

OFFICIAL RULES
Miss USA Guest of Honor: Miss Universe
Competition

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CONSUMER DISCLOSURE

THIS IS A BINDING CONTRACT. YOUR CONTINUED PARTICIPATION AS AN ENTRANT, COMPETITOR, VOTER, OR WINNER IN THE COMPETITION (AS DEFINED BELOW) IN ANY

MANNER SIGNIFIES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE RULES, THE TERMS OF USE, AND THE PRIVACY POLICY, IN WHATEVER FORM THEY MAY CURRENTLY EXIST. AS SUCH, PLEASE READ THIS AGREEMENT IN ITS ENTIRETY.

THESE RULES GOVERN WHAT CLAIMS YOU CAN BRING, WHAT DAMAGES YOU CAN CLAIM, AND HOW DISPUTES BETWEEN YOU AND THE COMPETITION ENTITIES RELATING TO YOUR PARTICIPATION AS AN ENTRANT, COMPETITOR, VOTER, OR WINNER (COLLECTIVELY, A "PARTICIPANT") IN THE COMPETITION WILL BE RESOLVED. THE SECTIONS OF THESE RULES TITLED "WAIVER AND LIMITATIONS OF LIABILITY" AND "DISPUTE RESOLUTION AND MANDATORY ARBITRATION" EXPLAIN WHAT CLAIMS YOU ARE WAIVING, WHAT DAMAGES YOU CAN CLAIM, AND CONTAIN AN ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION, WHICH STATES THAT YOU AND THE COMPETITION ENTITIES (EACH A "PARTY" AND, COLLECTIVELY, THE "PARTIES") MUST ARBITRATE INSTEAD OF GOING TO COURT BEFORE A JUDGE OR JURY AND THAT ALL SUCH ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER, OR OTHERWISE ON BEHALF OF OTHERS, IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

PLEASE NOTE THAT THE DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, GOVERNING LAW, AND DISPUTE RESOLUTION PROVISIONS CONTAIN IMPORTANT LIMITATIONS ON OUR LIABILITY AND REQUIRE ARBITRATION UNDER THE LAWS OF THE STATE OF FLORIDA, AS FURTHER DESCRIBED IN THESE RULES.

COMPETITION ORGANIZER

BDE MISS USA, LLC dba Miss USA (the "Operator"), a Delaware limited liability company, administers guestofhonor.missusa.com (the "Website") and operates the Miss USA Guest of Honor: Miss Universe competition (the "Competition"). Operator may be reached at 777 Brickell Avenue, Suite 500, Miami, FL 33131 or via email at techsupport@missusa.com.

The Competition is administered on Operator's behalf by Suroh Group LLC (the "Administrator"). Administrator is the merchant of record for purchases made through the Website and provides payment processing and related transaction services on Operator's behalf, and the name of Administrator, a payment descriptor such as Slate Contests, or the name of a third-party payment processor may appear on a Voter's payment statement. All purchases made through the Website are made as part of the Competition operated by Operator and are governed by these Rules, regardless of the entity or payment processor used to facilitate or process the transaction. References in these Rules to the Competition Entities include the Administrator.

IMPORTANT NOTICE

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS COMPETITION.

Individuals registering to compete (each an "Entrant" and collectively, the "Entrants") are not required to pay an entry fee, cast a vote, or tender any payment of any kind to enter the Competition.

Individuals submitting votes (each a "Voter" and collectively, the "Voters") are not required to pay to cast a vote, although a Voter may elect to purchase additional votes in order to vote more than once per day during the Competition. Void where prohibited or otherwise restricted by applicable law. Vote purchases are limited to individuals who are eighteen (18) years of age or older.

By entering or voting in this Competition, Entrants and Voters unconditionally accept and agree to abide by and be bound by these rules (the "Rules"), the Terms of Use, the Privacy Policy, and any decision(s) of Operator. Eligible Entrants who timely complete registration during the entry period and satisfy all requirements of these Rules will be admitted into the Competition as Competitors, subject to verification, eligibility review, vote validation, and disqualification rights reserved by Operator under these Rules.

Public voting (votes cast by the public) will determine which Competitors advance through designated public voting rounds and, where applicable, to any judging round described in these Rules. The prize(s) described in these Rules will be awarded in accordance with these Rules. Any violation of the Rules or the Terms of Use may, at Operator's sole discretion, result in disqualification. All decisions of Operator, and all judging decisions where applicable, are final and binding in all respects.

