

OFFICIAL RULES:

Team Up Speak Up™ Video Contest

Release and License

Any individual who enters, attempts to enter or in any way participates or attempts to participate in any contest, sweepstakes or giveaway (“Promotion”) conducted by Concussion Legacy Foundation (“CLF”) (each such individual is hereinafter referred to as an “Entrant”) agrees to be bound by the terms and conditions provided in these Official Promotion Rules (“Official Rules”), as well as by CLF’s interpretations of the attached General Rules and Release and License which are final and binding in all matters relating to any Promotion. In the event there is a discrepancy or inconsistency between the General Rules and the Official Rules, the Official Rules shall control.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. PRIZE ACCEPTANCE RELEASE IS REQUIRED.

1. **Eligibility.** The Team Up Speak Up™ Video Contest (the “Promotion”) is only offered only to legal residents of the United States and the District of Columbia aged eighteen (18) or older. Entrants must have the legal right to give permission for “Team Up Speak Up” and the Concussion Legacy Foundation to use the Submission, and must have secured, prior to entry, the written permission of any person in the Submission other than entrant.
2. **Time and Method of Entry.** The Promotion begins at **12:01 AM ET** on August 25, 2021 and ends at **11:59 PM ET** September 25, 2021 (“Promotion Period”). No entries will be accepted after **11:59PM ET** September 25, 2021. To enter, take the “Team Up Speak Up” Pledge at www.teamupspeakup.org and post a video, on either Twitter, Instagram, or Facebook, of a coach, team leader, or medical personnel giving the “Team Up Speak Up” speech to their teams, specifically asking team members to look out for and report if their teammates’ exhibit concussion signs (“Submission”). There are three (3) methods of entry for the Contest:
 - Follow @ConcussionFoundation on Twitter (<https://twitter.com/ConcussionLF>). If you are not already a follower of @ConcussionFoundation, become a follower of @ConcussionFoundation by searching for “Concussion Legacy Foundation” on Twitter, then using the “Follow” button.
 - Follow @ConcussionFoundation on Instagram (<https://www.instagram.com/concussionfoundation/>). If you are not already a follower of @ConcussionFoundation, become a follower of @ConcussionFoundation by searching for “Concussion Legacy Foundation” on Instagram, then using the “Follow” button.

- Like @ConcussionFoundation on Facebook (<https://www.facebook.com/ConcussionFoundation/>). If you do not already Like @ConcussionFoundation, you can do so by searching for “Concussion Legacy Foundation” on Facebook, and then using the “Like” button.
- On, or around, August 25, 2021 Concussion Legacy Foundation will post a message on Twitter, Instagram, and Facebook announcing the Promotion and instructing entrants to submit their video pledges to enter the Promotion.
- The “Team Up Speak Up” video speech must be posted during the Promotion Period to Facebook, Twitter, or Instagram. Entrants must include the hashtag #TeamUpSpeakUp in the post, and tag the Concussion Legacy Foundation’s Twitter, Instagram, or Facebook account on the platform on which the video is posted must be tagged:
 - Facebook = @ConcussionFoundation
 - Twitter = @ConcussionLF
 - Instagram = @ConcussionFoundation

LIMIT ONE (1) ENTRY PER PERSON, regardless of method. Entrants who have previously won a prize from a Sponsor contest, sweepstakes or promotion, in Sponsor’s sole discretion. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, multiple Twitter, Instagram, or Facebook accounts, or otherwise may be disqualified. Mechanically reproduced entries may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Sponsor (as defined in Section 11) is not responsible for lost, late, incomplete, inaccurate, forged, mass-reproduced or mass-transmitted, mutilated, stolen, destroyed, invalid, delayed, unintelligible, misdirected, technically corrupted, undelivered or garbled entries; and such entries are void; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility, or miscommunications, unavailability of the Twitter, Instagram, or Facebook service or Twitter, Instagram or Facebook account access or verification issues, or failed computer, satellite, telephone or cable transmissions, lines, or viruses or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, undelivered or improperly formatted entries, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, failures on the part of Twitter, Instagram or Facebook or any Twitter, Instagram, or Facebook search function failure that prevents Sponsor from viewing entries, the announcement of the prizes, or in any Promotion-related materials or the cancellation or postponement of the game. For purposes of this Promotion, an online entry is “received” when Twitter, Instagram, or Facebook’s servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of an entry for purposes of this Promotion. Twitter, Instagram, or Facebook’s timestamps will be the official timekeeper for this Promotion. Illegible and/or incomplete entries and entries submitted by entrants

who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry, or abide by these Official Rules or other instructions of Sponsor may be disqualified. The Promotion is not sponsored, endorsed, administered by or associated with either Facebook, Twitter, or Instagram. Each entrant agrees to release and hold harmless Facebook, Twitter, or Instagram, depending on each entrant's respective method of entry.

