

OFFICIAL RULES
MISS USA AND MISS TEEN USA PEOPLE'S CHOICE
COMPETITION

Updated: August 3, 2026

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CONSUMER DISCLOSURE

THIS IS A BINDING CONTRACT. YOUR CONTINUED PARTICIPATION AS A CONTESTANT, VOTER, PEOPLE'S CHOICE WINNER, OR OTHER PARTICIPANT IN THE COMPETITION, IN ANY MANNER, SIGNIFIES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE RULES, THE TERMS OF USE, AND THE PRIVACY POLICY, AS IN EFFECT AT THE TIME OF YOUR ACCEPTANCE AND AS MAY BE

UPDATED IN ACCORDANCE WITH THE “RIGHT TO CANCEL OR MODIFY” SECTION OF THESE RULES. AS SUCH, PLEASE READ THIS AGREEMENT IN ITS ENTIRETY.

IF YOU ARE A PARENT OR LEGAL GUARDIAN ACTING ON BEHALF OF A CONTESTANT WHO IS UNDER EIGHTEEN (18) YEARS OF AGE, YOUR AUTHORIZATION OF THE MINOR CONTESTANT’S CONTINUED PARTICIPATION IN THE COMPETITION SIGNIFIES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE RULES, THE TERMS OF USE, AND THE PRIVACY POLICY ON YOUR OWN BEHALF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF THE MINOR CONTESTANT. BY AUTHORIZING A MINOR CONTESTANT’S PARTICIPATION, YOU REPRESENT AND WARRANT THAT YOU ARE THE MINOR CONTESTANT’S PARENT OR LEGAL GUARDIAN AND THAT YOU HAVE AUTHORITY TO AUTHORIZE THE MINOR CONTESTANT’S PARTICIPATION IN THE COMPETITION.

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, OR, IF APPLICABLE, THE PARTICIPATION OF A MINOR CONTESTANT AUTHORIZED BY YOU, 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 FLORIDA, AS FURTHER DESCRIBED IN THESE RULES. THE ARBITRATION AGREEMENT INCLUDES A THIRTY (30) DAY RIGHT TO OPT OUT, AS DESCRIBED IN THE “DISPUTE RESOLUTION AND MANDATORY ARBITRATION” SECTION.

COMPETITION ORGANIZER

BDE MISS USA, LLC dba Miss USA (the "Operator"), a DELAWARE limited liability company, administers peopleschoice.missusa.com (the "Website"), through which Voters view Contestant profiles and cast and purchase votes, and contests.missusa.com (the "Contestant Portal"), through which Contestants manage their profiles, submit materials, and complete Tasks, and operates the Miss USA and Miss Teen USA People’s Choice Competition described in these Rules (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"). References in these Rules to the Competition Entities include the Administrator.

IMPORTANT NOTICE

NO APPLICATION, ENTRY, OR REGISTRATION FEE OF ANY KIND IS REQUIRED FOR A CONTESTANT TO PARTICIPATE IN THE COMPETITION. THERE IS NO PUBLIC APPLICATION OR REGISTRATION PROCESS FOR THIS COMPETITION. ALL CONTESTANTS ARE SELECTED AND INVITED BY OPERATOR AS DESCRIBED IN THE “CONTESTANT SELECTION AND PARTICIPATION” SECTION OF THESE RULES.

NO PURCHASE IS NECESSARY TO VOTE. 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 one (1) or more vote packages in order to vote more than once per day during the Competition, where offered by Operator. Each vote package includes the number of votes stated at the time of purchase and, where purchased for a Miss USA People’s Choice Division Contestant, access to that Contestant’s gated profile content, as described in the “Voting” section of these Rules. Void where prohibited or otherwise restricted by applicable law. Voting, including free voting and vote package purchases, is limited to eligible individuals who are eighteen (18) years of age or older, as described in the “Voting” section of these Rules.

THE COMPETITION IS A FAN-DECIDED VOTING COMPETITION. THE CONTESTANTS WHO ADVANCE THROUGH EACH PUBLIC VOTING ROUND, AND THE PEOPLE'S CHOICE WINNERS ULTIMATELY SELECTED, WILL BE DETERMINED SOLELY BY THE NUMBER OF VALIDATED QUALIFYING VOTES RECEIVED, INCLUDING ANY DAILY BONUS VOTES AND TASK BONUS VOTES CREDITED IN ACCORDANCE WITH THESE RULES, AND SUBJECT TO THE VOTE VALIDATION, FRAUD REVIEW, TIE-BREAKER, AND DISQUALIFICATION PROVISIONS OF THESE RULES. THERE IS NO JUDGING PANEL IN THIS COMPETITION. NO PEOPLE'S CHOICE WINNER WILL BE SELECTED BY RANDOM DRAWING.

ALL VOTE TOTALS, RANKINGS, LEADERBOARDS, AND DAILY STANDINGS DISPLAYED ON THE WEBSITE ARE PROVISIONAL AND SUBJECT TO VOTE VALIDATION, FRAUD REVIEW, PAYMENT REVIEW, AND TABULATION BY OPERATOR. FINAL ROUND RESULTS, DAILY BONUS VOTE AWARDS, TASK BONUS VOTE CREDITS, AND WINNER DETERMINATIONS ARE BASED SOLELY ON VALIDATED QUALIFYING VOTES AS TABULATED BY OPERATOR AND MAY DIFFER FROM PROVISIONAL DISPLAYED TOTALS. OPERATOR'S TABULATION IS FINAL AND BINDING.