ALL DATES AND TIMES SET FORTH IN THESE OFFICIAL RULES ARE APPROXIMATE UNLESS OTHERWISE EXPRESSLY STATED. OPERATOR RESERVES THE RIGHT TO EXTEND DEADLINES, ADJUST ROUND TRANSITION TIMES, AND CONDUCT ADMINISTRATIVE REVIEW, TABULATION, AND VOTE VALIDATION AS REASONABLY NECESSARY FOR THE FAIR ADMINISTRATION OF THE COMPETITION.

WHO MAY PARTICIPATE

The Competition is open only to individuals who are legal residents of the fifty (50) United States or the District of Columbia and who are eighteen (18) years of age or older ("Eligible Entry Age") at the time of entry. Additional eligibility restrictions are set forth below. Void where prohibited or otherwise restricted by applicable law.

Officers, directors, and/or employees of Operator, Operator's parent companies, any sponsors, and any prize providers (collectively, the "Competition Entities"), and their respective immediate family members (defined as spouse, parent, child, or sibling), are ineligible to participate in the Competition as Competitors or Voters.

Any individual who has been declared a winner of this Competition within the past twenty-four (24) months, measured from the date that prior winner was announced, is ineligible to enter or participate as a Competitor in the Competition.

Operator will take all reasonable steps to prevent ineligible Entrants and/or Competitors from entering and/or participating in the Competition. Operator reserves the right, in its sole and absolute discretion, to deem an Entrant ineligible to enter the Competition, or a Competitor ineligible to continue in the Competition, at any time and for any reason whatsoever consistent with these Rules, including due to the Entrant's or Competitor's inability to fulfill any obligation required by Operator and these Rules. By entering the Competition, Entrants/Competitors agree to Operator's use of their name, biographical information, and the Competitor Content (as defined below) in connection with the Competition and related promotional uses as described in these Rules.

BY REGISTERING TO ENTER THE COMPETITION, ENTRANTS/COMPETITORS REPRESENT AND WARRANT THAT THEY HAVE READ AND AGREE TO THESE RULES, MEET ALL ELIGIBILITY REQUIREMENTS, AND OWN OR OTHERWISE CONTROL ALL RIGHTS NECESSARY TO SUBMIT THEIR ENTRY MATERIALS AND TO GRANT THE RIGHTS DESCRIBED IN THESE RULES. INVALID, FALSE, DECEPTIVE, INCOMPLETE, OR NON-COMPLIANT ENTRIES OR PROFILES SHALL RENDER THOSE ENTRIES OR PROFILES INELIGIBLE AND APPLICABLE VOTES VOID, IN OPERATOR'S SOLE DISCRETION. OPERATOR SHALL NOT BE LIABLE FOR ITS REASONABLE RELIANCE ON ENTRANTS'/COMPETITORS' REPRESENTATIONS AND WARRANTIES.

NOTICE: YOU HAVE NOT YET WON.

ENTRY AND REGISTRATION

To enter, Entrants must visit guestofhonor.missusa.com and complete and submit the official entry form during the registration period. Entrants must provide all requested information, including, at a minimum, one (1) photograph of the Entrant meeting Operator's specifications (the "Submitted Photograph"), submitted using the upload tool and instructions provided on the Website. Entrants may, but are not required to, upload additional photographs.

Registration opens on September 23, 2026 at 12:00 p.m. ET and remains open through October 16, 2026 at 11:59 p.m. ET (the "Entry Deadline"). Eligible Entrants who submit a qualifying entry while registration is open and satisfy all requirements of these Rules will be admitted into the Competition as Competitors on a rolling basis, subject to eligibility verification, fraud review, and disqualification rights reserved by Operator under these Rules, and may begin receiving votes upon admission.

Upon submitting an entry form, Entrant agrees that Operator may contact the Entrant/Competitor by email, text message, and/or telephone for any purpose relating to the Competition, including to request resubmission of the Submitted Photograph or to request that the Entrant submit additional photographs ("Additional Photographs"). Entrants/Competitors may contact Operator or reply "STOP," where applicable, to withdraw consent to receive text messages at any time.

By entering the Competition, Entrant represents and warrants that the Entrant is of Eligible Entry Age and owns or otherwise controls all rights necessary in the Submitted Photograph and any other submitted materials to grant the rights described herein. Submission of a qualifying entry grants Operator, and those acting on Operator's behalf, a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, publish, display, distribute, edit, adapt, modify, excerpt, and otherwise exploit the entry, the Submitted Photograph, any Additional Photographs, and any other photographs, videos, or other content or materials uploaded or submitted by the Entrant/Competitor in connection with the Competition, including to the Entrant's/Competitor's profile or content gallery at any time during the Competition (collectively, the "Competitor Content"), and the Entrant's name, likeness, voice, image, and biographical information in any manner reasonably related to the administration, promotion, advertising, publicity, recap, archival display, and exploitation of the Competition, the Website, the Miss USA brand, and future competitions operated under that brand, in any and all media now known or hereafter devised, without additional notice, permission, or compensation, except where prohibited by law.

