

2025 National Tennis Month Promotion Official Rules (the “Official Rules”)

The 2025 National Tennis Month Promotion provides two (2) opportunities to win a Prize for completing one of the following promotional giveaways. All eligible submissions received for the Promotion will receive one (1) Prize, while supplies last:

- A giveaway for sharing your “tennis success story” as part of National Tennis Month (the “Success Story Giveaway”); and/or**

- A giveaway for arranging for a National Tennis Month proclamation from a governmental jurisdiction (i.e., a town, city, county or state) (the “Proclamation Giveaway”) (the Success Story Giveaway and the Proclamation Giveaway are collectively, the “Promotion”)**

These Official Rules are divided into terms that are specific to the Success Story Giveaway and the Proclamation Giveaway and terms that are applicable to both.

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

Success Story Giveaway Terms

HOW TO ENTER. Submit an original story via the Success Story Template (link below) highlighting your program or promotion during National Tennis Month that successfully grew tennis in your community (the “Submission”). All Submissions must be original.

To participate in the Success Story Giveaway, participants must submit their story via the Success Story Template linked below:

https://ustayeqzp.formstack.com/forms/national_tennis_month_success_story

The Success Story Giveaway entry period begins at 12:01 AM Eastern Time (“ET”) on May 1, 2025 and ends on June 27, 2025 at 11:59 PM ET (the “Entry Period”).

Limit of one (1) entry per person during the Entry Period. Online entry only. No other method of entry will be accepted. Entrance into the Success Story Giveaway through multiple email accounts will disqualify entrant from the Success Story Giveaway. All entry materials become the property of the USTA and will not be acknowledged or returned.

If you choose to enter via your mobile device, standard data rates may apply. See your wireless provider for pricing plan details. Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person assigned an

account by the organization responsible for assigning the applicable email account used at the time of entry. The authorized account holder may be required to provide proof of identity. If a dispute cannot be resolved, the entry will be deemed ineligible. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted.

SUBMISSION GUIDELINES. Although all completed Submissions in compliance with these Official Rules are eligible to receive a Prize (while supplies last) and the Submissions are not judged, participants must make a good faith effort to provide a response to the requested topic. Submissions must be original work (owned) by participant and not violate the intellectual property of another. Submissions may not include any of the following content (the “*Content Restrictions*”): (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) lotteries or gambling; (iii) explicit language or content, images of violence, discrimination, or promotion of illegal activities; (iv) content in violation of intellectual property rights or law; (v) libelous, defamatory, disparaging, tortuous or slanderous materials; (vi) content that denigrates, disparages, or reflects negatively on the USTA, or any of their respective owners and employees, or the sport of tennis; (vii) tobacco, alcohol or drugs; (viii) dangerous stunts; (ix) real weapons of any kind including, but not limited to, guns, knives, or projectiles; (x) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, nationality, religion, disability, sexual orientation, age, or any other basis protected by federal, state, or local law, ordinance, or regulation; and (xi) material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created. Any Submission that does not comply with the foregoing, in the sole discretion of USTA, will be disqualified and eliminated from consideration for a Prize. Compliance with the foregoing requirements shall be determined by USTA in its sole discretion and USTA may, in its sole discretion, remove or discard any Submission.

As a condition of entry, each participant agrees to indemnify and hold the Releasees (as defined below) harmless from and against any and all claims or liability to a third party that arise out of the content of any text, photo or video submitted for the Success Story Giveaway, or the participant’s failure to comply with these Content Restrictions or the Official Rules.

PRIZES. A USTA prize pack with an approximate retail value of One Hundred Dollars (\$100) (the “Prize”) will be awarded to each participant who meets the Submission and Success Story Giveaway eligibility requirements above. A limit of one hundred (100) Prizes for the Success Story Giveaway will be awarded, while supplies last. All Prize pack details shall be determined in the sole and absolute discretion of the USTA. Limit one (1) Prize per person for the Promotion (multiple Prizes will not be awarded if you enter both the Success Story Giveaway and the Proclamation Giveaway).