By participating in or voting in this Competition, Contestants, Voters, People's Choice Winners, and, where applicable, parents or legal guardians acting on behalf of Minor Contestants, unconditionally accept and agree to abide by and be bound by these Rules, the Terms of Use, the Privacy Policy, and any decision(s) of Operator. Any violation of these Rules or the Terms of Use may, at Operator's sole discretion, result in disqualification. All decisions of Operator are final and binding in all respects.

ROUND TRANSITION TIMES MAY BE ADJUSTED BY UP TO TWENTY-FOUR (24) HOURS AS REASONABLY NECESSARY FOR TABULATION, VOTE VALIDATION, PAYMENT REVIEW, ELIGIBILITY REVIEW, AND ORDERLY ADMINISTRATION. ANY EXTENSION OF A LIVE VOTING ROUND WILL BE POSTED ON THE WEBSITE AND APPLIED UNIFORMLY TO ALL CONTESTANTS WITHIN THE AFFECTED DIVISION; AN EXTENSION OR ADJUSTMENT IN ONE DIVISION DOES NOT REQUIRE AN EXTENSION OR ADJUSTMENT IN THE OTHER DIVISION. A PUBLIC VOTING ROUND THAT HAS CLOSED WILL NOT BE REOPENED.

COMPETITION STRUCTURE AND DIVISIONS

The Competition will be administered as a single People's Choice competition consisting of two separate divisions:

1. the Miss USA People's Choice Division; and
2. the Miss Teen USA People's Choice Division.

Each division will begin with fifty-one (51) Contestants selected and invited by Operator, for a total of one hundred two (102) Contestants. Each Contestant participates in only one (1) division, as designated by Operator at the time of invitation.

The Miss USA People's Choice Division and the Miss Teen USA People's Choice Division will be administered separately for purposes of public voting, daily bonus votes, round advancement, tie-breakers, and People's Choice Winner selection. Contestants in one division will not compete against, be ranked against, or advance in comparison to Contestants in the other division. Both divisions follow the same round structure, advancement counts, and schedule described in these Rules.

Within each division, all Contestants compete against one another on a single division-wide leaderboard. There are no voting groups in this Competition.

The Competition is intended to result in the selection of:

- three (3) People's Choice Winners from the Miss USA People's Choice Division; and
- three (3) People's Choice Winners from the Miss Teen USA People's Choice Division,

for a total of six (6) People's Choice Winners, subject in all cases to final eligibility verification, winner acceptance, completion of all required documentation, and Operator's rights under these Rules to disqualify, remove, replace, or decline to confirm any Contestant or potential People's Choice Winner who does not satisfy the requirements of these Rules.

CONTESTANT SELECTION AND PARTICIPATION

There is no public application or registration process for this Competition. All Contestants have been selected and invited by Operator, in Operator's sole discretion, from among individuals affiliated with the 2026 Miss USA and Miss Teen USA competitions.

For purposes of these Rules:

- a "Contestant" is an individual selected and invited by Operator to participate in the public voting portion of the Competition, subject to ongoing eligibility review, verification, execution of required documentation, and disqualification rights reserved by Operator under these Rules;
- a "Minor Contestant" is a Contestant who is under eighteen (18) years of age;
- a "People's Choice Winner" is a Contestant confirmed by Operator as one of the top three (3) Contestants in her division at the conclusion of Round 3, in accordance with these Rules; and
- a "Voter" is an individual who casts or purchases one or more votes in the Competition.

Each Contestant must, as a condition of participation and of remaining in the Competition:

1. be and remain eligible to compete in the 2026 Miss USA national competition or the 2026 Miss Teen USA national competition, as applicable to the Contestant's division, under all applicable rules, agreements, and requirements of the Miss USA or Miss Teen USA organization;
2. complete, execute, and return, or have completed on her behalf by a parent or legal guardian where the Contestant is a Minor Contestant, all participation, consent, publicity, and authorization documentation required by Operator, before the Contestant's profile is activated for public voting;
3. remain in good standing with the Miss USA or Miss Teen USA organization, as applicable, throughout the Competition and through the applicable 2026 live competition; and
4. satisfy all other requirements, representations, certifications, and documentation requests set forth in these Rules or otherwise required by Operator in connection with the Competition.

Officers, directors, employees, contractors, and agents of Operator, the Administrator, Operator's parent companies, any sponsors, prize providers, voting technology providers, or other entities materially involved in the development, administration, or execution of the Competition, along with their respective immediate family members, defined as spouse, parent, child, or sibling, and household members, are ineligible to vote in the Competition.

Operator reserves the right, in its sole and absolute discretion, to determine whether any Contestant satisfies the applicable participation requirements or should be deemed ineligible to continue participating or to be selected as a People's Choice Winner, including due to false, inaccurate, incomplete, misleading, or non-compliant information or materials; failure to satisfy any eligibility requirement; failure to complete or comply with required documentation; failure to provide requested verification; or inability to fulfill any obligation required by Operator or these Rules.

A Contestant's continued participation in the Competition in any manner, including permitting the display of the Contestant's profile, promoting the Contestant's participation, or accepting any benefit of the Competition, constitutes acceptance of and agreement to these Rules, the Terms of Use, and the Privacy Policy. Where a Contestant is a Minor Contestant, the required documentation must be completed by the Contestant's parent or legal guardian, who, by doing so, represents and warrants that they are the Minor Contestant's parent or legal guardian with authority to authorize the Minor Contestant's participation, and accepts these Rules on their own behalf and, to the extent permitted by law, on behalf of the Minor Contestant.