The foregoing license includes the right of Operator to authorize its parents, affiliates, successors, assigns, licensees, service providers, contractors, sponsors, production partners, and agents to exercise such rights in connection with the Competition and related promotional uses. Entrant retains ownership of the underlying Competitor Content, subject to the rights granted to Operator in these Rules.

Competitor Content must not infringe or violate any right of any person or entity, including copyright, right of publicity, and right of privacy, and must not contain obscene or otherwise offensive content, content that depicts or promotes violence or illegal activity, third-party branding, or the personal information of any third party, as determined in Operator's sole discretion. Photographs of the Entrant must accurately depict the Entrant's actual appearance; images that Operator determines were generated by artificial-intelligence tools, or edited in a way that materially misrepresents the Entrant's appearance, are not eligible entry materials, and Operator may remove or require replacement of any such image at any point in the Competition. Once admitted, each Competitor must keep an Operator-approved image displayed on their profile page at all times for the duration of their participation.

Only one (1) entry per person will be accepted; all subsequent entries will be disregarded and any duplicates removed. One (1) Entrant per entry submission is permitted. In the event of any dispute regarding the identity of the person who submitted an entry or cast a vote, the entry or vote will be deemed to have been made by the authorized holder of the account, email address, or mobile phone number used to submit it, and Operator may require satisfactory proof of that identity. After entering the Competition, the Submitted Photograph and other entry materials may be placed on the Website and viewed by visitors to the Website.

UPON ENTRY INTO THE COMPETITION, COMPETITORS SHALL BE PROHIBITED FROM PURCHASING VOTES FOR THEMSELVES, USING A COMPETITOR'S FUNDS FOR THE PURCHASE OF VOTES CAST FOR THAT COMPETITOR, OR CASTING PAID VOTES FOR THEMSELVES.

VOTING

COMPETITORS ARE NOT PERMITTED TO PURCHASE VOTES, OR CAST PAID VOTES, FOR THEMSELVES. COMPETITORS ARE ALSO PROHIBITED FROM USING A COMPETITOR'S FUNDS

FOR THE PURCHASE OF VOTES CAST FOR THAT COMPETITOR. COMPETITORS FOUND PURCHASING VOTES FOR THEMSELVES, USING THE COMPETITOR'S FUNDS FOR THAT PURPOSE, OR CASTING PAID VOTES FOR THEMSELVES MAY BE SUBJECT TO DISQUALIFICATION. ALL VOTERS PURCHASING VOTES MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER ON THE DATE THEIR VOTES ARE PURCHASED OR CAST.

Voters may participate in voting as follows: (a) all Voters may receive one (1) free vote every twenty-four (24) hours per Competitor, which may be cast for any Competitor of their choosing, after Operator verifies Voter eligibility via email address verification, payment method verification, or such other verification methods as accepted by Operator; and/or (b) Voters of eligible age may make purchases through the Website that include additional votes for one (1) or more Competitors, as described below. Operator may, in its sole discretion, offer limited-time promotional voting opportunities during designated public voting rounds. The timing, availability, and terms of any promotional voting opportunity will be posted on the Website. "Qualifying Votes" are those placed in accordance with these Rules and the Terms of Use, both of which can be found on the Website.

Purchases offered in connection with voting are sales of access to digital content, not sales of votes. Each purchase unlocks access to the featured Competitor's content gallery at the tier stated at checkout and includes, as a stated component of that purchase, a number of votes that are applied to that Competitor. Gallery content is created and uploaded by Competitors; the amount, nature, and timing of content varies by Competitor and may change during the Competition, and Operator makes no representation or warranty as to the quantity or nature of content available in any gallery at any time. An unlock grants access to the applicable gallery as it exists at the time of purchase and as it may be updated during the Competition. A purchaser who has already unlocked the applicable gallery or tier receives, on a further purchase, the stated votes and continued access to that gallery, and acknowledges that the further purchase may not include additional content. Operator may require a Competitor to publish a minimum amount of gallery content before purchases featuring that Competitor are offered. All purchases are subject to the No Refund Policy.

Operator may designate one or more multiplier windows during a voting round (for example, the final voting day of a round) during which each vote counts as two (2) votes. The timing and terms of each multiplier window will be announced on the Website and/or by text message to opted-in Participants no later than the start of the window, and each window applies uniformly to all Competitors in the affected round.

