

**Jersey Mike's® Naismith High School Basketball Courage Award
Contest Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR OTHER PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO PARTICIPATE. Void where prohibited or restricted by law.

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.

OVERVIEW: The Jersey Mike's Naismith High School Basketball Courage Award is awarded to a male and female high school basketball player who has consistently gone above and beyond throughout the basketball season and has demonstrated courage in their approach to the team, the School, the game and their community.

ELIGIBILITY: The Jersey Mike's Naismith High School Basketball Courage Award Contest (referred to as the "**Promotion**") is offered in the fifty United States including D.C. ("**U.S.**") to participants who are full or part-time athletic directors or basketball coaches in good-standing, at time of nomination/entry and at time of award ("**Nominators**" or "**Participants**") at a brick-and-mortar U.S. high school within the Campus Multimedia network of participating U.S. high schools (each is an eligible "**School**"). School may be public or private but must have a physical presence and a competitive high school student basketball team.

Employees, officers and directors of Jersey Mike's Franchise Systems, Inc. ("**Sponsor**"), Atlanta Tipoff Club, Campus Multimedia, LLC ("**Administrator**"), their parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Promotion (collectively the "**Promotion Entities**") and persons in the immediate family of such individuals (spouse, parent, child, sibling, partners and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter.

IMPORTANT NOTICES: Participants have the responsibility to review and understand their employer's policies, laws, rules and/or regulations, tax implications, and any other limitations (collectively "**policies and laws**") regarding eligibility to participate in promotions and/or receive prizes in connection therewith. Furthermore, if Participant enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such policies and laws, Sponsor may, in its sole discretion, disqualify the participant and forfeit their prize, if applicable.

Existing or prospective NCAA student athletes ("NCAA Student Athletes") may not be eligible to participate and/or win an Award. It is the sole and absolute obligation of any Participant and Prize

Recipient to know and understand whether or not their Nominee/they is/are a prospective NCAA Student Athlete and to know, understand and abide by any rules, regulations and by-laws of the NCAA and any other *high school* regulatory body, including but not limited to those governing their participation in promotions and/or acceptance, receipt or use of prize Awards, and Sponsor and other Promotion Entities assume no responsibility and expressly disclaim any liability for any violations relating thereto.

Further, in order to receive a prize, potential Courage Award winners must be current high school students at least 13 years of age or older and must be participating players in good-standing on their School's basketball team at time of Nomination and at time of Award, and under no conflicting legal, contractual, regulatory or other obligation with respect to prize Award acceptance. In order to receive the Grand Prize, potential Prize Recipients (defined below) (by their parent/legal guardian), and School (by Nominator or other authorized representative) may each be required to sign, have witnessed and return within the time required a Declaration of Eligibility, Release of Liability and, where legal, Publicity Release ("**Release Documents**") or will forfeit the opportunity to receive a prize in the Promotion.

PROMOTION PERIOD: Promotion begins on or about 12:00 am ("**ET**") on or about November 1, 2023 and ends on January 12, 2024 at 11:59 pm ("**Promotion Period**"). There will be a nomination period, in which a Nominator from an eligible School may nominate one eligible female and one eligible male student basketball athlete ("**Nominee**") beginning on or about 12:00 am ET on November 1, 2023 and ending at 11:59 pm ET on January 12, 2024 ("**Nomination Period**"). All time referenced herein is Eastern Time. Participants are solely responsible for determining the correct time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto. Administrator's server/computer is the official time keeping device for the Promotion.

AGREEMENT BY PARTICIPANT/USE OF INFORMATION: All participation in this Promotion shall be governed by these Official Rules. The information provided will be used as stated herein and as stated in Sponsor's Privacy Policy and Terms of Use (incorporated herein by reference). By participating in the Promotion, each Participant fully and unconditionally agrees to be bound to and accepts these Official Rules, Terms of Use and Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor. By participating, Participants further agree to be bound to the decisions of the Sponsor (and its authorized representatives) which are final and binding in all matters. By submitting an Entry (as defined below), Participants agree to be contacted by Sponsor with Promotion related communications. *This Promotion is in no way sponsored, endorsed or administered by, or associated with any school, school district or school official.* The information you provide will be used as stated herein and the aforementioned Policies, and for purpose of this Promotion.

