE OR JURY AND THAT ALL SUCH ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND

NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER, OR OTHERWISE ON BEHALF OF OTHERS, IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

PLEASE NOTE THAT THE DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, GOVERNING LAW, AND DISPUTE RESOLUTION PROVISIONS CONTAIN IMPORTANT LIMITATIONS ON OUR LIABILITY AND REQUIRE ARBITRATION UNDER THE LAWS OF CALIFORNIA, AS FURTHER DESCRIBED IN THESE RULES.

COMPETITION ORGANIZER

BDE MISS USA, LLC dba Miss USA (the "Operator"), a DELAWARE limited liability company, administers www.contest.missusa.com (the "Website") and operates the Miss USA X QBN Miami Swim Model Search competition (the "Competition"). Operator may be reached at 777 Brickell Avenue, Suite 500, Miami, FL 33131 or via email at marketing@missusa.com.

IMPORTANT NOTICE

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

Individuals registering to compete (each an "Entrant" and collectively, the "Entrants") are not required to pay an entry fee, cast a vote, or tender any payment of any kind to enter the Competition.

Individuals submitting votes (each a "Voter" and collectively, the "Voters") are not required to pay to cast a vote, although a Voter may elect to purchase additional votes in order to vote more than once per day during the Competition. Void where prohibited or otherwise restricted by applicable law. Vote purchases are limited to individuals who are eighteen (18) years of age or older.

By entering or voting in this Competition, Entrants and Voters unconditionally accept and agree to abide by and be bound by these rules (the "Rules"), the Terms of Use, the Privacy Policy, and any decision(s) of Operator. Eligible Entrants who timely complete registration during the entry period and satisfy all requirements of these Rules will be admitted into the Competition as Competitors, subject to verification, eligibility review, vote validation, and disqualification rights reserved by Operator under these Rules. Public voting (votes cast by the public) will determine which Competitors advance through designated public voting rounds and, where applicable, to any judging round described in these Rules. Certain rounds may include review, ranking, and/or selection by one or more judges appointed by Operator, as further described in these Rules. The Grand Prize will be awarded in accordance with these Rules. Any violation of the Rules or the Terms of Use may, at Operator's sole discretion, result in disqualification. All decisions of Operator, and all judging decisions where applicable, are final and binding in all respects.

ALL DATES AND TIMES SET FORTH IN THESE OFFICIAL RULES ARE APPROXIMATE UNLESS OTHERWISE EXPRESSLY STATED. OPERATOR RESERVES THE RIGHT TO EXTEND DEADLINES, ADJUST ROUND TRANSITION TIMES, AND CONDUCT ADMINISTRATIVE REVIEW, TABULATION, AND VOTE VALIDATION AS REASONABLY NECESSARY FOR THE FAIR ADMINISTRATION OF THE COMPETITION.

WHO MAY PARTICIPATE

The Competition is open only to women who are legal residents of the fifty (50) United States or the District of Columbia and who are eighteen (18) years of age or older ("Eligible Entry Age") at the time of entry. Additional eligibility restrictions are set forth below. All Entrants must be of Eligible Entry Age at the time of entry. Void where prohibited or otherwise restricted by applicable law.

Officers, directors, and/or employees of Operator, Operator's parent companies, any sponsors, and any prize providers (collectively, the "Competition Entities"), and their respective immediate family members (defined as spouse, parent, child, or sibling), are ineligible to participate in the Competition as Competitors or Voters.

Any individual who has been declared a Grand Prize Winner (as defined below) in the Miss USA X QBN Miami Swim Model Search Competition within the past twenty-four (24) months, measured from the date that prior Grand Prize Winner was announced, is ineligible to enter or participate as a Competitor in the Competition.

Operator will take all reasonable steps to prevent ineligible Entrants and/or Competitors from entering and/or participating in the Competition. Operator reserves the right, in its sole and absolute discretion, to deem an Entrant ineligible to enter the Competition, or a Competitor ineligible to continue in the Competition, at any time and for any reason whatsoever consistent with these Rules, including due to the Entrant's or Competitor's inability to fulfill any obligation required by Operator and these Rules. By entering the Competition, Entrants/Competitors agree to Operator's use of their name, biographical information, and any other submitted materials, including the Submitted Photograph and any Additional Photographs (as defined below), in connection with the Competition and related promotional uses as described in these Rules.