Operator may offer designated tasks (for example, completing a Competitor profile) that award a stated number of votes to a Competitor upon verified completion. Each available task, its completion window, and the votes awarded will be stated on the Website, and the same tasks and awards are available to all Competitors in the affected round on the same terms. Votes awarded for tasks are Qualifying Votes once verified.

Competitors may encourage friends, family, followers, and other members of the public to vote for them, provided that no Competitor may offer or provide compensation of any kind, monetary or otherwise, directly or indirectly, in exchange for votes. Votes obtained through any offer of compensation are void, and Operator may disqualify any Competitor determined to have solicited votes in this manner. Votes associated with a payment that is declined, disputed, charged back, or otherwise reversed are void and will be removed from the associated Competitor's total; repeated payment reversals may result in the Voter and/or the benefiting Competitor being disqualified.

The advancing Competitor(s) of each public voting round of the Competition will be determined based upon the number of Qualifying Votes received, with those receiving the highest number of Qualifying Votes advancing from that round, unless otherwise expressly provided in these Rules for any judging round. Automated, robotic, or "bot" voting of any kind is not an accepted form of voting and any such votes discovered will not be counted. If automated voting activity is detected, the associated individual, IP address, email address, and mobile phone number may be banned from voting. Operator reserves the right, at its sole discretion, to disqualify any Competitor suspected of encouraging, soliciting, or otherwise knowingly participating in such activity, or any other voting activity Operator deems unfair and/or in

violation of these Rules and/or the Terms of Use, and to disqualify any individual found to be tampering with the entry or voting process or the operation of the Competition.

COMPETITION SCHEDULE

All dates and times referenced in these Rules are in Eastern Time.

Competitors are placed into groups in the order they are admitted to the Competition. During the first public voting round, each group contains up to twenty (20) Competitors. A group is released, and voting for that group begins, when the group is filled, or upon such earlier release as Operator determines to be reasonably necessary for the administration of the Competition. Any group that has not been filled at the Entry Deadline will be released at that time. Each round begins and ends on the calendar dates stated below and applies to all groups, regardless of when each group was released. In each subsequent round, advancing Competitors are placed into groups of up to the size stated for that round, in Operator's sole discretion; groups may be of unequal size, and a group may proceed with fewer Competitors as reasonably necessary for the administration of the Competition. Competitors may begin receiving votes only when their group's voting round is open.

At the close of each public voting round, Operator may conduct a vote validation and tabulation period before confirming advancing Competitors and opening the next round. Unless otherwise expressly stated in these Rules, votes reset at the beginning of each new public voting round. In the event that two or more Competitors receive an equal number of Qualifying Votes in any public voting round, Operator will determine the advancing Competitor based upon the earlier timestamp of the tying vote or such other neutral tie-breaking method as Operator may establish and apply uniformly.

- **Registration and Round 1 Voting** (begins September 23, 2026 at 12:00 p.m. ET and ends October 18, 2026 at 11:59 p.m. ET): Registration is open through the Entry Deadline of October 16, 2026 at 11:59 p.m. ET, and public voting is open for admitted Competitors, in groups of up to twenty (20), through the end of the round. At the close of the round, the top twelve (12) Competitors by Qualifying Votes in each group advance to Round 2, and all remaining Competitors advance to the Wildcard Round.
- **Round 2** (begins October 19, 2026 at 12:00 a.m. ET and ends October 25, 2026 at 11:59 p.m. ET): Advancing Competitors compete in groups of up to twelve (12). The top six (6) Competitors by Qualifying Votes in each group advance to the Quarterfinals; all remaining Competitors in this round are eliminated.
- **Wildcard Round** (runs concurrently with Round 2; begins October 19, 2026 at 12:00 a.m. ET and ends October 25, 2026 at 11:59 p.m. ET): Competitors who did not advance to Round 2 compete in groups of up to ten (10). The top three (3) Competitors by Qualifying Votes in each group advance to the Quarterfinals; all remaining Competitors in this round are eliminated.
- **Quarterfinals** (begins October 26, 2026 at 12:00 a.m. ET and ends November 1, 2026 at 11:59 p.m. ET): Competitors advancing from Round 2 and the Wildcard Round are combined and compete in groups of up to ten (10). The top four (4) Competitors by Qualifying Votes in each group advance to the Semifinals; all remaining Competitors are eliminated.
- **Semifinals** (begins November 2, 2026 at 12:00 a.m. ET and ends November 8, 2026 at 11:59 p.m. ET): Advancing Competitors compete in groups of up to seven (7). The top three (3) Competitors by Qualifying Votes in each group advance to the Finals; all remaining Competitors are eliminated.
- **Finals** (begins November 9, 2026 at 12:00 a.m. ET and ends November 13, 2026 at 11:59 p.m. ET): All finalists compete on a single leaderboard. The Competitor receiving the highest number of Qualifying Votes in the Finals will be the Winner. The winner will be announced on or before November 16, 2026.

