

# **BDE MISS USA, LLC dba Miss USA**

Fan Voting Contest Platform

## **TERMS OF USE**

Effective Date: Apr 11, 2026

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PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE ACCESSING OR USING THIS PLATFORM. BY ACCESSING OR USING THE PLATFORM, CREATING AN ACCOUNT, OR CASTING ANY VOTE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND ALL POLICIES INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM.

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### **1. Introduction and Acceptance**

These Terms of Use govern your access to and use of the Miss USA fan voting contest platform (the "Platform"), operated by BDE MISS USA, LLC, a Delaware limited liability company doing business as Miss USA (the "Operator," "we," "us," or "our"). The Platform facilitates fan voting in connection with Miss USA-sponsored contests and related programming.

By accessing the Platform you represent and warrant that: (a) you are at least 18 years of age; (b) you have the legal capacity to enter into a binding agreement in your jurisdiction; and (c) your use of the Platform complies with all applicable laws and regulations.

The Operator may update or modify these Terms at any time. Updated Terms will be posted on the Platform with a revised effective date. Your continued use of the Platform following any such update constitutes your acceptance of the revised Terms.

### **2. Definitions**

For purposes of these Terms, the following definitions apply:

- "Account" means an optional registered user profile created on the Platform by a fan.
- "Contestant" means an individual officially entered and approved to participate in a Miss USA-sanctioned contest.
- "Contest Rules" means the official rules governing a specific contest, which are published separately on the Platform and incorporated into these Terms by reference.
- "Content" means all text, photographs, images, video, audio, data, and other materials made available on or through the Platform, whether provided by the Operator, a Contestant, or a user.
- "Contestant Content" means all materials, including profile photographs and supplemental media, submitted to the Platform by or on behalf of a Contestant.

- "Vote" means a single unit of fan support purchased and cast in accordance with the applicable Contest Rules.

### **3. Eligibility**

The Platform is intended solely for users who are 18 years of age or older. By accessing or using the Platform you represent that you meet this age requirement. The Operator reserves the right to verify age and to suspend or terminate access for any user who does not satisfy this requirement.

Access to and use of the Platform may be subject to geographic restrictions. The Operator makes no representation that the Platform or any Content available through it is lawful or appropriate for use in any particular jurisdiction. Users who access the Platform from outside the United States do so at their own risk and are solely responsible for compliance with applicable local laws.

### **4. Account Registration**

Creating an Account is optional. Certain features of the Platform may be accessible without an Account. However, an Account may be required to access certain account-specific functionality or to retain a record of your voting activity.

If you create an Account, you agree to: (a) provide accurate, complete, and current information; (b) promptly update your Account information if it changes; (c) maintain the confidentiality of your login credentials; and (d) notify us immediately at [marketing@missusa.com](mailto:marketing@missusa.com) if you suspect unauthorized access to your Account. You are solely responsible for all activity that occurs under your Account.

The Operator reserves the right to suspend or terminate any Account at any time, with or without notice, for any reason, including but not limited to a violation of these Terms.

### **5. Voting and Purchases**

Voting on the Platform is a paid feature. The pricing, voting structure, eligibility, no-refund policy, and all other terms governing vote purchases are set forth in the applicable Contest Rules, which are incorporated into these Terms by reference. In the event of any conflict between these Terms and the Contest Rules with respect to voting or purchases, the Contest Rules govern.

All payment transactions are processed by third-party payment processors. The Operator does not store full payment card information. Your use of any payment service is subject to the applicable third-party terms and privacy policies, and the Operator bears no liability for errors, outages, or data handling by third-party payment processors.

### **6. Contestant Content**

Contestants may submit profile photographs and supplemental media to the Platform for display in connection with their contest participation ("Contestant Content"). By submitting Contestant Content to the Platform, each Contestant grants the Operator a non-exclusive, royalty-free, worldwide, sublicensable license to use, display, reproduce, and distribute the Contestant Content on the Platform in connection with the applicable contest. Any use of Contestant Content for advertising, promotional, or publicity purposes beyond Platform display is governed by the applicable Contest Rules.

Each Contestant represents and warrants that: (a) they own or have all necessary rights to the Contestant Content they submit; (b) the Contestant Content does not infringe the intellectual property, privacy, publicity, or other rights of any third party; and (c) the Contestant Content does not violate any applicable law or these Terms.

The Operator reserves the right to remove or decline to display any Contestant Content that, in its sole discretion, violates these Terms, is inappropriate, or is otherwise inconsistent with the Miss USA brand and standards.

## **7. Intellectual Property and Ownership**

All Content on the Platform that is not Contestant Content, including but not limited to the Miss USA name, trademarks, logos, trade dress, graphics, website design, source code, and text, is owned by or licensed to the Operator and is protected by United States and international intellectual property laws.

Nothing in these Terms grants you any right, title, or interest in or to any Miss USA trademark, service mark, or logo. Unauthorized use of any Miss USA trademark or other intellectual property is strictly prohibited and may constitute a violation of applicable federal and state trademark law.