BY REGISTERING TO ENTER THE COMPETITION, ENTRANTS/COMPETITORS REPRESENT AND WARRANT THAT THEY HAVE READ AND AGREE TO THESE RULES, MEET ALL ELIGIBILITY REQUIREMENTS, AND OWN OR OTHERWISE CONTROL ALL RIGHTS NECESSARY TO SUBMIT THEIR ENTRY MATERIALS AND TO GRANT THE RIGHTS DESCRIBED IN THESE RULES. INVALID, FALSE, DECEPTIVE, INCOMPLETE, OR NON-COMPLIANT ENTRIES OR PROFILES SHALL RENDER THOSE ENTRIES OR PROFILES INELIGIBLE AND APPLICABLE VOTES VOID, IN OPERATOR'S SOLE DISCRETION. OPERATOR SHALL NOT BE LIABLE FOR ITS REASONABLE RELIANCE ON ENTRANTS'/COMPETITORS' REPRESENTATIONS AND WARRANTIES.

NOTICE: YOU HAVE NOT YET WON.

ENTRY AND REGISTRATION

To enter, Entrants must visit contest.missusa.com and complete and submit the official entry form during the registration period. Entrants must provide all requested information, including, at a minimum, one (1) photograph of the Entrant meeting Operator's specifications (the "Submitted Photograph"), submitted using the upload tool and instructions provided on the Website. Entrants may, but are not required to, upload additional photographs.

The registration period begins on April 10, 2026 at 9:00 p.m. Eastern Time and ends on April 24, 2026 at 9:00 p.m. Eastern Time (the "Entry Deadline"). Eligible Entrants who timely submit a qualifying entry on or before the Entry Deadline and satisfy all requirements of these Rules will, upon the close of registration, be admitted into the Competition as Competitors, subject to eligibility verification, fraud review, and disqualification rights reserved by Operator under these Rules. After registration closes, Operator may conduct an administrative review and validation period before placing Competitors into groups and opening the first public voting round, as set forth in the Competition Schedule.

Upon submitting an entry form, Entrant agrees that Operator may contact the Entrant/Competitor by email, text message, and/or telephone for any purpose relating to the Competition, including to request resubmission of the Submitted Photograph or to request that the Entrant submit additional photographs ("Additional Photographs"). Entrants/Competitors may contact Operator or reply "STOP," where applicable, to withdraw consent to receive text messages at any time.

By entering the Competition, Entrant represents and warrants that the Entrant is of Eligible Entry Age and owns or otherwise controls all rights necessary in the Submitted Photograph and any other submitted materials to grant the rights described herein. Submission of a qualifying entry grants Operator, and those acting on Operator's behalf, a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, publish, display, distribute, edit, adapt, modify, excerpt, and otherwise exploit the entry, the Submitted Photograph, any Additional Photographs, and the Entrant's name, likeness, voice, image, and biographical information in any manner reasonably related to the administration, promotion, advertising, publicity, recap, archival display, and exploitation of the Competition, the Website, Miss USA,

and future Miss USA competitions, in any and all media now known or hereafter devised, without additional notice, permission, or compensation, except where prohibited by law.

The foregoing license includes the right of Operator to authorize its parents, affiliates, successors, assigns, licensees, service providers, contractors, sponsors, production partners, and agents to exercise such rights in connection with the Competition and related promotional uses. Entrant retains ownership of Entrant's underlying submitted materials, subject to the rights granted to Operator in these Rules.

Only one (1) entry per person will be accepted; all subsequent entries will be disregarded and any duplicates removed. One (1) Entrant per entry submission is permitted. After entering the Competition, the Submitted Photograph and other entry materials may be placed on the Website and viewed by visitors to the Website. Entrants/Competitors may be requested to submit Additional Photographs for publication on the Website, provided that such images do not display offensive content, are not obscene (as determined in the sole discretion of Operator), and do not infringe upon the rights of any person or entity, including but not limited to copyright, right of publicity, and right of privacy.