ADVANCEMENT AND NOTIFICATION

Round results and advancement are published on the Website, including through the Competitor dashboard, and advancing Competitors may additionally be notified by text message (for Competitors who have opted in to text messages), email, or other means reasonably calculated to provide notice. Any Competitor who is the recipient of a prize (each a "Winner" and, collectively, "Winners") will be notified directly by email, telephone, text message, or other means reasonably calculated to provide notice. Entrants/Competitors/Winners consent to a background check that may be performed, at the sole discretion of Operator, to verify information provided, confirm eligibility and compliance with these Rules, and/or evaluate suitability in connection with the Competition and the associated brand. If selected as a Winner, your information may also be included on the Website and/or on a publicly available "Winners List." Winner(s), finalists, and/or advancing Competitors may be selected by public voting, judging, or a combination of both, as set forth in these Rules. Winner selection is not subject to random chance.

In the event that, due to a technical, printing, or administrative error, more advancement or prize notifications are issued than the number of advancing positions or prizes stated in these Rules, Operator will recognize only the stated number, determined among the holders of valid claims by the highest number of Qualifying Votes or, where applicable, the Judges' ranking. No notification issued in error creates any entitlement to advancement or to a prize.

PRIZE

There will be one (1) verified winner in the Competition (the "Winner"). The Winner will be the Competitor receiving the highest number of Qualifying Votes in the Finals, as described in these Rules.

The Winner will receive a prize package with an approximate retail value ("ARV") of \$5,200 to \$6,600, consisting of: (a) two thousand five hundred dollars (\$2,500), awarded in cash or by check (value \$2,500); (b) round-trip economy air travel for the Winner and one (1) guest from the major airport nearest the Winner's residence to San Juan, Puerto Rico (estimated value \$800 to \$1,200); (c) two (2) nights of standard hotel accommodations in San Juan, Puerto Rico for the Winner and guest, November 23 to November 25, 2026 (estimated value \$600 to \$900); (d) two (2) tickets to the Miss Universe competition event (estimated value \$800 to \$1,200); and (e) professional hair and makeup styling for the Winner by a celebrity stylist for the event (estimated value \$500 to \$800). The total ARV of all prizes awarded in the Competition will be no less than \$5,200 and no greater than \$6,600.

Travel and event dates shall be determined by Operator in its sole discretion. Each Winner must be available to travel on the dates designated by Operator and must have all necessary travel documents at that time. Travel components consist only of the items expressly stated above; each Winner is solely responsible for any expenses not expressly stated as part of the prize, including baggage fees, incidental charges, additional meals, gratuities, personal expenses, travel insurance, and any transportation not expressly provided by Operator. Any changes in travel arrangements after booking, or any costs arising from a Winner's request to alter travel plans, shall be the sole financial responsibility of the requesting Winner. If a guest is permitted, the guest must travel on the Winner's itinerary and may be required to sign a liability and publicity release; the Winner is responsible for the conduct of their guest, and a guest's violation of these Rules or of applicable venue or event policies is treated as a violation by the Winner, which may result in removal from the trip or event at the Winner's own expense.

Any prize component consisting of participation in or access to a third-party event is subject to scheduling, venue rules, production requirements, eligibility verification, wardrobe, conduct standards, and availability, all as determined by Operator and the applicable event producers in their sole discretion.

If any prize component becomes unavailable for any reason, including force majeure, production changes, talent unavailability, venue restrictions, or other circumstances beyond Operator's control, Operator reserves the right to substitute a prize component of equal or greater value or, at Operator's sole discretion, provide a cash equivalent for the affected portion of the prize. To the extent that any United States federal, state, or local taxes apply to the value of any prize, each Winner is solely responsible for the reporting and payment of such taxes.

If any Winner is unavailable, fails to timely return required documents, or is otherwise found ineligible, Operator may disqualify that Winner and select an alternate from among the remaining eligible finalists based upon the next-highest number of Qualifying Votes received in the final round. This process may continue until the required number of Winners is confirmed.

WINNER ACKNOWLEDGMENT

Winners will be announced on the Website. By agreeing to appear as a Winner in the Competition, each Winner consents to the use of their name, photographs and videos (including photo shoots, filming, interviews, and similar activities), likeness, and/or biographical information for advertising, trade, publicity, and promotional purposes in connection with the Competition and the associated brand(s), in print and digital materials, in any and all media now known or hereafter discovered, without territorial or time limitations and without additional compensation, except where prohibited by law.

