

Custom Sneaker Contest (the "Contest")

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPACT YOUR OPPORTUNITY TO WIN. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

ELIGIBILITY: The Contest is open only to legal residents of the United States (the “**Eligible Territory**”) who are eighteen (18) years of age (except in the case of residents of jurisdictions where the legal age of majority is greater than eighteen (18) years, such legal age of majority) or older at the time of entry. Employees, officers, and directors and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and members of the same household (whether or not related) of The Big 12 Conference, Inc. (“**Sponsor**”), Kickstadium, Texas Christian University and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any other entity associated with the Contest are not eligible to participate or win a prize. Any individuals who have won prizes from promotions sponsored by Sponsor ninety (90) days prior to the beginning of the Contest Entry Period are not eligible to enter or win a prize. The Contest is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation. By participating in this Contest, participants agree to be bound by these official rules (“**Official Rules**”) and by the decisions of the Sponsor in all matters relating to the Contest.

ENTRY PERIOD: The Contest entry period begins on January 8, 2023 at 2:00 p.m. Central Time (“**CT**”) and ends on January 8, 2023 at 11:59 p.m. CT (the “**Entry Period**”). Enter via Instagram and/or Twitter, as described below. No other method of entry will be accepted. Limit one (1) entry per person/Instagram account or per person/Twitter account. Additional entries beyond the specified limit will be void.

HOW TO ENTER (INSTAGRAM): To enter, you must have a valid Instagram account and be a follower of @Big12Conference (the “**Sponsor Instagram Account**”). During the Entry Period, the Sponsor Instagram Account will publish an Instagram post that invites entries into the Contest (the “**Instagram Invitation Post**”). Using your Instagram account, comment on the Instagram Invitation Post, tag @Big12Conference, @Kickstadium and @TCUfootball in your comment, and include the hashtag #NattyFrogs in your comment (“**Instagram Entry**”). Your Entry must remain publicly posted as a comment through the Judging Date and must comply with the Content Restrictions (as set forth below) and Instagram’s Terms of Use, available at help.instagram.com. All information submitted via the Instagram platform is subject to Instagram’s privacy policy and Instagram’s Terms of Use, available at help.instagram.com. All information submitted via Instagram and shared with Sponsor per your Instagram account settings, or submitted directly to Sponsor in connection with the Prize Notification process, is subject to, and will be treated in a manner consistent with, Sponsor’s Privacy Policy, accessible at www.big12sports.com. If you do not have an Instagram account, you may register for one, for free, at Instagram.com. Data and usage rates may apply to the download and use of the Instagram mobile application. The time of receipt of any Instagram entry shall be the time such entry is made available to Sponsor via the Instagram platform. Sponsor's computer shall be the official clock of the

Contest. Any entries that do not comply with the Content Restrictions or otherwise with these Official Rules and any that are removed or hidden prior to the Judging Date are void. Failure to follow any Contest instructions provided by the Sponsor Instagram Account or these Official Rules may result in disqualification.

HOW TO ENTER (TWITTER): To enter, you must have a valid Twitter account and be a follower of @Big12Conference (the “**Sponsor Twitter Account**”), the Sponsor Twitter Account will publish a Twitter post which invites entries into the Contest (the “**Twitter Invitation Post**”). Using your Twitter account, re-tweet the Twitter Invitation Post, tag @Big12Conference, @Kickstadium and @TCUfootball, and include the hashtag #NattyFrogs in your comment (“**Twitter Entry**”). All information submitted via Twitter and shared with Sponsor per your Twitter account settings, or submitted directly to Sponsor in connection with the Prize Notification process, is subject to, and will be treated in a manner consistent with, Sponsor’s Privacy Policy, accessible at [www. Big12sports.com](http://www.Big12sports.com). If you do not have an Twitter account, you may register for one, for free, at [Twitter.com](https://twitter.com). Data and usage rates may apply to the download and use of the Twitter mobile application. The time of receipt of any Twitter entry shall be the time such entry is made available to Sponsor via the Twitter platform. Sponsor's computer shall be the official clock of the Contest. Any entries that do not comply with the Content Restrictions or otherwise with these Official Rules and any that are removed or hidden prior to the Judging Date are void. Failure to follow any Contest instructions provided by the Sponsor Twitter Account or these Official Rules may result in disqualification.

SUBMISSION REQUIREMENTS: You must submit your Entry as directed during the Contest Entry Period. By submitting a Entry, each entrant represents and warrants that his/her Entry as of the date of submission, he/she owns all right, title, and interest in the Entry or has all necessary rights in the Entry in order to submit it in accordance with these Official Rules.

JUDGING: On or about January 9, 2023, two (2) potential winner(s), one from each of Instagram and Twitter, will be randomly selected from all eligible entries received during the Entry Period. Sponsor will attempt to notify the potential winner(s) on or about January 9, 2023 via direct message using either Instagram or Twitter depending on the Entry and such potential winner(s) must respond within the time period indicated in the initial notification. Potential winner(s) may be required to sign and return documents requested by Sponsor, including but not limited to, an affidavit of eligibility and liability and publicity release (unless prohibited by law). If a potential winner (i) is determined to be ineligible, (ii) fails to respond to the initial verification message within seven (7) business days of notification or after three (3) attempts (whichever occurs first), (iii) fails to return all required documentation fully executed within the specific period of time, (iv) is not in compliance with these Official Rules, or (v) declines to accept the prize, the potential winner forfeits the prize in its entirety and an alternate winner may be selected at Sponsor’s sole discretion and time permitting. The prize will be shipped to winner(s) at the address provided at time of winner confirmation.