NOMINATION/JUDGING CRITERIA: During the Nomination Period, Nominators can select one (1) female and one (1) male athlete from their School's basketball team (each a "**Nomination**" or "**Entry**"), based on the following criteria:

- Nominee(s) must display a level of courage and determination for overcoming a level of adversity

- Nominee(s) should be a role model and inspiration to those who face challenges
- Nominee(s) strives to do the right thing even if it goes against popular opinion or pressure from others
- Nominee(s) chooses to be brave instead of fearful
- Nominee(s) acts on their beliefs despite danger or disapproval
- Nominee(s) takes full responsibilities for their actions
- Nominee(s) is confident in who they are and what they stand for
- Nominee(s) exudes confidence in the challenges that lie before them

COURAGE AWARD WINNER RECOGNITION: Nominators and respective Schools will be encouraged to recognize their Courage Award winner(s) by January 12, 2024.

HOW TO NOMINATE YOUR COURAGE AWARD WINNER FOR THE GRAND PRIZE: During the Nomination Period, Nominators must visit astudentabove.com/nominate via the direct link provided to them by Sponsor (the “**Website**”) and follow the online instructions to: (i) nominate their Courage Award winner to compete for the Grand Prize by submitting in good-faith an appropriate, positive essay describing in as much detail (provide at LEAST ONE specific example) why, how and when their Nominee exemplifies Courage on and off the court, and why they should be allowed to compete for the Grand Prize. Upon timely nomination (as provided hereinabove), verification of eligibility and compliance, the Courage Award winner (“**Nominee**”) will have an opportunity to further compete in the Promotion (collectively “**Nomination**” or “**Entry**”). Failure to timely submit completed nominations or Release Documents will disqualify a Nominee, and they will not be eligible to compete further in the Promotion or win an Award. **Limit one (1) Nomination per Nominee; limit two (2) Nominations (one male and one female), per School.**

Any Entry that does not include an eligible Courage Award Winner and/or School, does not (in Sponsor’s sole discretion) appear to be submitted in good-faith, or that fails to follow all steps and include all other items/information may be disqualified. If Sponsor’s product and/or brand is featured and/or mentioned in the Entry at any stage it must be featured truthfully and appropriately, or else Entry will be immediately disqualified. By submitting a Nomination in any round, Participants represent and warrant that they have the absolute right and all requisite consents to submit such Nomination, and doing so will not violate or infringe the rights of such Nominee or any other third party or entity, will not constitute a violation of law or policies (including NCAA and any other high school regulatory body policies), and will not bring Sponsor or the Promotion Entities into public disrepute, scandal or embarrassment. **In addition to all other restrictions and conditions stated or incorporated elsewhere herein, Entries/Nominations must NOT appear to condone, promote, contain or describe in any manner illegal, dangerous, harmful, offensive, cruel, unsafe, demeaning, disgusting, highly political or sensitive topics, or any other improper or unsuitable activities/content or else will be subject to disqualification.**

ENTRY SPECIFICS: Entries must be complete, compliant, submitted via the Website communicated, and received by Sponsor within the stated time period. Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor and Administrator's absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry/Participant/Award Nominee is eligible, compliant, or reasonably suspects that it/he/she is not eligible or compliant in whole or in part, the Entry as a whole may be disqualified. Proof that an Entry was uploaded does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Promotion. Entries will not be acknowledged or returned. Entries submitted via any other entry method than stated herein will not be accepted. Participants may not (whether apparent or suspected) enter through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, Schools, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, harassment, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Sponsor's sole and absolute discretion, will void all such Entries, and disqualify any Participant and Nominee suspected of using/benefitting from such methods.

Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or will have a detrimental impact on Sponsor, a Nominee, a School, this Promotion, or any of Sponsor's brand, products or services. Furthermore, if an Entry, for any reason whatsoever, garners or contains comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/Participant and remove any such Entry. In the event of a dispute as to the identity of an online Participant, the authorized account holder of the email address used in connection with the Entry will be deemed to be the Participant, provided eligible.

Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); or for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or (un)availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any error (human or not), or the incorrect or inaccurate capture of Entry or other information or any part thereof, nor for the failure to capture or display any such information.

Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to Entry via mobile device. For those Participants entering with a mobile device: Promotion may not be available via all mobile carriers. **Messaging & data rates apply to internet access via mobile devices.** Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of purchase.

REPRESENTATIONS ABOUT YOUR ENTRY: By submitting an Entry, Participants represent, warrant and covenant (and agree to release and indemnify Promotion Entities from same) that their Entry submitted and all content therein at any stage of the Promotion is truthful and accurate, is the original creation of the Participant and has not been copied in whole or in part from any other work, is the sole and exclusive property of the Participant (or Participant has the full consent to submit it herein for all uses contemplated), does not contain, depict, condone, encourage or promote activities or content prohibited by these Rules, does not depict, refer to or contain in any respect information about an individual under the age of 13, and any individuals mentioned, featured in, or who have worked on the Entry, in whole or in part, in any manner have given Participant their consent to submission of Entry into this Promotion and the use contemplated.

If requested by Sponsor, Participant shall provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality. Any trademarks, logos, brand names, venues, sponsorships or any other intellectual property appearing in any way in any Entry are the property of their respective owners, which are not sponsors or affiliated with this Promotion in any way. Participants understand and agree to assume the risk that their Entry and any element thereof may, in whole or in part, be identical or similar to any other Entry, that one Entry may regardless receive varying scores from the other Entry, and Participants shall release and hold Promotion Entities harmless from same.

At the time an Entry is submitted, and whether or not selected as a winner, Participants understand and agree their Entry and all content therein may be used, shared and displayed in furtherance of all Promotion related purposes (including without limitation nominations, judging, prize fulfillment, winner verification and public Award announcements) and may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor in any media and medium whatsoever now known or hereinafter developed (including without limitation Sponsor's and (unrelated) third parties' digital, on-line, and off-line social media, marketing and advertising properties, printed materials, and/or any other media/medium through-out the world) without further compensation or review. Participants will not now nor in the future be paid for their Entry or for granting Sponsor any of these rights.

JUDGING/GRAND PRIZE WINNER SELECTION: Upon their Nomination, and subject to verification of eligibility, all Nominee Entries from all participating Schools will go into a final judging round. Assuming sufficient eligible Nominees are Nominated, two (2) potential Grand Prize winners (1 female and 1 male) (potential "**Prize Recipients**" or potential "**Grand Prize winners**") will be selected by a panel of judges (selected by Sponsor) based on the above stated Judging Criteria applied to the submitted Entry/Nomination ("**Judging Round**"). It is anticipated that potential Grand Prize winners will be announced on or by approx. mid-March 2024 and will be highlighted through an official Naismith announcement. Time periods may be extended or modified due to exigencies of the circumstances. Sponsor reserves the right to select fewer than the stated number of winners in its reasonable discretion due, for example, to insufficient eligible and qualified Nominations/Nominees, or may give an Award to

two females (if insufficient number of males are eligible Finalists) and vice-versa. In case of a tie, the Nominee Entries, among those tied, will be re-judged in accordance with the judging criteria to break the tie. The display of any Entry by Sponsor shall not be deemed to constitute Sponsor's representation or agreement that the Entry is, in whole or in part, compliant with these Official Rules, or eligible for continuation in the Promotion, judging or prize award.

Potential Grand Prize winners (or if a minor their parent/adult legal guardian) will be required to timely submit executed Release Documents within the time requested, or else prize will be forfeited and awarded to the next highest qualifying Nominee.