If required documentation is not completed and returned by the deadline established by Operator, Operator may decline to activate, or may deactivate and remove, the affected Contestant's profile and may remove the Contestant from the Competition, in accordance with the "Withdrawal and Removal" section of these Rules. Operator reserves the right to request proof of age, date of birth, parentage, legal guardianship, eligibility status, or any other information reasonably necessary to verify a Contestant's eligibility and compliance with these Rules.

NOTICE: SELECTION AS A CONTESTANT DOES NOT MEAN THAT YOU HAVE BEEN SELECTED AS A PEOPLE'S CHOICE WINNER, AND DOES NOT GUARANTEE ADVANCEMENT THROUGH ANY PUBLIC VOTING ROUND OR ANY PLACEMENT IN THE 2026 MISS USA OR MISS TEEN USA LIVE COMPETITION.

CONTESTANT MATERIALS AND LICENSE

Operator may request that Contestants provide profile information, photographs, videos, written responses, social media handles, and other materials reasonably necessary to administer the Competition and display Contestant profiles. All information and materials provided must be truthful, complete, accurate, and provided in accordance with the instructions, technical requirements, deadlines, and specifications communicated by Operator.

All submitted photographs, videos, written responses, and other materials must comply with Operator's instructions and may not be false, misleading, deceptive, obscene, defamatory, threatening, harassing, hateful, infringing, or otherwise inappropriate, as determined by Operator in its sole discretion. Contestants represent and warrant that they have all rights and authority necessary to submit the materials and grant the rights described in these Rules.

Authenticity of Photographs and Videos. All submitted photographs and videos must be based on original photographs or videos captured of the Contestant and must depict the Contestant as she actually appears. Contestants may use third-party services (including photographers, videographers, stylists, and retouchers) and editing tools (including image or video editing software and generative artificial intelligence) to edit or refine submitted materials, provided that such services and tools are used only to edit or refine the submitted materials, are not used to generate the underlying image or video, and do not materially alter or misrepresent the Contestant's appearance or identity (for example, by materially changing body shape, facial structure, or age). Normal editorial adjustments, such as lighting and color correction, cropping, background cleanup, and minor retouching, are permitted. Operator may reject, remove, or require resubmission of any material that Operator determines, in its sole discretion, violates this paragraph.

Operator may, but is not required to, request that a Contestant resubmit, revise, clarify, or replace any submitted material that Operator determines is incomplete, unclear, non-compliant, technically unusable, or otherwise unsuitable for administration of the Competition. Operator's decisions regarding the acceptance, rejection, revision, or disqualification of any submitted material are final and binding in all respects.

License. By submitting any photograph, video, written response, or other material, each Contestant (or, for a Minor Contestant, the Contestant's parent or legal guardian) grants Operator and the Administrator a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, reproduce, display, distribute, publicly perform, and make available such materials in connection with the operation, administration, promotion, and presentation of the Competition, including, for Miss USA People's Choice Division Contestants only, the display of such materials within gated or access-controlled portions of the Contestant's profile, access to which is included in vote packages sold to Voters as described in the "Voting" section of these Rules.

Ownership and Consents. Each Contestant represents and warrants that the Contestant owns or has secured all rights necessary to grant the foregoing license, including all rights from any photographer, videographer, or other creator of the submitted materials, and that every identifiable individual appearing in the submitted materials (or such individual's parent or legal guardian) has consented to the submission and to the uses described in these Rules.

Publicity; No Compensation. Each Contestant consents to the display of the Contestant's name, image, and likeness within gated profile content, and to the sale by Operator of access to that gated profile content as part of vote packages, where offered. Contestants will not receive compensation in connection with the display of, the sale of access to, or the monetization of submitted materials, and acknowledge that proceeds of vote package purchases are retained by Operator and its service providers.

Minor Contestants. No gated or access-controlled content, and no paid content access of any kind, is offered in connection with Miss Teen USA People's Choice Division Contestant profiles.

PUBLIC DISPLAY OF CONTESTANT PROFILES

If a Contestant has completed all required documentation and satisfied the requirements of these Rules, Operator may create, publish, and display a public Contestant profile on the Website and/or other Competition-related digital interfaces during the public voting rounds and as otherwise reasonably necessary to administer the Competition.

A Contestant profile may include the Contestant's name or display name, division, approved photographs, approved biographical or profile information, approved video or other multimedia submissions, and Competition-related voting, ranking, or advancement information, as determined by Operator.

All materials designated for display within any gated or access-controlled portion of a Contestant profile are subject to Operator review and approval before being made available as part of any vote package. Review may be conducted through automated screening, human review, or a combination, as determined by Operator. Operator may re-review, remove, or restrict any gated content at any time, and will provide a mechanism for reporting objectionable content, with reported content reviewed promptly.

Operator reserves the right, in its sole discretion, to determine the format, layout, presentation, sequencing, and placement of Contestant profiles and related materials and to make reasonable technical or presentational adjustments to submitted materials as necessary to display, administer, or operate the Competition. Operator may also withhold, reject, remove, replace, or request resubmission of any material that Operator determines is incomplete, inaccurate, non-compliant, technically unusable, inappropriate, infringing, misleading, or otherwise inconsistent with these Rules, the Terms of Use, or the orderly administration of the Competition.