PRIZE: One pair of Custom Painted Sneakers (the “Prize Package”). Approximate retail value (“ARV”): \$1000 each Prize Package. Total ARV of all prizes: \$2000. All prize details shall be determined in the sole and absolute discretion of Sponsor. Prize is awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winner is solely responsible for all federal, state, local, or other applicable taxes as well as all costs and expenses associated with acceptance and use of a prize not specified herein as being provided. All costs and expenses associated with prize acceptance and use

which are not specifically included in the prize descriptions above are the sole responsibility of the winner. The prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. The prize may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture. All prize details are at Sponsor's sole discretion. Limit one (1) prize per person. Sponsor is under no obligation to award more than the number of prizes stated herein. Nothing herein will obligate Sponsor to make any use of any of the rights set forth herein.

CONTENT RESTRICTIONS: Entrants must not include any of the following in any Entry: (a) vulgarity, profanity, nudity, or material which is adult-oriented, sexually-explicit, indecent, or inappropriate; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) false, libelous, defamatory, disparaging, tortious, or slanderous materials; (f) content that denigrates, disparages, or reflects negatively on the Sponsor, Kickstadiums or TCU, their owners and employees, or the game of football; (g) tobacco, e-cigarettes, alcohol, or drugs; (h) dangerous stunts or real weapons of any kind, including but not limited to guns, knives, or projectiles; (i) material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by law, ordinance, or regulation; (j) any individual under legal age of majority without providing a signed release from his/her parent or legal guardian; (k) audio, visual, and/or multimedia content owned by any third party (*e.g.*, recorded music, pre-produced video, etc.); and (l) material that is unlawful or otherwise in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created, including but not limited to laws relating to rights of privacy or publicity. Any Entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

NOTIFICATION: The potential winners will be notified via direct message to the Instagram or Twitter account (depending on the Entry platform and as determined by Sponsor) provided at the time of entry (the "**Prize Notification**"). In the event that any potential winner does not respond to Prize Notification within three (3) days of the date of issuance or declines the prize for any reason, a disqualification will result, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be chosen from among all remaining eligible Submissions.

CONTEST ADMINISTRATION: Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. Sponsor's computer will be the official clock of the Contest. All decisions by Sponsor regarding the Contest shall be final and binding in all respects.

GENERAL CONDITIONS: By participating in the Contest, each entrant agrees that the Sweepstakes Parties, and their respective parents, subsidiaries, affiliates, advertising agents and promotional partners, and all of their respective officers, directors, employees, representatives and agents (collectively, "**Released Parties**") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes. Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, illegible, postage-due, mutilated, incomplete or delayed entries, emails, mail or other communications, all of which will be void. Released Parties are also not responsible for problems related to unauthorized human intervention or for technical

malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, traffic congestion on the internet or any website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications, which may prevent the receipt of an entry or otherwise limit an entrant's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prize(s) or in any Contest-related materials. As a condition of entering, each entrant agrees (and agrees to confirm in writing if requested by Sponsor) that to the fullest extent permitted by applicable law: (i) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, indirect, special, exemplary, or consequential damages and (ii) that any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Furthermore, as a condition of entering, each entrant agrees that submission of an Entry constitutes permission to use the entrant's name, image, likeness, voice, biographical information, and any testimonial statement provided by entrant for purposes of advertising, marketing, and trade, in any medium in connection with the Contest, without further notice, approval, or compensation, unless prohibited by law.

Sponsor reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) in the event Sponsor is prevented from executing the Contest as contemplated herein by any event beyond Sponsor's control, including but not limited to: fire; flood; earthquake; explosion; public health epidemic or crisis; labor dispute or strike; act of God or public enemy; network or equipment failure; riot or civil disturbance; terrorist threat or activity; war (declared or undeclared); court order; or federal, state, or local government law, order, or regulation. Sponsor also reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes or events corrupt administration, security, fairness, integrity, or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the winner and award the prize by judging all non-suspect, eligible entries received up to the time of cancellation. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT AND SPONSOR AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Entries generated by a script, macro, or other mechanical or automated means will be disqualified.

ARBITRATION; CLASS ACTION WAIVER: As a condition of entering this Contest, each entrant agrees that (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Contest or any prizes awarded (each, a "**Claim**") shall be (i) arbitrated on an individual basis only

and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party and (ii) settled by binding arbitration in Dallas, Texas before a single arbitrator appointed by JAMS in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, U.S.A, applicable to contracts entered into and performed exclusively in that State.

WINNER LIST: For the winner's name, send an email to Contest@big12sports.com by no later than March 1, 2023.

SPONSOR: The Sponsor of this Contest is The Big 12 Conference, Inc., 400 E. John Carpenter Freeway, Irving, TX, 75093.