UPON ENTRY INTO THE COMPETITION, COMPETITORS SHALL BE PROHIBITED FROM PURCHASING VOTES FOR THEMSELVES, USING A COMPETITOR'S FUNDS FOR THE PURCHASE OF VOTES CAST FOR THAT COMPETITOR, OR CASTING PAID VOTES FOR THEMSELVES.

VOTING

COMPETITORS ARE NOT PERMITTED TO PURCHASE VOTES, OR CAST PAID VOTES, FOR THEMSELVES. COMPETITORS ARE ALSO PROHIBITED FROM USING A COMPETITOR'S FUNDS FOR THE PURCHASE OF VOTES CAST FOR THAT COMPETITOR, OR FOR CASTING PAID VOTES FOR THEMSELVES. COMPETITORS CAUGHT PURCHASING VOTES, USING THE COMPETITOR'S FUNDS, OR CASTING PAID VOTES FOR THEMSELVES MAY BE SUBJECT TO DISQUALIFICATION. THE USE OF A COMPETITOR'S PAYMENT METHOD(S) (PERSONAL, BUSINESS, ETC.), OR FUNDS, TO PURCHASE VOTES TO CAST FOR THAT COMPETITOR IS PROHIBITED. ALL VOTERS PURCHASING VOTES MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER ON THE DATE THEIR VOTES ARE PURCHASED OR CAST.

Voters may participate in voting as follows: (a) all Voters may receive one (1) free vote every twenty-four (24) hours, which may be cast for any Competitor of their choosing, after Operator verifies Voter eligibility via email address verification, payment method verification, or such other verification methods as accepted by Operator; and/or (b) Voters of eligible age may purchase additional votes for one (1) or more Competitors. Operator may, in its sole discretion, offer limited-time promotional voting opportunities during designated public voting rounds, including without limitation 2-for-1 vote promotions. The timing, availability, and terms of any such promotional voting opportunity will be posted on the Website. "Qualifying Votes" are those placed in accordance with these Rules and the Terms of Use, both of which can be found on the Website. Votes cast during any judging round may remain visible on the Website and may be considered only in the limited manner expressly described in these Rules, including as a tie-breaker, but will not otherwise determine advancement from that judging round.

The winning Competitor(s) of each public voting round of the Competition will be determined based upon the number of Qualifying Votes received, with those receiving the highest number of Qualifying Votes deemed the winner(s) of that public voting round, unless otherwise expressly provided in these Rules for any judging round. Automated, robotic, or "Bot" voting of any kind is not an accepted form of voting and any such votes discovered will not be counted. If automated voting activity is detected, the associated individual, IP address, email address, and mobile phone number will be banned from voting. Operator reserves the right, at its sole discretion, to disqualify any Competitor suspected of encouraging, soliciting, or otherwise knowingly participating in such activity, or any other voting activity Operator deems unfair and/or in violation of these Rules and/or the Terms of Use. Operator further reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry or voting process or the operation of the Competition.

COMPETITION SCHEDULE

All dates and times referenced in these Rules are in Eastern Time. Eligible Entrants may register for the Competition during the registration period set forth in these Rules. Upon the close of registration, Entrants admitted into the Competition as Competitors will be divided into groups and will advance to the initial public voting round. Operator will divide Competitors into groups of approximately equal size, in its sole discretion, provided that group sizes may vary as reasonably necessary for the administration of the Competition. At the close of each public voting round, Operator may conduct a vote validation and tabulation period before confirming advancing Competitors and opening the next round. Subsequent rounds may consist of public voting rounds, judging rounds, or a combination thereof. Unless otherwise expressly stated in these Rules, votes will reset at the beginning of each new public voting round. In the unlikely event that one or more Competitors receive an equal number of votes in any public voting round, Operator will determine the advancing Competitor based upon total Competitor profile views.