Operator does not guarantee that any particular submitted material will be displayed, that all Contestant profiles will be displayed in the same format or with identical information, or that any Contestant will receive any particular level of traffic, exposure, visibility, votes, or public engagement as a result of appearing on the Website.

VOTING

CONTESTANTS ARE NOT PERMITTED TO PURCHASE VOTES, OR CAST PAID VOTES, FOR THEMSELVES. CONTESTANTS ARE ALSO PROHIBITED FROM USING A CONTESTANT'S FUNDS FOR THE PURCHASE OF VOTES CAST FOR THAT CONTESTANT, OR FOR CASTING PAID VOTES FOR THEMSELVES. CONTESTANTS CAUGHT PURCHASING VOTES, USING THE CONTESTANT'S FUNDS, OR CASTING PAID VOTES FOR THEMSELVES MAY BE SUBJECT TO DISQUALIFICATION. THE USE OF A CONTESTANT'S PAYMENT METHOD(S), WHETHER PERSONAL, BUSINESS, OR OTHERWISE, OR FUNDS, TO PURCHASE VOTES TO CAST FOR THAT CONTESTANT IS PROHIBITED.

THE PARENT OR LEGAL GUARDIAN OF A MINOR CONTESTANT IS ALSO PROHIBITED FROM PURCHASING VOTES, CASTING PAID VOTES, OR USING THEIR FUNDS OR PAYMENT METHOD(S), WHETHER PERSONAL, BUSINESS, OR OTHERWISE, TO PURCHASE VOTES CAST FOR THAT MINOR CONTESTANT. ANY VIOLATION OF THIS PROHIBITION MAY SUBJECT THE MINOR CONTESTANT TO DISQUALIFICATION.

ALL VOTERS, WHETHER CASTING FREE VOTES OR PURCHASING VOTE PACKAGES, MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER ON THE DATE THEIR VOTES ARE CAST OR PURCHASED.

Voter Eligibility. Voting is open only to individuals who are: (a) legal residents of one of the fifty (50) United States or the District of Columbia; (b) physically located in the United States at the time a vote is cast or a vote package purchase is completed; and (c) at least eighteen (18) years of age. Votes cast, and vote packages purchased, by ineligible individuals are not Qualifying Votes and may be voided at any time.

Voters may participate in voting as follows: (a) all Voters may receive one (1) free vote every twenty-four (24) hours, which may be cast for any Contestant of their choosing, after Operator verifies Voter eligibility via email address verification, or such other verification methods as accepted by Operator, provided that no payment method or purchase of any kind will be required to receive or cast a free vote; and/or (b) eligible Voters may purchase one (1) or more vote packages for one (1) or more Contestants, as described in this section. "Qualifying Votes" are those placed in accordance with these Rules and the Terms of Use, both of which can be found on the Website, and include any Daily Bonus Votes credited in accordance with the "Daily Bonus Votes" section of these Rules and any Task Bonus Votes credited in accordance with the "Task Bonus Votes" section of these Rules.

Immediate Application of Purchased Votes. Purchased votes are applied immediately and automatically to the Contestant selected at the time of purchase. Purchased votes are not held as a balance or credit, cannot be cast separately by the Voter, and cannot be retracted, transferred, reassigned, or applied to another Contestant after purchase. Votes may be purchased for a Contestant only while a public voting round in which that Contestant is participating is live.

One Free Vote Per Person. The free vote limit applies per individual: no individual may receive or cast more than one (1) free vote in any twenty-four (24) hour period, regardless of the number of accounts, email addresses, devices, or verification methods used. Free votes cast in excess of this limit are not Qualifying Votes and may be voided, and the associated accounts may be banned from voting.

Payment Invalidation. Votes associated with a payment that is declined, canceled, reversed, disputed, charged back, or otherwise invalidated are not Qualifying Votes, are void from the time they were applied, and may be removed from vote totals, daily standings, and Daily Bonus Vote calculations at any time, including after a Competition Day or public voting round has closed. Once Operator has confirmed the results of a public voting round or confirmed a People's Choice Winner, that confirmation will not be reopened or recalculated solely because votes are subsequently invalidated, except where Operator determines, in its sole discretion, that fraudulent activity materially affected the outcome.

Vote Packages and Content Access (Miss USA Division Only). Where offered, each vote package purchased for a Miss USA People's Choice Division Contestant is a single bundled purchase consisting of: (a) the number of votes stated at the time of purchase, which are applied immediately and automatically to the selected Contestant; and (b) access to that Contestant's gated profile content. **EVERY VOTE PACKAGE PURCHASED FOR A GIVEN CONTESTANT UNLOCKS THE SAME GATED CONTENT.** A repeat vote package purchase for the same Contestant provides the additional votes stated in that package but does not unlock any additional, new, or different content, and Operator makes no representation that any Contestant's gated content will be added to, updated, or changed at any time. The number of votes and the content access included in each vote package will be disclosed at the point of purchase. Access to gated content is provided as a limited, personal, non-transferable, revocable license to view that content on the Website for so long as it remains available, and is not a sale or transfer of ownership of, or any right to download, copy, or redistribute, the underlying materials. Gated content remains subject to Operator's rights of review, removal, and modification under these Rules, and continued access is not guaranteed following a Contestant's elimination, withdrawal, removal, or disqualification, or the conclusion of the Competition. No gated content or paid content access of any kind is offered for Miss Teen USA People's Choice Division Contestants.