By accepting a prize, each Winner acknowledges compliance with these Rules. Actual or appraised value of any prize may differ from any stated ARV at the time of award; no Winner will receive the difference between the actual value of any prize or prize component and its stated ARV. In the event of an occurrence beyond Operator's control, including force majeure, Operator may elect, in its sole discretion, to offer a cash equivalent for any portion of the prize in substitution for the prize component described in these Rules.

A Winner may refer to themselves using the Competition's winner title in written or descriptive materials, provided such use is purely non-commercial and does not suggest or create any confusion that Operator or any Competition partner endorses or participates in that use.

ANCILLARY PROMOTIONS

Operator may, in its sole discretion, run additional limited promotions during the Competition (each an "Ancillary Promotion"). Before an Ancillary Promotion begins, and for its duration, Operator will post on the Website: who may participate; the promotion period; how and when any winner of the Ancillary Promotion is determined; and the prize offered, together with any conditions on its use or redemption. These Rules govern each Ancillary Promotion except to the extent the posted terms for that Ancillary Promotion state otherwise. Any Ancillary Promotion in which a winner would be selected wholly or partly by chance will be conducted only under separate official rules published for that promotion.

STANDARDS OF CONDUCT

FAILURE TO COMPLY WITH THESE RULES AND/OR THE TERMS OF USE MAY RESULT IN DISQUALIFICATION. Operator reserves the right, in its sole discretion, to take action against any individual participating in the Competition as a Competitor or Voter, including removal from the Competition or the voiding of votes, for reasons including: (a) acting in any manner deemed by Operator to be in violation of these Rules or the Terms of Use; (b) acting in any manner deemed by Operator to be harmful to the Competition or other Competitors; or (c) acting in any manner deemed by Operator to be unsportsmanlike, disruptive, and/or with intent to annoy, abuse, threaten, or harass any other person or entity, including Operator. Operator also reserves the right, at its sole discretion, to disqualify any individual found to be harming, tampering with, or undermining the entry or voting process, the operation of the Competition, or otherwise in breach of these Rules and/or the Terms of Use. ANY ACTION BY AN ENTRANT, COMPETITOR, VOTER, OR ANY OTHER INDIVIDUAL THAT DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND, SHOULD SUCH ACTION OCCUR, OPERATOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

WINNER REQUIREMENTS AND CONSENT

Any potential Winner (each, a "Potential Winner") will be required to execute an affidavit of eligibility, a liability/publicity release, a Competitor release, and such other documents as Operator may require (collectively, the "Prize Claim Documents"). If any Potential Winner fails or refuses to sign and return all required Prize Claim Documents within seven (7) days of the delivery of prize notification(s), or within any shorter period stated in the prize notification where a prize component is scheduled to occur before that period ends, such Potential Winner may be disqualified and an alternate may be determined and selected in accordance with these Rules.

If selected as a Winner or alternate, you consent to your information being included in a publicly available "Winners List." Except where prohibited, acceptance of a prize constitutes the Winner's irrevocable consent to Operator, its agents, successors, assigns, and designees to use the Winner's name, likeness, photograph, voice, statement, opinions, biographical information, prize information, and/or state/city of residence for advertising, promotional, and publicity purposes in any and all media or formats, worldwide, in perpetuity, without any further permission, notification, payment, or consideration, except for the awarding of the prize to the Winner.

Operator is not responsible for any failure by any Participant to notify Operator of a change in contact information. By accepting a prize, each Winner agrees to conduct themselves in accordance with all applicable laws and generally accepted social practices while participating in any Competition-related activity. Operator may, in its sole discretion, disqualify or remove a Winner or Potential Winner at any time if Operator determines that the individual's conduct is disruptive or inappropriate; has caused, or is reasonably likely to cause, damage to any person, property, or the reputation of Operator or any Competition partner; is the subject of credible public reporting of misconduct reasonably likely to harm the reputation of Operator or any Competition partner; or involves conviction of, or a plea of no contest to, a felony or a crime involving dishonesty or moral turpitude. By entering, all Entrants/Competitors agree to cooperate reasonably with any background check conducted under these Rules.