JERSEY MIKE'S NAISMITH HIGH SCHOOL BASKETBALL GRAND PRIZE COURAGE AWARD (2) total (1 female winner and 1 male winner)/Approximate Retail Value ("ARV"): A special video feature of each Grand Prize winner's story (created by a film crew on location at winner's school or other location as solely determined by Sponsor) to be showcased at the College Basketball Championship in Atlanta, and via various social media and public relations outlets (determined by Sponsor) (ARV: promotional value only); \$2,000 (awarded in the form of a check) to the winning student athlete; and a \$2,000 donation (awarded in the form of a check) directly to the winner's School's basketball program.

If a potential Prize Recipient is found to be ineligible or declines to accept the Prize, or Sponsor is unable to contact the potential Prize Recipient on or within two separate attempts, or in the event that the Prize confirmation, notification, Releases or Prize or any part thereof is returned, ignored, not timely responded to, incomplete, misdirected or undeliverable, the Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be forfeited and unawarded, or may be awarded to an alternate potential Grand Prize Recipient. Prizes won by a minor will be awarded in the name of their parent/adult legal guardian. If the Sponsor wishes to select an alternative potential Grand Prize Recipient, Sponsor will do so based on the next highest score of an eligible Participant's Nomination/Entry. Promotion Entities are not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of the Participant's or Prize Recipients' privacy or spam filter settings that may divert any notification or other Promotion related e-mail to a spam or junk folder. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

PRIZES ARE AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limit one (1) prize per person. If applicable, an IRS Form 1099 will be issued in the name of the winner (or their parent or legal guardian, referred to as "winner(s)") for the actual value of the prize(s) awarded. Any and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of each winner (or their parent/legal guardian if a minor); winners are advised to seek independent counsel regarding prize tax implications, if any. Only the prize as described is available

to be awarded; in no event will Promotion Entities be responsible for awarding more or different prizes than stated herein. Prize cannot be assigned, transferred, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize or any part thereof with a prize of equal or greater value. Unless otherwise expressly specified herein, prizes are not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise.

INDEMNIFICATION & RELEASE: BY PARTICIPATING, PARTICIPANTS AND WINNERS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, OTHER PROMOTION ENTITIES, AND THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION AND/OR PRIZE RELATED ACTIVITY, ACCESS TO THE WEBSITE, AND/OR OTHER PARTICIPATION IN THIS PROMOTION. By entering and/or accepting a prize, Participants and winners covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision adjudged to be invalid shall be struck from these Rules and the remainder shall continue in full force and effect.

LIMITATIONS OF LIABILITY: Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Nominations/entries, nor for the failure to capture entry or other information. Promotion Entities are not responsible for injury or damage to Participants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any Website. If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical or other failures or errors, or any other causes similar or dissimilar which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or element thereof and select the finalists/winners from

non-suspect, eligible entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising and/or promotional materials relating to this Promotion, these Official Rules shall govern.

Promotion Entities shall not be liable to Participants, winners or any other person or entity for failure to execute the Promotion, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, epidemic or pandemic, or any similar or dissimilar event beyond their reasonable control.

PUBLICITY RIGHTS/ASSIGNMENT: By participating in the Promotion, Participants as applicable grant (and agree to confirm that grant in writing) permission for Sponsor and/or Sponsor's authorized representatives the right to use his/her entry, name, biographical information, likeness, image, voice, and statements for promotion, trade, commercial, and publicity purposes, at any time or times, in all media now known or hereafter discovered including television and the internet including Sponsor's social media platforms and those of third parties whether or not connected with the Promotion, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law. In addition as part of the Release Documents, potential Grand Prize Recipients (or if a minor, their parent/legal guardian) will each be required to execute a Publicity Release and assignment of all right, title and interest in and to the Video and all content therein to the Sponsor (and its authorized representatives) prior to prize award, or else prize will be forfeited.

DISPUTES/ARBITRATION: THIS PROMOTION AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANT, SPONSOR, ADMINISTRATOR, OR ANY OTHER PROMOTION ENTITY IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, to the fullest extent permitted by law, Participants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action or a jury trial, exclusively before a neutral **one person arbitration** panel located in or near New York, NY having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased.

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

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