Round Boundary. A vote purchase will be counted toward the public voting round, and the Competition Day, in which the payment is successfully completed, as determined by the timestamp recorded by Operator's payment processor, regardless of when the purchase was initiated. A free vote will be counted toward the round and Competition Day in which it is successfully cast, as determined by the timestamp recorded by Operator's voting system. Operator's designated voting and payment systems are the official timekeepers for the Competition.

Pricing; Promotions. Base vote package pricing tiers applicable to a public voting round will be posted on the Website no later than the start of that round, and base prices will not be increased during that round. Promotional voting opportunities are governed by the "Promotional Voting Windows" section of these Rules. Operator may correct manifest pricing errors at any time.

Vote Incentives Prohibited. Contestants (and, for Minor Contestants, their parents or legal guardians) may not offer, promise, or provide any compensation, prize, benefit, or other incentive to any person in exchange for votes. Operator may void any votes that Operator determines were obtained through prohibited incentives and may disqualify any Contestant who engages in, encourages, or knowingly benefits from such activity.

Public voting will determine which Contestants advance through the public voting rounds of the Competition and which Contestants are selected as People's Choice Winners, as described in the Competition Schedule and Winner Determination and Tie-Breakers sections of these Rules. Unless otherwise expressly stated in these Rules or posted by Operator for a specific round, all votes, including Daily Bonus Votes and Task Bonus Votes, will reset to zero at the beginning of each new public voting round.

The advancing Contestant(s) from each public voting round of the Competition will be determined based upon the number of validated Qualifying Votes received during that round, with those receiving the highest number of validated Qualifying Votes advancing from that public voting round, unless otherwise expressly provided in these Rules. 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 Contestant 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. Operator further reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the voting process or the operation of the Competition.

DAILY BONUS VOTES

For purposes of these Rules, a "Competition Day" is a calendar day beginning at 12:00:00 a.m. Eastern Time and ending at 11:59:59 p.m. Eastern Time during a live public voting round.

Operator may, in its sole discretion, offer Daily Bonus Votes during one or more public voting rounds. Daily Bonus Votes are not guaranteed to be offered during any public voting round or at all. Operator may activate Daily Bonus Votes for a public voting round either before that round opens or while that round is live, subject in every case to the following conditions:

1. the activation, including its effective time and the applicable bonus amounts, will be posted on the Website at least twenty-four (24) hours before the start of the first Competition Day for which Daily Bonus Votes will be awarded;
2. Daily Bonus Votes apply prospectively only: they will be awarded only for Competition Days that begin after the effective time stated in the posted activation, and will not be awarded, recalculated, or credited retroactively for any Competition Day that began before that effective time;
3. once activated for a round, Daily Bonus Votes will remain in effect for all remaining eligible Competition Days of that round and will not be discontinued mid-round or revoked for any completed Competition Day, except as part of vote validation and clawback under this section; and
4. any activation will apply identically to both divisions.

A Competition Day for which Daily Bonus Votes are in effect under this section is an “eligible Competition Day.”

Where Daily Bonus Votes are active for a public voting round, at the conclusion of each eligible Competition Day of that round, other than the final Competition Day of the round, Operator will credit bonus votes (“Daily Bonus Votes”) to the three (3) Contestants in each division who received the highest number of Qualifying Votes, other than Daily Bonus Votes, cast or credited during that eligible Competition Day, in the following amounts, unless different amounts are stated in the posted activation:

- first place for that Competition Day: two hundred (200) Daily Bonus Votes;
- second place for that Competition Day: one hundred (100) Daily Bonus Votes; and
- third place for that Competition Day: fifty (50) Daily Bonus Votes.

Daily Bonus Votes are calculated and awarded separately for each division. **NO DAILY BONUS VOTES WILL BE AWARDED FOR THE FINAL COMPETITION DAY OF ANY PUBLIC VOTING ROUND.** The final day of each round is decided solely by votes cast by Voters and any Task Bonus Votes earned in accordance with the “Task Bonus Votes” section of these Rules.

The following terms apply to all Daily Bonus Votes:

1. Daily Bonus Votes count as Qualifying Votes toward the Contestant’s total for the then-current public voting round, including for purposes of round advancement and People’s Choice Winner selection.
2. Daily Bonus Votes do not count as votes “cast during a Competition Day” for purposes of determining the daily top three (3) on any subsequent Competition Day. Daily standings are determined solely by Qualifying Votes cast by Voters, and any Task Bonus Votes credited, during that Competition Day.
3. Daily Bonus Votes are not multiplied, doubled, or otherwise increased by any promotional voting window or other promotion.
4. Daily Bonus Votes reset to zero, together with all other votes, at the beginning of each new public voting round.
5. Daily Bonus Votes are credited by Operator, are not purchased or cast by any Voter, have no cash value, and are not transferable.

Provisional Awards; Validation and Clawback. All daily standings and Daily Bonus Vote awards are provisional and subject to vote validation, fraud review, and payment review. If Operator determines that votes counted toward a Competition Day’s standings were invalid, fraudulent, obtained through prohibited incentives, associated with reversed or disputed payments, or otherwise not Qualifying Votes, Operator may recalculate the affected Competition Day’s standings and revoke, adjust, or reallocate the affected Daily Bonus Votes, including after they have been credited and including as part of end-of-round validation and tabulation. Operator’s determinations regarding daily standings and Daily Bonus Votes are final and binding.