Sponsor is not responsible for the actions of entrants in connection with the Promotion, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Persons found tampering with or abusing any aspect of this Promotion, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Promotion, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future Sponsor Promotions. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE OR SERVER, OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTIONS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

- 3. Prize Rules.** Sponsor reserves the right, in its sole discretion, to modify, suspend, or terminate the Promotion (or any portion thereof), or take any other action deemed necessary, should any virus, bugs, non-authorized human intervention or other causes beyond the reasonable control of Sponsor, including, but not limited to, war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of the Promotion and, in the event of termination or suspension, at its discretion, select Prize Winners for the Promotion at issue from among all eligible, non-suspect entries received as of the date of the event requiring such termination or suspension. By participating in this Promotion, entrants agree to be bound by these "Official Rules," and the decisions of Sponsor, which are final and binding in all respects. Failure to abide by these Official Rules may result in disqualification. All materials submitted become the property of Sponsor and will not be returned. Prize Winners may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to the Twitter, Instagram or Facebook account by each respective platform. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor is not responsible for electronic communications that are

undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's Twitter, Instagram, or Facebook account to receive messages, or e-mail account to receive e-mail messages. Sponsor is also not responsible for any failure of the Twitter, Instagram, or Facebook services or other event that deletes or alters a submission, or renders a submission not-locatable or otherwise prevents Sponsor from accepting an entry.

Prizes are not transferable, and no substitutions or cash redemptions are allowed, except by Sponsor, which reserve the right to substitute a prize (or component thereof) with one of comparable or greater retail value, at its sole discretion. All costs and expenses not stated herein as being provided in connection with the redemption, receipt and/or use of the prize are the responsibility of winner, including, without limitation, transportation. All prize details are at Sponsor's sole discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide winner with his/her prize, Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Unclaimed prizes will be forfeited.

4. **Winner Selection and Criteria.** There will be a total of three (3) Prize Winners, consisting of one (1) Grand Prize Winner, (1) First Runner Up Prize Winner, and (1) Second Runner Up Prize Winner (collectively, "Prize Winners"). One (1) entrant's Submission will be selected as the Grand Prize Winner from among all **eligible** entries by a panel of judges selected by Sponsor in its sole discretion ("Judges") and based on the criteria below. After the Judges select the Grand Prize Winner, two (2) additional submissions will be selected from the remaining eligible entries as either the First Runner Up Prize Winner or Second Runner Up Prize Winner. The decisions of the judges are final and binding.

All Prize Winners will be notified by either email or direct message via Twitter, Instagram, or Facebook within a reasonable time after the drawing. It is the sole responsibility of each entrant to notify Sponsor if his or her contact information changes. In the notification to Grand Prize Winner, Sponsor will request, and Grand Prize Winner should respond with, the official team roster of Grand Prize Winner. Sponsor is not responsible for false, incorrect, changed, incomplete, or illegible contact information. Prize Winners must promptly respond to Sponsor in order to receive prize. In the event a Prize Winner cannot be promptly contacted or declines the prize, another winner will be selected by the same criteria under this section.

Odds of becoming one of the Prize Winners are dependent on the total number of eligible entries received and on the opinions of the judge's panel regarding the eligibility of all entries meeting the following criteria:

- a. Video must be original, unpublished, and not copyrighted.
- b. Video must show a coach, team leader, or medical personnel associated with a team giving the "Team Up Speak Up" speech to their team.