- **Casting** (begins April 10, 2026 at 9:00 p.m. Eastern Time and ends April 24, 2026 at 9:00 p.m. Eastern Time) - Eligible Entrants may register for the Competition by completing the entry process described in these Rules. No public voting occurs during this registration period.
- **First Look** (opens April 25, 2026 at 12:00 a.m. Eastern Time and closes May 1, 2026 at 9:00 p.m. Eastern Time) - Fan voting will open, and Competitors will compete within their assigned groups. The number of Competitors advancing from each group will be determined by Operator in its sole discretion based on the total number of eligible Competitors and overall Competition participation, and will be posted on the Website prior to the opening of this round.
- **The Edit** (opens May 2, 2026 at 12:00 a.m. Eastern Time and closes May 8, 2026 at 9:00 p.m. Eastern Time) - Votes will reset, and Competitors will compete again within their assigned groups. The number of Competitors advancing from each group will be determined by Operator in its sole discretion based on the total number of eligible Competitors and overall Competition participation, and will be posted on the Website prior to the opening of this round.
- **The Runway** (begins May 9, 2026 at 12:00 a.m. Eastern Time and ends May 10, 2026 at 9:00 p.m. Eastern Time) - The remaining Competitors will be reviewed and ranked by the Judges. Public voting may remain open during this period; however, votes cast during The Runway will not otherwise determine which Competitors advance from that round, except as expressly provided in these Rules as a tie-breaker. The number of Competitors advancing to the Finals will be determined by Operator in its sole discretion and posted on the Website prior to the opening of The Runway.
- **Finals** (opens May 11, 2026 at 12:00 a.m. Eastern Time and closes May 15, 2026 at 9:00 p.m. Eastern Time) - Votes will reset, and public voting will determine the final ranking of the Finalists. Grand Prize Winner selection will be based on the final results of public voting in the Finals, as further described in the Grand Prize section of these Rules. The Grand Prize Winner(s) will be announced on or before May 26, 2026.

JUDGE REVIEW

Operator may appoint one or more individuals to serve as judges for the Competition (collectively, the "Judges"). The identity, number, qualifications, selection, and replacement of any Judge shall be determined by Operator in its sole and absolute discretion.

During The Runway identified in the Competition Schedule, eligible Competitors advancing to that round will be reviewed and ranked by the Judges based on criteria established by Operator, which may include, without limitation, overall presentation, quality of submitted materials, brand alignment, originality, professionalism, audience appeal, and other factors reasonably related to the Competition.

Public voting may remain open during The Runway. Qualifying Votes cast during The Runway will not otherwise determine which Competitors advance from that round; however, in the event of a tie in the

Judges' ranking affecting advancement to the Finals, the tied Competitor with the greater number of Qualifying Votes received during The Runway will advance. If a tie still remains after application of the foregoing tie-breaker, Operator will determine which Competitor shall advance based upon total Competitor profile views or such other neutral tie-breaking method as Operator may establish and apply uniformly.

At the conclusion of The Runway, the number of Competitors advancing to the Finals, as determined by the Judges' ranking and any applicable tie-breaker described herein, will be posted on the Website prior to the opening of The Runway and is subject to Operator's sole discretion based on the total number of eligible Competitors and overall Competition participation.

All judging decisions, rankings, tie-break determinations, and all decisions of Operator relating to the judging process are final and binding in all respects and are not subject to challenge or appeal.

ADVANCEMENT AND NOTIFICATION

Advancing Competitors for each Round and any Competitor who is the recipient of a prize, including any Grand Prize Winner (each a "Winner" and, collectively, "Winners"), will be notified by email, telephone, or other means reasonably calculated to provide notice, including but not limited to email message or text message. Entrants/Competitors/Winners consent to a background check that may be performed, at the sole discretion of Operator, to verify information provided by Entrants/Competitors/Winners, confirm eligibility and compliance with these Rules, and/or evaluate suitability in connection with the Competition and the Miss USA brand. If selected as a Winner, your information may also be included on the Website and/or on a publicly available "Winners List." Winner(s), finalists, and/or advancing Competitors may be selected by public voting, judging, or a combination of both, as set forth in these Rules. Winner selection is not subject to random chance.