WINNERS. All winners eligible to receive a Success Story Prize will be determined upon conclusion of the Entry Period. Decisions on each winner’s eligibility are final and binding on all aspects of this Success Story Giveaway and not subject to appeal. The potential Winners will be contacted by email within approximately five (5) business day after conclusion of the Entry Period. USTA reserves the right to request proof of identity, residency and age, and the potential Winner will be deemed to have forfeited the prize if USTA, in its sole discretion, finds that the proof is unsatisfactory. The prize will be forfeited (i) if selected potential Winner does not timely provide the requisite information, return the requisite documents or cannot be reached within two (2) business days from initial notification attempt, (ii) if prize is returned as non-deliverable, and/or (iii) in the event of non-compliance with any of the requirements of these Official Rules.

National Tennis Month Proclamation Terms

HOW TO ENTER. Submit the information required to show that you were responsible for arranging for a proclamation in honor of National Tennis Month from a governmental jurisdiction (i.e., a town, city,

county or state) (the “Submission”). All Submissions must be original and include a copy of the original proclamation. To participate, participants must submit their story via the National Tennis Month Proclamation Template linked below:

https://ustayeqzp.formstack.com/forms/national_tennis_month_proclamation

The Proclamation Giveaway entry period begins at 12:01 AM Eastern Time (“ET”) on May 1, 2025 and ends on June 27, 2025 at 11:59 PM ET (the “Entry Period”).

Limit of one (1) entry per person during the Entry Period. Online entry only. No other method of entry will be accepted. Entrance into the Giveaway through multiple email accounts will disqualify participant from the Giveaway. All entry materials become the property of the USTA and will not be acknowledged or returned.

If you choose to enter via your mobile device, standard data rates may apply. See your wireless provider for pricing plan details. Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person assigned an account by the organization responsible for assigning the applicable email account used at the time of entry. The authorized account holder may be required to provide proof of identity. If a dispute cannot be resolved, the entry will be deemed ineligible. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted.

SUBMISSION GUIDELINES. Submissions must be original work (owned) by participant and not violate the intellectual property of another (however, the proclamation need not be the original work of participant). Submissions may not violate the Content Restrictions. Any Submission that does not comply with the foregoing, in the sole discretion of USTA, will be disqualified and eliminated from consideration. Compliance with the foregoing requirements shall be determined by USTA in its sole discretion and USTA may, in its sole discretion, remove or discard any Submission.

As a condition of entry, each participant agrees to indemnify and hold the Releasees (as defined below) harmless from and against any and all claims or liability to a third party that arise out of the content of any text, photo or video submitted in this Giveaway, or the participant’s failure to comply with the Content Restrictions or the Official Rules.

PRIZES. A USTA prize pack with an approximate retail value of One Hundred Dollars (\$100) (the “Prize”) will be awarded to each participant who meets the Proclamation Giveaway requirements above. Limit one (1) Prize per proclamation. In the event that multiple individuals claim the Prize based on a proclamation, USTA will award the prize to the individual deemed most responsible for encouraging the government entity to issue the proclamation (in the USTA’s sole discretion). A limit of one hundred (100) Prizes for the Proclamation Giveaway will be awarded, while supplies last. All Prize pack details shall be determined in the sole and absolute discretion of the USTA. Limit one (1) Prize per person for the Promotion (multiple Prizes will not be awarded if you enter both the Success Story Giveaway and the Proclamation Giveaway).

WINNERS. USTA reserves the right to request proof of identity, residency and age, and the potential Winner will be deemed to have forfeited the prize if USTA, in its sole discretion, finds that the proof is unsatisfactory. The prize will be forfeited (i) if selected potential Winner does not timely provide the requisite information, return the requisite documents or cannot be reached within two (2) business days from initial notification attempt, (ii) if prize is returned as non-deliverable, and/or (iii) in the event of non-compliance with any of the requirements of these Official Rules.