Daily Ties. If two or more Contestants in a division receive an equal number of Qualifying Votes, other than Daily Bonus Votes, cast or credited during a Competition Day such that the tie affects the daily top three (3), the tied

Contestant who received Qualifying Votes from the greater number of unique verified Voters during that Competition Day will be ranked higher; if a tie still remains, the tied Contestant who first reached the tied vote total during that Competition Day, as determined by Operator's voting system timestamps, will be ranked higher.

Withdrawn or Removed Contestants. A Contestant for whom Operator has received a withdrawal or removal request, or who has been disqualified or removed, is not eligible to receive Daily Bonus Votes for any Competition Day ending after Operator's receipt of the request or the effective time of the disqualification or removal, and daily standings for those Competition Days will be determined excluding that Contestant, even if the Contestant's profile remains temporarily visible during removal processing.

Extensions and Delayed Openings. If a public voting round is extended or opens later than scheduled, Operator will post on the Website which Competition Days of the affected round are eligible for Daily Bonus Votes. Unless otherwise posted, no Competition Day falling after the originally scheduled final Competition Day of a round will be eligible for Daily Bonus Votes, and a partial Competition Day resulting from a delayed opening will be treated as a single Competition Day.

Timing of Crediting. Operator will endeavor to credit Daily Bonus Votes promptly following the close of each Competition Day, but crediting may be delayed as reasonably necessary for validation and administration, and any delay does not affect the validity of the award or the Competition Day to which it relates.

TASK BONUS VOTES

Operator may, in its sole discretion, offer Contestants the opportunity to earn bonus votes ("Task Bonus Votes") by completing designated promotional or account-related tasks, such as publishing a social media post or linking an email address or social media account (each, a "Task"). Tasks and Task Bonus Votes are not guaranteed to be offered during any public voting round or at all.

The following terms apply to all Tasks and Task Bonus Votes:

1. **Equal Availability.** Each Task will be made available to every Contestant in the division(s) for which the Task is offered, on identical terms, and every Contestant who completes the same Task will be credited the same number of Task Bonus Votes. Tasks may be offered in both divisions, including to Miss Teen USA People's Choice Division Contestants, subject to paragraph 11 below.
2. **Posted Terms.** The available Tasks, the number of Task Bonus Votes credited for completing each Task, and any completion requirements or deadlines will be posted on the Website or the Contestant Portal before the Task may be completed. The number of Task Bonus Votes for a Task will not be changed while that Task remains available during a public voting round.
3. **One-Time Completion.** Unless otherwise stated in the posted Task, each Task may be completed, and the associated Task Bonus Votes credited, only one (1) time per Contestant per public voting round.
4. **Qualifying Votes.** Task Bonus Votes count as Qualifying Votes toward the Contestant's total for the then-current public voting round, including for purposes of round advancement and People's Choice Winner selection. Task Bonus Votes may be earned and credited on any Competition Day of a public voting round, including the final Competition Day.
5. **Daily Standings.** Task Bonus Votes count toward the Competition Day on which they are credited, including for purposes of determining the daily top three (3) under the "Daily Bonus Votes" section of these Rules.
6. **No Multiplication.** Task Bonus Votes are not multiplied, doubled, or otherwise increased by any Promotional Window or other promotion.
7. **Resets.** Task Bonus Votes reset to zero, together with all other votes, at the beginning of each new public voting round.
8. **Nature of Task Bonus Votes.** Task Bonus Votes are credited by Operator, are not purchased or cast by any Voter, have no cash value, and are not transferable.
9. **Verification; Revocation.** Crediting of Task Bonus Votes is subject to verification by Operator. If Operator determines that a Task was not completed in accordance with its posted requirements, that the qualifying action was reversed or undone (for example, a required social media post is deleted or made private within any period stated in the posted Task), or that a Task was completed through false, misleading, automated, or fraudulent means, Operator

may withhold or revoke the associated Task Bonus Votes, including after they have been credited, and may take further action under the “Standards of Conduct” section of these Rules.

10. Content Standards. Any social media post or other content created in connection with a Task must be truthful and accurate; must comply with these Rules, the Terms of Use, the applicable platform’s terms, and applicable law; and must include any disclosures reasonably required by Operator.

11. Minor Contestants. Where a Task is offered to a Minor Contestant, completion of the Task, including the publication of any social media post, must be authorized by the Minor Contestant’s parent or legal guardian in accordance with the Contestant’s participation documentation. No Task will require any Contestant to create or provide gated content, and no Task offered to a Miss Teen USA People’s Choice Division Contestant will involve gated or access-controlled content in any manner.

12. Withdrawn or Removed Contestants. A Contestant for whom Operator has received a withdrawal or removal request, or who has been disqualified or removed, is not eligible to earn or be credited Task Bonus Votes after Operator’s receipt of the request or the effective time of the disqualification or removal.

Operator’s determinations regarding Tasks and Task Bonus Votes are final and binding.

PROMOTIONAL VOTING WINDOWS

Operator may, in its sole discretion, offer limited-time promotional voting windows during designated public voting rounds, including without limitation 2x (double) vote promotions (each, a “Promotional Window”). The timing, availability, duration, and terms of any Promotional Window will be posted on the Website or at the point of voting or purchase when it becomes available, and will be offered on the same terms to all Voters during the Promotional Window.