GRAND PRIZE

There will be no fewer than two (2) verified Grand Prize Winners and no more than four (4) verified Grand Prize Winners in the Competition (each, a "Grand Prize Winner" and collectively, the "Grand Prize Winners"). Operator guarantees that at least two (2) Grand Prize Winners will be selected. Depending on the scale of participation in the Competition, including the total number of eligible Competitors and overall Competition turnout, Operator may designate up to two (2) additional Grand Prize Winners, for a maximum of four (4) total Grand Prize Winners, from among the eligible Finalists based upon the final results of public voting in the Finals. For the avoidance of doubt, the two (2) eligible Finalists receiving the highest number of Qualifying Votes in the Finals will be the first two (2) Grand Prize Winners, and Operator may additionally designate the eligible Finalist(s) finishing in third place and/or fourth place in the Finals as additional Grand Prize Winner(s). If fewer than four (4) Grand Prize Winners are selected, Operator shall have no obligation to award any substitute or additional prize in place of an unawarded Grand Prize.

Each Grand Prize Winner will receive a prize package with an approximate retail value ("ARV") of \$4,000 to \$5,000, consisting of: (a) roundtrip coach airfare for the Grand Prize Winner from a major United States airport located near the Grand Prize Winner's residence, as determined by Operator, to Miami, Florida; (b) one (1) four-night luxury hotel stay in Miami, Florida at a hotel selected by Operator; (c) ground transportation provided by Operator between the airport and hotel upon arrival and between the hotel and the show venue and back to the hotel in connection with the event schedule, provided, however, that transportation for the Grand Prize Winner's return trip from the hotel to the airport shall be the sole responsibility of the Grand Prize Winner; (d) a meal allowance of \$250 total provided by Operator; (e) a cash prize of one thousand dollars (US \$1,000.00); (f) the opportunity to walk in QBN's Miami Swim Show; (g) VIP access to the Ocean Drive Magazine party; (h) VIP access to the Twin Tides Miami Swim Week soiree; and (i) special guest access to a Paraiso Miami Swim Week show.

The total ARV of all Grand Prizes awarded in the Competition will be no less than \$8,000 to \$10,000 **TOTAL ARV FOR TWO WINNERS** and no greater than \$16,000 to \$20,000 **TOTAL ARV FOR FOUR WINNERS**, depending on the number of Grand Prize Winners selected by Operator.

Travel and event dates shall be determined by Operator in its sole discretion. Each Grand Prize Winner must be available to travel on the dates designated by Operator and must timely execute and return all required affidavits, releases, and any other documentation requested by Operator as a condition of receiving the Grand Prize. If any Grand Prize Winner is unavailable for travel or participation in any required Competition-related activity, fails to timely return required documents, or is otherwise found ineligible, Operator may disqualify that Grand Prize Winner and select an alternate winner from among the remaining eligible Finalists based upon the next-highest number of Qualifying Votes received in the Finals. This process may continue until the minimum number of Grand Prize Winners required by these Rules is confirmed.

Each Grand Prize Winner is solely responsible for any expenses not expressly stated herein as part of the Grand Prize, including but not limited to baggage fees, incidental hotel charges, additional meals, gratuities, personal expenses, travel insurance, and any transportation not expressly provided by Operator.

The opportunity to walk in QBN's Miami Swim Show and attend the Ocean Drive Magazine party is subject to scheduling, venue rules, production requirements, eligibility verification, wardrobe, conduct standards, and availability, all as determined by Operator and the applicable event producers in their sole discretion. If any event, appearance, or prize component becomes unavailable for any reason, including force majeure, production changes, talent unavailability, venue restrictions, or other circumstances beyond Operator's control, Operator reserves the right to substitute a prize component of equal or greater value or, at Operator's sole discretion, provide a cash equivalent for the affected portion of the prize.

Any changes in travel arrangements after booking, or any costs arising from a Grand Prize Winner's request to alter travel plans, shall be the sole financial responsibility of the requesting Grand Prize Winner. To the extent that any United States federal, state, or local taxes apply to the value of the Grand Prize, each Grand Prize Winner shall be solely responsible for the reporting and payment of such taxes.