You may not reproduce, duplicate, copy, modify, distribute, publicly display, or create derivative works from any Platform Content without the prior written consent of the Operator.

## **8. Prohibited Conduct**

You agree that you will not, in connection with your use of the Platform:

- use the Platform for any unlawful purpose or in violation of any applicable federal, state, or local law;
- attempt to gain unauthorized access to any portion of the Platform, the underlying servers, or any related systems or networks;
- use automated tools, scripts, bots, or scraping technologies to access or interact with the Platform;
- circumvent, disable, or interfere with any security, authentication, or anti-fraud features of the Platform;

- introduce viruses, malware, ransomware, trojans, or any other harmful or disruptive code;
- impersonate any person or entity, or falsely represent your affiliation with any person or entity;
- defame, harass, threaten, stalk, or abuse any individual through the Platform; or
- use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other user's access to the Platform.

Violation of this section may result in immediate termination of your access to the Platform and, where applicable, referral to appropriate law enforcement authorities.

### **9. Third-Party Services and Links**

The Platform may contain links to or integrations with third-party websites, applications, or services. These links are provided for convenience only and do not constitute an endorsement of or affiliation with any third party. The Operator has no control over and assumes no responsibility for the content, privacy practices, or terms of any third-party service. Your use of any third-party service is at your sole risk and subject to that service's own terms.

This Platform and Competition are not sponsored, endorsed, administered by, or otherwise associated with Facebook, Instagram, or any other social media platform.

### **10. Privacy**

Your use of the Platform is also governed by the Miss USA Privacy Policy, which is incorporated into these Terms by reference. Please review the Privacy Policy to understand how the Operator collects, uses, and protects information submitted to or collected through the Platform. In the event of any conflict between these Terms and the Privacy Policy with respect to the handling of personal information, the Privacy Policy governs.

### **11. Disclaimer of Warranties**

THE PLATFORM AND ALL CONTENT AND FEATURES AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE OPERATOR DOES NOT WARRANT THAT: (A) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) ANY INFORMATION OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE OR RELIABLE; OR (C) ANY DEFECTS IN THE PLATFORM WILL BE CORRECTED.

## **12. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE OPERATOR, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE OPERATOR'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT YOU PAID TO THE OPERATOR THROUGH THE PLATFORM IN THE SIX (6) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).

Certain jurisdictions do not permit the exclusion or limitation of certain damages. If you are located in such a jurisdiction, some of the above limitations may not apply to you.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless BDE MISS USA, LLC and its members, officers, employees, agents, licensors, and successors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of or access to the Platform; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) your infringement of any third-party right. The Operator reserves the right to assume exclusive control of the defense of any matter otherwise subject to indemnification by you, at your expense, and you agree to cooperate fully with such defense.

## **14. Termination**

The Operator reserves the right, in its sole discretion, to suspend, restrict, or terminate your access to the Platform at any time and for any reason, including but not limited to a violation of these Terms, without prior notice and without liability to you. Upon termination, your right to use the Platform ceases immediately.

Sections 6 (to the extent of the license grant), 7, 10, 11, 12, 13, and 15 through 18 survive the termination or expiration of these Terms.

## **15. Governing Law and Dispute Resolution**

These Terms and any dispute or claim arising out of or relating in any way to these Terms or your use of the Platform shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-law principles.

Any dispute or claim arising out of or relating in any way to these Terms or your use of the Platform shall be settled by binding and unappealable arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules. 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. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

ALL 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. YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

If any part of this arbitration provision is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

## **16. Modifications to These Terms**

The Operator reserves the right to modify these Terms at any time. Any changes will be posted on the Platform with a revised effective date. Your continued access to or use of the Platform following the posting of updated Terms constitutes your acceptance of the changes. If you do not agree to the updated Terms, you must discontinue use of the Platform.

## **17. Severability and Waiver**

If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a court or arbitrator of competent jurisdiction, that provision will be deemed severable from the remaining Terms, and the remaining provisions will continue in full force and effect.

The failure of the Operator to enforce any right or provision of these Terms will not constitute a waiver of that right or provision. No waiver of any term will be deemed a further or continuing waiver of that term or any other term.

## **18. Complete Agreement**

These Terms, together with the applicable Contest Rules and the Miss USA Privacy Policy, constitute the entire agreement between you and the Operator with respect to your use of the Platform and supersede all prior or contemporaneous understandings, agreements, representations, or warranties, whether written or oral, relating to the Platform. Nothing published or communicated outside of these Terms, the Contest Rules, or the Privacy Policy shall be construed as a modification of any of the foregoing.

## **19. Contact Information**

For questions about these Terms, please contact:

**BDE MISS USA, LLC dba Miss USA**

777 Brickell Avenue, Suite 500

Miami, FL 33131

[marketing@missusa.com](mailto:marketing@missusa.com)