Unless otherwise expressly stated in the posted terms of a specific Promotional Window:

1. a 2x Promotional Window applies to both free votes cast and purchased votes completed during the Promotional Window, with the applicable timestamp determined in accordance with the Round Boundary provision of these Rules;
2. Promotional Windows do not apply to, and do not multiply, Daily Bonus Votes or Task Bonus Votes;
3. multiplied votes resulting from a Promotional Window count as Qualifying Votes cast by the Voter, including for purposes of daily standings and Daily Bonus Vote determinations; and
4. Promotional Windows apply only to votes cast or purchases completed during the applicable Promotional Window and do not entitle any Voter to retroactive credits, price adjustments, additional votes, or refunds with respect to votes cast or purchases completed before or after that Promotional Window.

For example, if a Voter purchases a vote package containing one hundred (100) votes for a Contestant while a 2x Promotional Window is active, two hundred (200) Qualifying Votes will be applied to that Contestant. If that Contestant is also credited two hundred (200) Daily Bonus Votes for that Competition Day, those Daily Bonus Votes are credited in their stated amount and are not doubled, for a total of four hundred (400) Qualifying Votes from these two sources.

Promotional Windows may be modified, extended, or ended by Operator at any time, provided that any modification will be posted on the Website and will not retroactively reduce votes already credited for votes cast or purchases completed in accordance with the then-posted terms.

COMPETITION SCHEDULE

All dates and times referenced in these Rules are in Eastern Time. The schedule below applies identically and separately to each division. At the close of each public voting round, Operator may conduct a vote validation and tabulation period before confirming advancing Contestants and opening the next round. Unless otherwise expressly stated in these Rules, all votes, including Daily Bonus Votes and Task Bonus Votes, will reset at the beginning of each new public voting round.

- **Round 1** (opens August 3, 2026 at 12:00 a.m. Eastern Time and closes August 9, 2026 at 11:59 p.m. Eastern Time) – All fifty-one (51) Contestants in each division compete on a single division-wide leaderboard. The twenty-five (25) eligible Contestants in each division with the highest number of

validated Qualifying Votes will advance to Round 2. If Daily Bonus Votes are activated for Round 1 in accordance with these Rules, they will be awarded for each eligible Competition Day of Round 1, other than August 9, 2026.

- **Round 2** (opens August 10, 2026 at 12:00 a.m. Eastern Time and closes August 16, 2026 at 11:59 p.m. Eastern Time) – Votes will reset, and the twenty-five (25) advancing Contestants in each division will compete. The fifteen (15) eligible Contestants in each division with the highest number of validated Qualifying Votes will advance to Round 3. If Daily Bonus Votes are activated for Round 2 in accordance with these Rules, they will be awarded for each eligible Competition Day of Round 2, other than August 16, 2026.
- **Round 3** (opens August 17, 2026 at 12:00 a.m. Eastern Time and closes August 23, 2026 at 11:59 p.m. Eastern Time) – Votes will reset, and the fifteen (15) advancing Contestants in each division will compete. The three (3) eligible Contestants in each division with the highest number of validated Qualifying Votes will be selected as the People’s Choice Winners for that division, subject to final eligibility verification, winner acceptance, completion of all required documentation, and these Rules. If Daily Bonus Votes are activated for Round 3 in accordance with these Rules, they will be awarded for each eligible Competition Day of Round 3, other than August 23, 2026.

If the number of eligible Contestants remaining in a division at the close of a public voting round is equal to or fewer than the number of advancement positions for that round, all eligible Contestants in that division may advance, subject to eligibility verification, vote validation, and compliance with these Rules.

WINNER DETERMINATION AND TIE-BREAKERS

There is no judging panel in this Competition. Advancement from each public voting round, and selection of the People’s Choice Winners, will be determined solely by the number of validated Qualifying Votes received during the applicable round, subject to the vote validation, fraud review, tie-breaker, disqualification, and administration provisions of these Rules.

Following the close of each public voting round, Operator will conduct vote validation and tabulation, which may include, without limitation, fraud review, bot and automation review, payment review (including review of declined, reversed, disputed, or charged-back payments), review of prohibited self-voting and prohibited vote incentives, recalculation or revocation of Daily Bonus Votes attributable to invalidated votes, and revocation of Task Bonus Votes attributable to Tasks that were reversed, undone, or not completed in accordance with their posted requirements. Round results are not final until confirmed by Operator. Provisional leaderboards displayed on the Website do not constitute results.

Leaderboard Display; Final Standings Blackout. Leaderboards, vote totals, rankings, and daily standings displayed on the Website are provisional at all times, as described in these Rules. During the final twenty-four (24) hours of Round 3 (the “Blackout Period”), Operator will not display leaderboards, vote totals, rankings, or daily standings for either division. The exact start time of the Blackout Period will be posted on the Website before Round 3 opens and will apply identically to both divisions. The last standings displayed before the Blackout Period begins will be labeled with the date and time as of which they were current. The Blackout Period does not close voting, which remains open until the posted close of Round 3, and does not affect the determination of results, which are based solely on validated Qualifying Votes. During the Blackout Period, the vote purchase interface will display a conspicuous notice that standings are hidden and that all purchases are final and non-refundable. Outside the Blackout Period, Operator may temporarily suspend the display of any leaderboard, vote total, ranking, or daily standing only as reasonably necessary to address a technical error, suspected fraud, or the orderly confirmation and announcement of results, and any such suspension will be noted on the Website.

Tie-Breakers. In the unlikely event that two or more Contestants in a division receive an equal number of validated Qualifying Votes in a public voting round such that the tie affects advancement or People’s Choice Winner selection, the tie will be broken as follows, in order:

1. the tied Contestant who received validated Qualifying Votes from the greater number of unique verified Voters during that round will be ranked higher;
2. if a tie still remains, the tied Contestant who first reached the tied validated vote total during that round, as determined by Operator’s voting system timestamps, will be ranked higher; and

3. if a tie still remains, the tied Contestant whose first validated Qualifying Vote of that round was received earliest, as determined by Operator's voting system timestamps, will be ranked higher.