WINNER ACKNOWLEDGMENT

The Grand Prize Winners will be announced on the Website. By agreeing to appear as a Winner in the Competition, Grand Prize Winners and any other Winners consent to the use of their name, photos and videos (including photo shoots, filming, interviews, and similar activities), likenesses, and/or biographical information for advertising, trade, publicity, and promotional purposes in connection with the Miss USA and QBN brands, including without limitation the Miss USA X QBN Miami Swim Model Search Competition, in print and digital materials in the United States and in any and all media now known or hereafter discovered, without territorial or time limitations and without additional compensation, except where prohibited by law.

In the event of an occurrence beyond Operator's control, including but not limited to force majeure or an act of nature, Operator may elect, in its sole discretion, to offer a cash equivalent for any portion of the Grand Prize in substitution for the prize or prize component described in these Rules. By accepting a prize package or monetary award, Grand Prize Winners and any other Winner(s) acknowledge compliance with these Rules.

To the extent that any United States federal, state, or local income or other taxes apply to the value of the prize(s) and/or award(s) provided to Grand Prize Winners and/or any other Winner(s), each such Winner shall be solely responsible for the reporting and payment of such taxes. Actual or appraised value may differ from the ARV at the time of award. Neither Grand Prize Winners nor any other Winner(s) will receive the difference between the actual value of any prize or prize component and the stated ARV of such prize or prize component.

STANDARDS OF CONDUCT

FAILURE TO COMPLY WITH THESE RULES AND/OR THE TERMS OF USE MAY RESULT IN DISQUALIFICATION. Operator reserves the right, in its sole discretion, to take action against any individual participating in the Competition as a Competitor or Voter, including removal from the

Competition or the voiding of votes, for reasons including: (a) acting in any manner deemed by Operator to be in violation of these Rules or the Terms of Use; (b) acting in any manner deemed by Operator to be harmful to the Competition, other Competitors, etc.; or (c) acting in any manner deemed by Operator to be unsportsmanlike, disruptive, and/or with intent to annoy, abuse, threaten, or harass any other person or entity, including Operator. Operator also reserves the right, at its sole discretion, to disqualify any individual found to be harming, tampering with, or undermining the entry or voting process, the operation of the Competition, or otherwise in breach of these Rules and/or the Terms of Use. ANY ACTION BY AN ENTRANT, COMPETITOR, VOTER, OR ANY OTHER INDIVIDUAL THAT DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND, SHOULD SUCH ACTION OCCUR, OPERATOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

WINNER REQUIREMENTS AND CONSENT

Any potential Grand Prize Winner or other potential Winner (each, a "Potential Winner") will be required to execute an affidavit of eligibility, a liability/publicity release, a Competitor release, and such other documents as Operator may require (collectively, the "Prize Claim Documents"). If any Potential Winner fails or refuses to sign and return all required Prize Claim Documents within fourteen (14) days of the delivery of prize notification(s), such Potential Winner may be disqualified and an alternate winner may be determined and selected in accordance with these Rules.

If selected as a Grand Prize Winner, alternate winner, or other Winner, you consent to your information being included in a publicly available "Winners List." Except where prohibited, acceptance of a prize constitutes the Winner's irrevocable consent to Operator, its agents, successors, assigns, and designees to use the Winner's name, likeness, photograph, voice, statement, opinions, biographical information, prize information, and/or state/city of residence for advertising, promotional, and publicity purposes in any and all media or formats, worldwide, in perpetuity, without any further permission, notification, payment, or consideration, except for the awarding of the prizes to the Winner.

Operator is not responsible for any failure by any Entrant, Competitor, Voter, Potential Winner, or Winner to notify Operator of a change in contact information. By accepting a prize, each Winner agrees to conduct themselves in accordance with all applicable laws and generally accepted social practices while participating in any Competition-related activity, including but not limited to participation in or use of any prize. Each Winner further understands and agrees that Operator has the right, in its sole discretion, to disqualify and/or remove such Winner from any activity at any time if Operator determines that the Winner's behavior is disruptive, inappropriate, or may or does cause damage to any person, property, or the reputation of Operator, or otherwise violates the policies of any prize provider, sponsor, venue, or event producer.