- c. Video should be inspiring and creative, and accurately capture the “Team Up Speak Up” messaging, spirit and enthusiasm.
 - d. Posts that meet the message and creative criteria and also garner large numbers of “shares,” “reposts,” or “retweets” to maximize the reach of the “Team Up Speak Up” message and mission will be given additional consideration by the judges.
5. **Prizes & Retail Value.** The following prizes will be awarded at the conclusion of the Promotion:
- One (1) Grand Prize Winner will be awarded one (1) CLF branded sport backpack per athlete on the official team roster (Approximate Retail Value (“ARV”) is \$18 per sport backpack, with total value to be determined as follows: \$18 multiplied by the number of athletes on the team roster).
 - One (1) First Runner Up Prize: \$200 gift card to a sporting goods store to be mutually agreed upon by Sponsor and First Runner Up Prize Winner, to be spent on the First Runner Up Prize Winner’s team equipment and/or apparel (ARV for First Runner Up Prize is \$200).
 - One (1) Second Runner Up Prize: \$100 gift card to a sporting goods store to be mutually agreed upon by Sponsor and Second Runner Up Prize Winner, to be spent on the Second Runner Up Prize Winner’s team equipment and/or apparel (ARV for Second Runner Up Prize is \$100).
6. **Additional Prize Terms.** Prize Winners are solely responsible for all applicable federal, state and local taxes and any expenses associated with any prize he or she receives, including any required advance withholding payments. An IRS Form 1099 or IRS Form W2G may be issued in the name of the relevant Prize Winner for the actual value of the prize received. Each Prize Winner must show a photo ID upon Sponsor’s request to redeem the prize.

Except where prohibited by law, in consideration for being awarded a prize, each Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of the winner’s name, Twitter, Instagram, and/or Facebook user name, voice, biographical material, and/or likeness, in all forms of media and by all manners (now and hereafter known), worldwide, in perpetuity, in any and all advertising, Promotion and other publicity conducted by Sponsor. Entrants agree not to issue any publicity concerning Sponsor. Sponsor will not be responsible for awarding any un-awarded portion of a prize to Prize Winners if any Prize Winner undertakes activities or communicates messages or images or engages in speech publicly or made known publicly that: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third

party's or prize provider's personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which Sponsor wish to associate (which shall be determined by the Sponsors, at their sole and absolute discretion); and/or (e) otherwise violate the terms of any of the agreements that Prize Winners have agreed to comply with entrants of this Contest.

Prize winners will be required to sign an affidavit of eligibility and to sign and return, within 14 days of notification, a Release and License (attached hereto). Prize winners will also agree not to use the winning Submission for any other promotion or commercial purpose.

7. **Liabilities and Dispute Resolution.** By entering the Promotion, all entrants agree that Sponsor maintains the right to decide all matters and disputes arising from the Promotion, that Sponsor's determination of the winner will be final and binding, as well as agreeing to hold harmless and indemnify Sponsor from and against any liability, damages, or causes of actions (however named or described), with respect to or arising out of: (i) the entrants' participation in the Promotion, including, but not limited to, personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of privacy; (ii) the delivery, misdelivery, acceptance, possession, use of, misuse of, or inability to use any prize (including any type or manner of costs or damages), whether under a theory of contract, tort (including negligence), warranty, or any other theory; and (iii) travel to or from any Promotion-related activity. By accepting a prize, Prize Winners agree that Sponsor will have no liability and will be held harmless by winner for any liability, loss, injury, or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, participation in, use or misuse of the prize or participation in the Promotion, even if caused or contributed to by the negligence of Sponsor.
- 8.
9. **Winners List.** All Prize Winners will be announced on Facebook, Twitter, Instagram and www.teamupspakeup.org approximately ten (10) days after the conclusion of the Promotion Period. Prize Winners will be contacted, in a reasonable time period, prior to the announcement via email or direct message via Twitter, Instagram, or Facebook.

For identification of the Prize Winners, or for a copy of the Official Rules, send a written request along with a self-addressed stamped envelope for receipt by October 15, 2019 to: "Team Up Speak Up" c/o Concussion Legacy Foundation, 361 Newbury Street, 5th Floor, Boston, MA 02115. Please indicate whether you are requesting identification of the Prize Winners or a copy of the Official Rules.¹

10. **Disputes.** The Promotion is void where prohibited by law. By entering the Promotion, each entrant agrees that to the extent permitted by applicable law: (1) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded, will be resolved individually, without resort to any form of class

¹ Residents of Vermont will not be required to send in a posted, self-addressed envelope per Vermont laws.

action; and (2) entrants hereby knowingly and expressly waives all rights to seek, punitive, incidental, exemplary, consequential or special damages, lost profits, and/or any right 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 entrants and Sponsor in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

