

# Hudl AD Package Giveaway at the National Athletic Directors Conference Official Sweepstakes Rules

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE SWEEPSTAKES. ENTRY TO THE SWEEPSTAKES IS FREE; NO PAYMENT OR PURCHASE IS NECESSARY TO ENTER OR WIN, NOR WILL EITHER IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

# Description of the Sweepstakes

Hudl develops and markets sports video hosting and analysis software and hardware to help coaches and athletes win ("**Hudl**"). Hudl, 600 P Street, Suite 400, Lincoln, NE 68508, is the sponsor of the Hudl Athletic Department Package Giveaway Sweepstakes (the "**Sweepstakes**"), a chance for your school to win a Hudl Essentials Athletic Department Package. If you are an eligible Entrant (defined below), you are invited to participate in the sweepstakes.

# **Sweepstakes Period**

The Sweepstakes begins at 11:00 a.m. Mountain Time on December 12, 2021 and ends at 11:30 a.m. Mountain Time on December 13, 2021 (the "Sweepstakes Period"). Hudl's computer is the official time-keeping device for this Sweepstakes.

# Eligibility

An "Entrant" is an individual who has submitted an Entry (defined below) on behalf of a U.S. secondary school for purposes of the sweepstakes. The Sweepstakes is open only to (i) legal residents of the fifty (50) United States and the District of Columbia; (ii) persons who are eighteen (18) years of age or older as of the date of entry; and (iii) persons currently employed as middle and high school athletic directors. Employees of Hudl, its subsidiaries, and affiliated companies, and their immediate family members are ineligible to participate in the Sweepstakes. The term "immediate family member" includes spouses, grandparents, parents, siblings, children, and grandchildren, regardless of where they reside. The Sweepstakes is subject to all applicable federal, state, and local laws and is void where prohibited. Participation in the Sweepstakes constitutes your full and unconditional agreement to these Official Rules. These Rules form a binding legal agreement between Entrants and Hudl with respect to the Sweepstakes.

#### How to Enter

During the Sweepstakes Period, visit the Sweepstakes website at <a href="http://info.hudl.com/national-ad-giveaway-2021">http://info.hudl.com/national-ad-giveaway-2021</a>, follow the on-screen entry instructions, and fill in all required information (an "Entry"). You must fill in all required information to be eligible to win. Limit of one (1) Entry per person will be accepted. All Entries become the property of Hudl.

Multiple Entrants are not permitted to share the same email address. Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified. Use of any automated, robotic, mechanically produced or programmed system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Entry, the authorized account holder of the email used to enter will be deemed to be the Entrant provided that the Entrant meets the eligibility requirements to participate in the Sweepstakes. The "authorized account holder" of an email address is the natural person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

#### Elimination

Any false information provided within the context of the Sweepstakes by an Entrant concerning identity, address, telephone number, email address, or non-compliance with the Official Rules, or the like, may result in an Entrant's ineligibility to participate in the Sweepstakes. Hudl reserves the right to disqualify any Entrant and may refuse to award any prize to any Entrant who is ineligible or has violated any rule, gained unfair advantage in participating in the Sweepstakes, or obtained winner status using fraudulent means. Hudl further reserves the right to disqualify any Entry that it believes, in its sole and unfettered discretion, infringes upon or violates the rights of any third party, otherwise does not comply with these Rules, or violates federal or applicable state or local law.

#### Prize

- 1. One (1) winner will receive a Hudl Essentials Athletic Department Package ("**Prize**") valued at up to \$8,000 for his or her school.
- 2. Hudl reserves the right to substitute the Prize with another prize of equal or greater value, or not to award any winners.
- 3. Should the winner's school be a current Hudl AD package customer above the Essentials level, the winner's schools's account will be credited \$8,000 toward subscription renewal or upgrade upon the conclusion of the current subscription term.
- 4. Should the winner's school be a current Hudl Essentials AD package customer, the winner's school will be awarded an Essentials AD package effective upon the conclusion of the current Essentials AD package term.
- 5. Should the winner's school be a current non-AD package Hudl customer, the winner's school will be awarded an Essentials AD package effective upon the conclusion of the current subscription term.
- 6. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.
- 7. Prizes are awarded "AS IS" with no warranty or guarantee, either express or implied. Each prize is non-transferable and may not be redeemed for cash by the winner.
- 8. Any federal, state and local taxes associated with prize acceptance and use not expressly specified herein as being provided are the sole responsibility of the respective winner.