WAIVER AND LIMITATIONS OF LIABILITY

PARTICIPANTS (INCLUDING ENTRANTS, COMPETITORS, VOTERS, AND WINNERS) AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPERATOR, ITS PARENT COMPANIES, AFFILIATES, SPONSORS, PRIZE PROVIDERS, PRODUCTION PARTNERS, SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, THE "COMPETITION ENTITIES") BE LIABLE OR OBLIGATED TO ANY ENTRANT, COMPETITOR, VOTER, WINNER, OR ANY THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND IN ANY WAY RELATED TO THE COMPETITION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, ATTORNEYS' FEES, AND ARBITRATION FEES AND COSTS WHERE RECOVERABLE UNDER APPLICABLE LAW. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

ALL PARTICIPANTS RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPETITION ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, WITH RESPECT TO, OR IN ANY WAY ARISING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THIS COMPETITION, THE PUBLICATION OR USE OF THE SUBMITTED PHOTOGRAPH, ANY ADDITIONAL PHOTOGRAPHS, ENTRANTS' NAMES AND LIKENESSES, AND/OR THE ACCEPTANCE, USE, MISUSE, LOSS, OR MISDIRECTION OF ANY PRIZE, INCLUDING LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR MONETARY LOSS. By participating in the Competition, Participants further agree to release and hold harmless the Competition Entities from and against any claim: (a) of ambiguity or error in the Competition, these Rules, the Terms of Use, or the Privacy Policy; (b) related to lost, late, incomplete, or misdirected entries or votes; (c) for injuries, damages, or losses of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, use, loss, or misdirection of any prize, or participation in any Competition-related activity or participation in this Competition; (d) for copyright infringement or violation of the right of publicity based on use of the Submitted Photograph or any Additional Photographs by Operator as authorized by these Rules; or (e) due to any error in the offering, administration, or announcement of any prize.

PARTICIPANTS FURTHER AGREE THAT ALL DECISIONS OF OPERATOR SHALL BE FINAL AND CONCLUSIVE ON ALL MATTERS RELATING TO THE COMPETITION AND THAT THE COMPETITION ENTITIES ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE ENTRY INFORMATION, HUMAN ERROR, TECHNICAL MALFUNCTION, FAILURES, OMISSIONS, INTERRUPTIONS, DELETIONS, OR DEFECTS OF ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEMS, COMPUTER EQUIPMENT, SERVERS, ACCESS PROVIDERS, OR SOFTWARE, INCLUDING ANY INJURY OR DAMAGE TO PARTICIPANTS' OR ANY OTHER PERSONS' COMPUTERS OR DEVICES RELATING TO OR RESULTING FROM PARTICIPATION IN THIS COMPETITION, INABILITY TO ACCESS THE WEBSITE OR ANY PAGES THEREOF, THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES, OR ENTRY SUBMISSIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE INCOMPLETE, GARBLED, OR LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION OR TRAFFIC CONGESTION ON THE INTERNET OR ANY WEBSITE. PROOF OF ENTERING INFORMATION ON THE WEBSITE IS NOT CONSIDERED PROOF OF DELIVERY OR RECEIPT.

PARTICIPANTS ACKNOWLEDGE AND AGREE THAT OPERATOR DOES NOT MONITOR FOR OFF-SITE ACTIVITY AND IS IN NO WAY RESPONSIBLE FOR MANAGING OR CONTROLLING OFF-SITE ACTIVITY VIA SOCIAL MEDIA AND/OR OTHER THIRD-PARTY PLATFORMS, INCLUDING BUT NOT LIMITED TO NEGATIVE AND DISPARAGING CORRESPONDENCE BETWEEN ENTRANTS, COMPETITORS, AND VOTERS, OFF-SITE VOTE INCENTIVES, MISLEADING OR DECEPTIVE PROMOTIONAL TACTICS, OR ANY OTHER BEHAVIORS CONSIDERED TO BE MISLEADING OR UNSPORTSMANLIKE.