11. **Privacy.** Personally identifiable information that is submitted by entrants as part of the Promotion will be used to administer the Promotion, select the Prize Winners, and fulfill the prizes, and will be treated in accordance with the privacy policy accessible at https://concussionfoundation.org/sites/default/files/2021-02/Privacy_Policy.pdf
12. **Sponsor.** Concussion Legacy Foundation, 361 Newbury Street, 5th Floor, Boston, MA 02115
13. **Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules, General Rules, or Release and License will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules, General Rules, or Release and License is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that or any other provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

General Rules

1. CLF is not responsible for lost, late, damaged, delayed, incomplete, corrupted or misdirected entries, whether caused by electronic, network, software or computer failures and malfunctions of any kind or by human error. CLF assumes no responsibility for undeliverable e-mails or the inability to upload videos resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client, insufficient space in user's e-mail account to receive e-mail, or for any other technical reason.
2. CLF reserves the right in its sole discretion to cancel or terminate the Promotion (or any portion thereof) if fraud, misconduct or technical failures, including computer virus, bug, or other technical problems, destroy or threaten to destroy the integrity of the Promotion. CLF may elect, if feasible and in its sole discretion, to choose winners from among all eligible entries received prior to the time of such termination.
3. In the event a dispute arises regarding a specific winner entitled to receive a prize, entry will be deemed made by the email address assigned to the holder of the Facebook, Twitter, or Instagram account where the video was posted. This email address must be associated with a natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
4. Any damage made to the Website will also be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Any attempt by an individual to damage any website or undermine the legitimate operation of this promotion may be a violation of criminal and civil laws.
5. By participating in this promotion, entrant agrees to be bound by the Official Rules, General Rules, and by the decisions of the judges, which are final. Entrants must click to “accept” the terms of use listed at the point of entry, which will include permission for CLF and its agents to post any entered video on websites and to use it anywhere in any context without additional compensation. The terms of use are incorporated by reference and made part of these rules.
6. Upon a finding of non-compliance with these Official Rules and requirements, or if a prize notification is returned as non-deliverable, or if a winner is found to be ineligible, such prize will be forfeited and may be awarded to an alternate winner selected by CLF’s judges.
7. The Promotion is subject to all applicable federal, state and local laws and regulations. It is void where prohibited by law.

8. Entrants who participate in this promotion hereby waive and release, and agree to hold harmless CLF, and its agents, from and against, any and all rights, claims and causes of action of any kind whatsoever that may arise from their participation in this promotion and/or their acceptance, possession, use or misuse of any good obtained with the prize gift cards.

RELEASE AND LICENSE

In consideration of entering my Submission in the Team Up Speak Up Video Contest, I hereby grant to Concussion Legacy Foundation (“CLF”), its and agents, the absolute and irrevocable right and permission throughout the world and in perpetuity, with respect to the uploaded video of me and/or others (if applicable), as well as my image, likeness, name, testimonials, statements, if any, or other related items (the “Authorized Material”):

- a. To use, re-use, publish, re-publish, post on a website, transmit, modify and edit the Authorized Material, in whole or in part, severally or in conjunction with other materials, in any medium now or hereafter known, for promotional and educational purposes and for any other purpose whatsoever, including without limitation, publicity, advertising, fundraising and/or trade, and
- b. To claim and register copyrights in any materials created by CLF based on, derived from or incorporating all or part of any of the Authorized Material in CLF's own name or any other name that it may choose.

If my Submission is chosen as a winning Submission, I will use that Submission for personal or team (non-commercial) use only. As a condition for entering my Submission in the Promotion, I certify that I have the consent of all other identifiable persons (or the consent of their parents or legal guardians if minors) in the Submission to be bound by the terms of this Release and License. I understand that CLF will rely on this certification in posting or otherwise using entries. I hereby release and discharge CLF from any and all claims and demands whatsoever arising out of or in connection with the use of the Authorized Material or any reproduction thereof and waive any further claim for compensation in connection with the use of the material. I acknowledge that the material may be altered or modified and waive any right to inspect or approve the finished product. This Release and License shall inure to the benefit of CLF’s successors and assigns and shall be binding upon my heirs, successors, assigns and legal representatives.

Entrant Name

Entrant Signature

Date