General Promotion Terms (Applicable to Both Sweepstakes and National Tennis Month Proclamation Giveaway

ELIGIBILITY. The Promotion is open only to legal residents of the 50 United States and D.C. (excluding U.S. Territories), who are 18 years of age or older. Void where prohibited by law. Employees of the United States Tennis Association Incorporated (“USTA”), employees of the USTA Sectional and District Associations, and their respective subsidiaries, affiliates, parent companies, agents, advertising and promotion agencies or any other agencies or entities involved with this Promotion and any member of their respective families (parents, siblings, children, and spouse and their respective spouses) and/or those residing in the same household (whether related or not) of each of the above are not eligible to enter or win. By participating in this Promotion, participants agree to be bound by these Official Rules.

LICENSE. By submitting a Submission, participant grants to USTA a royalty-free, irrevocable, perpetual, sublicensable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display participant’s name and likeness and such entry materials, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including, without limitation, for promotional or marketing purposes, without additional compensation, notification or permission, unless restricted by law. If necessary, participant will sign any necessary documentation that may be required for USTA or its designees to make use of the non-exclusive rights participant is granting to use the entry. Participant recognizes that nothing herein shall be interpreted to require USTA to exercise any of the rights granted hereunder.

GENERAL CONDITIONS. Participants agree to be bound by the terms of these Official Rules and decisions of USTA which are final and binding on all matters relating to the Promotion. By participating, participants release and hold harmless United States Tennis Association Incorporated, its Section and District Organizations and their respective subsidiaries, affiliates promotion, advertising and online technology agencies, prize suppliers and all others associated with the development or execution of the Promotion and the directors, officers, employees or agents of any of the above organizations (the “*Releasees*”) from any and all liability or any injuries, loss or damage of any kind arising from or in connection with participation in the Promotion or acceptance, use, misuse or nonuse of any prize or parts thereof (including, without limitation, activity or travel related thereto), including, without limitation, liability for death, personal injury, damage or loss of any kind, and from liability to any other persons relating to or resulting from entering or downloading materials or software in connection with the Promotion. The *Releasees* do not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority, or if the Promotion cannot take place or if a Prize cannot be awarded due to acts of war, natural disasters, weather, or acts of terrorism. USTA reserves the right to modify the Promotion in any way it deems necessary or appropriate and to cancel the Promotion if it deems necessary or appropriate.

INTERNET. The use of any automated launching or entry software or any other mechanical or electronic means that permits any participant to automatically register and/or enter repeatedly is prohibited. If for any reason the Promotion are not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, USTA reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion for any reason. Should the Promotion be terminated, USTA reserves the right to issue a Prize to all eligible participants as of the date of termination and void any subsequent submissions. *Releasees* assume no responsibility for any error, omission, interruption, deletion,

defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Releasees are not responsible for lost, late, garbled or misdirected entries or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by USTA on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Promotion or downloading any materials in the Promotion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, USTA RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES. EXCEPT WHERE PROHIBITED, PARTICIPANTS AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION OR ANY PRIZE PROVIDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL PARTICIPANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

DATA COLLECTION. All personal information submitted in relation to the Promotion will be handled in accordance with applicable privacy laws, these Official Rules, and the [USTA Privacy Policy](#) which may be found at <https://www.usta.com/en/home/about-usta/who-we-are/national/usta-privacy-policy.html#/purpose-of-use-personal-data>. All information submitted by Participants is subject to, and will be treated in a manner consistent with, the [USTA Terms of Use](#) accessible at <https://www.usta.com/en/home/about-usta/who-we-are/national/usta-terms-of-use.html>. By entering the Promotion, you agree to receive emails and marketing communications from USTA and its partners in accordance with the USTA Privacy Policy and Terms of Use.

MISCELLANEOUS. Participants agree that this Promotion is governed solely by the laws of the State of New York. Any claims arising out of the Promotion shall be governed solely by New York law and may be brought only in a federal or state court in New York. If any provisions of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. USTA trademarks and copyrights are proprietary to the USTA.