# Winner Selection & Notification

One winner will be selected by random drawing conducted by Hudl on or about the day after the Sweepstakes Period ends, from all eligible Entries received within the Sweepstakes Period. Eligible Entries are fully completed Entries received during the Sweepstakes Period that otherwise meet the requirements described in the Official Rules. The winner will receive an email or phone call from Hudl on or about the day after the Entry Period ends, of their name being drawn. Upon notification, the winner must claim the Prize by responding to Hudl by phone or by email with the winner's contact information. If the winner does not respond within three (3) days of notification, Hudl may select an alternate winner from the remaining eligible Entries. Only three (3) alternate drawings will be held, after which the Prize will remain un-awarded.

# Winner Requirements

The winner and authorized representative from the winning school will be required to sign an Affidavit of Eligibility, Liability Release, and where legally permissible, a Publicity Release (together with any other documents that may be requested by Hudl), all of which must be returned along with valid proof of age within seven (7) days from the time the winner receives notice from Hudl or an alternate winner for the prize may be chosen. Prior to the provision of the Prize, the winning school will be required to sign and return an order form and agree to the Organization Terms of Service found at https://www.hudl.com/eula.

# Limitations of Liability; Release and Indemnification

Hudl is not responsible for any: (a) telephone, computer system, hardware, software, network or other technical failure, malfunction or error; (b) communication disruption or delays, including those related to or caused by Internet traffic, virus, bug, non-authorized intervention or human error; or (c) damage caused by computer virus or bug, resulting in damage to any computer or cell phone from an Entrant's access or the Sweepstakes website. Hudl further is not responsible for printing or typographical errors in any Sweepstakes-related materials; for stolen, lost, late, misdirected, damaged, incomplete, illegible Entries; or for transactions that are lost, misdirected, or fail to enter into the processing system, or that are processed, reported or transmitted late or incorrectly, or that are lost for any reason, including, without limitation, computer, telephone, paper transfer, or human error; or for electronic, computer, or telephonic malfunction or error.

Each winner acknowledges that Hudl nor its employees, agents, respective subsidiaries or representatives have made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, HUDL RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

By participating in the Sweepstakes, each Entrant agrees to indemnify and hold harmless Hudl and its affiliates, shareholders, subsidiaries, officers, directors, employees, licensees, representatives, agents, successors or assigns (collectively, "Released Parties") from and against any and all injuries,

losses, damages, claims and actions of any kind arising from or relating to participation in the Sweepstakes, or acceptance, possession, use, misuse or nonuse of any Prize that may be awarded, including, without limitation and where permitted by law, actual, direct, indirect, consequential, punitive, special, or other damages.

# Right to Cancel Sweepstakes

In the event Hudl does not receive a sufficient number of eligible Entries, in Hudl's sole discretion, Hudl reserves the right to cancel the Sweepstakes. In the event Hudl does not receive any eligible Entries, Hudl reserves the right to cancel the Sweepstakes. Hudl reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein.

# Right to Use Name, Photo, and Likeness

By accepting the Prize, and except where prohibited, the winner consents to and authorizes the use of the winner's name and/or likeness and/or voice/photograph and municipality of residence for promotion and/or advertising purposes in any and all media, now or hereafter devised, worldwide, in perpetuity, by Hudl for advertising and promotional purposes without additional compensation, notification, or permission, except where legally prohibited.

# Rules; Winners List

To obtain a copy of any legally-required winners list or these Official Rules, send a self-addressed, stamped envelope to:

Hudl AD Package Giveaway at National AD Conference Attn: Allyssa Kipling 600 P Street, Suite 400 Lincoln, NE 68508

Residents of Vermont need not supply postage. The winners list will be available after thirty (30) days from the end of the Sweepstakes Period.

## Governing Law; Dispute Resolution

As a condition of participating in the Sweepstakes, each Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resorting to any form of class action, and any judicial proceeding shall take place in a federal or state district court in Lancaster County, Nebraska; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses (i.e., reasonable costs associated with entering the Sweepstakes), and Entrant further waives any and all rights 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 Entrant and Hudl in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Nebraska, without giving effect to any choice of

law or conflict of law, rules or provisions (whether of the State of Nebraska or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Nebraska.

## Privacy

By entering the Sweepstakes, Entrant agrees to Hudl's use of Entrant's personal information as described in Hudl's Privacy Policy, available at <a href="https://www.hudl.com/privacy">https://www.hudl.com/privacy</a>. The information collected from Entrant may be kept by Hudl to provide Entrant with offers, advertisements, and promotions in the future via email, telephone, cell phone, SMS, or any other method of delivery deemed appropriate by Hudl. De-identified or aggregated Entry information may also be shared with third parties. Entrant may opt out from receiving offers, advertisements, and promotions via mail, email, telephone, cell phone, or SMS by sending Hudl an opt out request via email to <a href="mailtosupport@hudl.com">support@hudl.com</a>, calling (402) 817-0060, or by mailing an opt out request to Allyssa Kipling, 600 P Street, Suite 400, Lincoln, NE 68508. Entrant's opt-out status will not affect his/her chances to win the Sweepstakes.