WAIVER AND LIMITATIONS OF LIABILITY

PARTICIPANTS (INCLUDING ENTRANTS, COMPETITORS, VOTERS, AND WINNERS) AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPERATOR, ITS PARENT COMPANIES, AFFILIATES, SPONSORS, PRIZE PROVIDERS, PRODUCTION PARTNERS, SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, THE "COMPETITION ENTITIES") BE LIABLE OR OBLIGATED TO ANY ENTRANT, COMPETITOR, VOTER, WINNER, OR ANY THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND IN ANY WAY RELATED TO THE COMPETITION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, ATTORNEYS' FEES, AND ARBITRATION FEES AND COSTS WHERE RECOVERABLE UNDER APPLICABLE LAW. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

ALL PARTICIPANTS RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPETITION ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, WITH RESPECT TO, OR IN ANY WAY ARISING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THIS COMPETITION, THE PUBLICATION OR USE OF ANY COMPETITOR CONTENT, ENTRANTS' NAMES AND LIKENESSES, AND/OR THE ACCEPTANCE, USE, MISUSE, LOSS, OR MISDIRECTION OF ANY PRIZE, INCLUDING LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR MONETARY LOSS. By participating in the Competition, Participants further agree to release and hold harmless the Competition Entities from and against any claim: (a) of ambiguity or error in the Competition, these Rules, the Terms of Use, or the Privacy Policy; (b) related to lost, late, incomplete, or misdirected entries or votes; (c) for injuries, damages, or losses of any kind resulting in whole or in part, directly or indirectly, from

acceptance, possession, misuse, use, loss, or misdirection of any prize, or participation in any Competition-related activity or participation in this Competition; (d) for copyright infringement or violation of the right of publicity based on use of any Competitor Content by Operator as authorized by these Rules; or (e) due to any error in the offering, administration, or announcement of any prize.

PARTICIPANTS FURTHER AGREE THAT ALL DECISIONS OF OPERATOR SHALL BE FINAL AND CONCLUSIVE ON ALL MATTERS RELATING TO THE COMPETITION AND THAT THE COMPETITION ENTITIES ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE ENTRY INFORMATION, HUMAN ERROR, TECHNICAL MALFUNCTION, FAILURES, OMISSIONS, INTERRUPTIONS, DELETIONS, OR DEFECTS OF ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEMS, COMPUTER EQUIPMENT, SERVERS, ACCESS PROVIDERS, OR SOFTWARE, INCLUDING ANY INJURY OR DAMAGE TO PARTICIPANTS' OR ANY OTHER PERSONS' COMPUTERS OR DEVICES RELATING TO OR RESULTING FROM PARTICIPATION IN THIS COMPETITION, INABILITY TO ACCESS THE WEBSITE OR ANY PAGES THEREOF, THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES, OR ENTRY SUBMISSIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE INCOMPLETE, GARBLED, OR LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION OR TRAFFIC CONGESTION ON THE INTERNET OR ANY WEBSITE. PROOF OF ENTERING INFORMATION ON THE WEBSITE IS NOT CONSIDERED PROOF OF DELIVERY OR RECEIPT.

PARTICIPANTS ACKNOWLEDGE AND AGREE THAT OPERATOR DOES NOT MONITOR FOR OFF-SITE ACTIVITY AND IS IN NO WAY RESPONSIBLE FOR MANAGING OR CONTROLLING OFF-SITE ACTIVITY VIA SOCIAL MEDIA AND/OR OTHER THIRD-PARTY PLATFORMS, INCLUDING BUT NOT LIMITED TO NEGATIVE AND DISPARAGING CORRESPONDENCE BETWEEN ENTRANTS, COMPETITORS, AND VOTERS, OFF-SITE VOTE INCENTIVES, MISLEADING OR DECEPTIVE PROMOTIONAL TACTICS, OR ANY OTHER BEHAVIORS CONSIDERED TO BE MISLEADING OR UNSPORTSMANLIKE.

DISPUTE RESOLUTION AND MANDATORY ARBITRATION

You and Operator agree that any dispute or claim arising out of, or relating in any way to, the Competition, your participation in it, these Rules, the Terms of Use, or the Privacy Policy, including all issues concerning the construction, validity, interpretation, and enforceability of these Rules, the Terms of Use, the rights and obligations of Entrants, Competitors, and/or Voters, the rights and obligations of Operator, or the extent of any waiver or release of claims by you, shall be settled by binding and unappealable arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. ALL ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER, OR OTHERWISE ON BEHALF OF OTHERS, IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

Notwithstanding the foregoing, either Party may bring an individual claim in small claims court in any jurisdiction where such a claim may properly be brought, so long as the matter remains in that court and proceeds only on an individual, non-class, non-representative basis.

You may opt out of this arbitration agreement by sending written notice of your decision to techsupport@missusa.com within thirty (30) days of first accepting these Rules. The notice must include your name, the email address associated with your account, and a clear statement that you decline this arbitration agreement. Opting out has no effect on any other provision of these Rules.