DISPUTE RESOLUTION AND MANDATORY ARBITRATION

You and Operator agree that any dispute or claim arising out of, or relating in any way to, the Competition, your participation in it, these Rules, the Terms of Use, or the Privacy Policy, including all issues concerning the construction, validity, interpretation, and enforceability of these Rules, the Terms of Use, the rights and obligations of Entrants, Competitors, and/or Voters, the rights and obligations of Operator, or the extent of any waiver or release of claims by you, shall be settled by binding and unappealable arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. ALL ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER, OR OTHERWISE ON BEHALF OF OTHERS, IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

Claims shall be heard by a single arbitrator. The place of arbitration shall be LOS ANGELES, CALIFORNIA, unless otherwise agreed by the Parties or determined by the arbitrator to proceed virtually by videoconference. The arbitration shall be governed by the laws of the State of CALIFORNIA, without

regard to conflict of law principles. Each Party will, upon written request of the other Party, promptly provide the other with copies of all relevant documents. No other discovery shall be permitted except as required by the arbitrator or applicable law. Hearings will take place pursuant to the standard procedures of the Consumer Arbitration Rules, although the Parties may appear in person, by video, or telephonically. The arbitrator will have authority only to grant relief that would otherwise be available in court. To the extent permitted by applicable law, the prevailing Party will be entitled to recover its attorneys' fees and arbitration fees and costs. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

If any part of this arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in full force and effect and shall be construed in accordance with its terms as if the invalid or unenforceable provision were not contained herein.

RIGHT TO CANCEL OR MODIFY

If for any reason the Competition and/or any Round of the Competition cannot be executed as set forth in these Rules, including but not limited to acts of God, acts of war, natural disasters, weather events, pandemic or epidemic illness, disease, acts of terrorism, computer viruses, tampering, unauthorized intervention, fraud, technical failures, or other factors that may corrupt or affect the security, administration, fairness, integrity, or proper conduct of the Competition, and/or if the Competition is compromised or becomes technically corrupted in any way, electronically or otherwise, Operator reserves the right to cancel, terminate, suspend, and/or modify the Competition and/or any Round of the Competition, with or without prior notice. Operator shall not in any way be responsible or liable for any such cancellation, termination, suspension, and/or modification of the Competition and/or any phase of the Competition. Further, if the Competition is terminated before the original end date, Operator reserves the right, in its sole discretion, to modify the procedure for selecting the Winner(s), unless the nature of the event giving rise to such termination renders it impossible to select the Winner(s).

WITHDRAWAL AND REMOVAL

By participating in the Competition as a Competitor or Voter, you understand that a Competition withdraw request or request for removal from the Competition can take up to seventy-two (72) hours to be processed and that a profile may still remain active during this length of time. Voters and Competitors both acknowledge and agree that no refunds will be given upon a Competitor's request for removal from the Competition. Operator does not encourage withdrawal or voluntary removal from the Competition, as this does a disservice to Voters. By voting, you understand and acknowledge that no refunds will be offered should a Competitor be eliminated, disqualified, or willingly withdraw from the Competition. Voters acknowledge that there are no exceptions to this policy.

NO REFUND POLICY

Because the Competition is decided by public votes, no refunds will be issued once a vote is cast. As a Voter, you are responsible for understanding this policy. To maintain the integrity of the Competition, there will be no exceptions to this policy.

All vote purchases are immediately final and non-refundable. By completing a purchase, you acknowledge that you have read and agreed to the Competition's "No Refund Policy," as written herein.

GOVERNING AGREEMENT

These Rules, together with the TERMS OF USE and PRIVACY POLICY, constitute the complete and governing rules for your use of the Website and your participation as an Entrant, Competitor, Voter, or Winner in the Competition. Nothing published or communicated elsewhere shall be construed as a modification of these Rules, the TERMS OF USE, or the PRIVACY POLICY.

PARTIAL INVALIDITY

If any term or provision of these Rules, the Terms of Use, or the Privacy Policy is determined by a competent authority to be unenforceable, all other terms and provisions of these Rules, the Terms of Use, and the Privacy Policy shall continue in full force and effect.

CONTACT US

For questions or comments about the Competition, or to request the names of the Grand Prize Winners, please contact Operator at marketing@missusa.com.

THIRD-PARTY DISCLAIMER

This Competition is not sponsored, endorsed, administered by, or otherwise associated with Facebook or Instagram in any manner.