To the extent permitted by applicable law, any claim arising out of or relating to the Competition must be commenced within one (1) year of the date the claiming Party knew, or reasonably should have known, of the facts giving rise to the claim; any claim not commenced within that period is permanently barred.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Miami, Florida or, at the Participant's election, the county in which the Participant resides or by videoconference, unless otherwise

agreed by the Parties. The arbitration shall be governed by the laws of the State of Florida, without regard to conflict of law principles. Each Party will, upon written request of the other Party, promptly provide the other with copies of all relevant documents. No other discovery shall be permitted except as required by the arbitrator or applicable law. Hearings will take place pursuant to the standard procedures of the Consumer Arbitration Rules, although the Parties may appear in person, by video, or telephonically. The arbitrator will have authority only to grant relief that would otherwise be available in court. To the extent permitted by applicable law, the prevailing Party will be entitled to recover its attorneys' fees and arbitration fees and costs. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

If any part of this arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in full force and effect and shall be construed in accordance with its terms as if the invalid or unenforceable provision were not contained herein.

RIGHT TO CANCEL OR MODIFY

If for any reason the Competition and/or any round of the Competition cannot be executed as set forth in these Rules, including but not limited to acts of God, acts of war, natural disasters, weather events, pandemic or epidemic illness, disease, acts of terrorism, computer viruses, tampering, unauthorized intervention, fraud, technical failures, or other factors that may corrupt or affect the security, administration, fairness, integrity, or proper conduct of the Competition, and/or if the Competition is compromised or becomes technically corrupted in any way, electronically or otherwise, Operator reserves the right to cancel, terminate, suspend, and/or modify the Competition and/or any round of the Competition, with or without prior notice. Operator shall not in any way be responsible or liable for any such cancellation, termination, suspension, and/or modification. Further, if the Competition is terminated before the original end date, Operator reserves the right, in its sole discretion, to modify the procedure for selecting the Winner(s), unless the nature of the event giving rise to such termination renders it impossible to select the Winner(s).

WITHDRAWAL AND REMOVAL

By participating in the Competition as a Competitor or Voter, you understand that a withdrawal request or request for removal from the Competition can take up to seventy-two (72) hours to be processed and that a profile may still remain active during this time. Voters and Competitors both acknowledge and agree that no refunds will be given upon a Competitor's request for removal from the Competition. By voting, you understand and acknowledge that no refunds will be offered should a Competitor be eliminated, disqualified, or willingly withdraw from the Competition. There are no exceptions to this policy.

NO REFUND POLICY

Because the Competition is decided by public votes, no refunds will be issued once a vote is cast. All vote purchases, and all other purchases made through the Website in connection with the Competition, are immediately final and non-refundable. By completing a purchase, you acknowledge that you have read and agreed to this No Refund Policy. To maintain the integrity of the Competition, there will be no exceptions to this policy, except as expressly provided in the Vote Validation and Results section below.

VOTE VALIDATION AND RESULTS

Operator's records are the authoritative record of all entries, votes, and standings, and Operator's server clock is the sole official timekeeper for the Competition. Leaderboards, vote counts, and standings displayed on the Website are provided for general reference only; they may be delayed and may not reflect the exact real-time tally, and Operator may elect not to display real-time vote totals during any portion of a round. Operator may delay publication of round results or final standings for a reasonable

period, not to exceed three (3) business days, to complete vote-integrity review and tabulation. Where Operator determines that votes were cast in violation of these Rules or the Terms of Use, Operator may void those votes, adjust affected standings, and, in the case of purchased votes, reverse the associated payments; a payment reversal under this section is the sole exception to the No Refund Policy. Standings displayed on the Website before Operator confirms a round's results are provisional.

GOVERNING AGREEMENT

These Rules, together with the Terms of Use and Privacy Policy, constitute the complete and governing rules for your use of the Website and your participation as an Entrant, Competitor, Voter, or Winner in the Competition. Nothing published or communicated elsewhere shall be construed as a modification of these Rules, the Terms of Use, or the Privacy Policy.

PARTIAL INVALIDITY

If any term or provision of these Rules, the Terms of Use, or the Privacy Policy is determined by a competent authority to be unenforceable, all other terms and provisions of these Rules, the Terms of Use, and the Privacy Policy shall continue in full force and effect.

CONTACT US

For questions or comments about the Competition, or to request the names of the Winner(s), please contact Operator at techsupport@missusa.com.

THIRD-PARTY DISCLAIMER

This Competition is not sponsored, endorsed, administered by, or otherwise associated with Facebook or Instagram in any manner. This Competition is not owned or operated by the Miss Universe Organization.