All tabulation decisions, validation determinations, tie-break determinations, and all decisions of Operator relating to the determination of advancing Contestants and People's Choice Winners are final and binding in all respects and are not subject to challenge or appeal.

ADVANCEMENT, WINNER NOTIFICATION, AND ACCEPTANCE

Advancing Contestants from each public voting round may be notified by email, telephone, text message, or other means reasonably calculated to provide notice. Operator may also post round results, advancement status, rankings, or related Competition updates on the Website or through other Competition interfaces.

All advancement is subject to eligibility verification, vote validation, fraud review, completion of required materials and documentation, and compliance with these Rules. Operator may withhold, void, or decline to confirm any advancement if Operator determines that a Contestant is ineligible, not in good standing, or otherwise non-compliant with these Rules.

Vacancies. If, following the close of a public voting round and before the next round opens, an advancing Contestant is disqualified, withdraws, is removed, or is determined to be ineligible, the vacant advancement position will be filled by the eligible Contestant in that division with the next-highest number of validated Qualifying Votes from the round just closed, determined in accordance with the Winner Determination and Tie-Breakers section of these Rules. Once a public voting round has opened, a vacancy arising during that round will not be backfilled, and the round will proceed with the remaining Contestants.

Potential People's Choice Winners will be contacted privately by email, telephone, text message, or other means reasonably calculated to provide notice before any public announcement is made. Round 3 standings will be hidden during the Blackout Period described in the "Winner Determination and Tie-Breakers" section of these Rules, and Operator may withhold results until the official announcement. Selection is subject to final eligibility verification, winner acceptance, and completion of all required documentation.

Each potential People's Choice Winner will be required to confirm acceptance of the People's Choice Prize within forty-eight (48) hours of the delivery of selection notice, unless a different deadline is expressly provided by Operator in writing, and to satisfy the requirements described in the Winner Requirements and Consent section of these Rules. If a potential People's Choice Winner cannot be contacted, fails to timely respond, fails or refuses to accept the People's Choice Prize, is found to be ineligible, or otherwise fails to comply with these Rules, Operator may disqualify that potential People's Choice Winner, and the People's Choice Prize will pass to the eligible Contestant in that division with the next-highest number of validated Qualifying Votes in Round 3, determined in accordance with the Winner Determination and Tie-Breakers section of these Rules.

PEOPLE'S CHOICE PRIZE

Subject to final eligibility verification, winner acceptance, and completion of all required documentation, each confirmed People's Choice Winner will receive advancement directly into the Top 20 (semifinalist placement) of the 2026 Miss USA live competition or the 2026 Miss Teen USA live competition, as applicable to the People's Choice Winner's division, or the equivalent semifinalist placement if the format of the applicable live competition changes (the "People's Choice Prize").

The People's Choice Prize consists solely of the semifinalist placement described above. The People's Choice Prize does not guarantee any placement, ranking, or result in the applicable live competition beyond the semifinalist placement described above, and all further advancement in the live competition will be determined in accordance with the rules and procedures of the applicable live competition. The People's Choice Prize is subject to the People's Choice Winner's continued eligibility for, and participation in, the applicable 2026 live competition, compliance with all applicable competition rules and requirements, execution of any required agreements, and fulfillment of all obligations communicated by Operator or the applicable competition organization.

The People's Choice Prize does not constitute employment, compensation, or a cash prize. The People's Choice Prize has no cash value, is non-transferable, and may not be substituted, exchanged, or redeemed for cash or any other benefit. No People's Choice Winner will receive a cash payment or guaranteed financial award solely by virtue of being selected through the Competition.

Unless otherwise expressly confirmed in writing by Operator, People's Choice Winners remain responsible for all costs and obligations associated with preparing for and participating in the applicable live competition, including, without limitation, travel, wardrobe, preparation, and other personal expenses, except as otherwise provided under the People's Choice Winner's existing agreements with the applicable competition organization.

Replacement. If, at any time before the commencement of the applicable 2026 live competition, a confirmed People's Choice Winner is disqualified, withdraws, is removed, becomes ineligible, fails to complete required documentation, or is otherwise unable or unwilling to use the People's Choice Prize, the People's Choice Prize will pass to the eligible Contestant in that division with the next-highest number of validated Qualifying Votes in Round 3, determined in accordance with the Winner Determination and Tie-Breakers section of these Rules, subject to the same acceptance, verification, and documentation requirements, and will continue to pass down the validated Round 3 ranking of that division until accepted by an eligible Contestant. Operator reserves the right to decline to reallocate a People's Choice Prize where reallocation is impracticable due to the timing of the applicable live competition.

Operator reserves the right to rescind, withhold, or decline to confirm any People's Choice Prize if the selected individual fails to timely accept the People's Choice Prize, fails to complete required documentation, is determined to be ineligible, violates these Rules, or is otherwise unable or unwilling to satisfy the requirements of the People's Choice Prize.

ANNOUNCEMENT RESTRICTIONS AND PUBLICITY

Potential and confirmed People's Choice Winners may not publicly disclose, post, publish, or otherwise reveal their confirmed selection unless and until expressly authorized to do so by the Miss USA or Miss Teen USA organization, notwithstanding that provisional standings may be publicly visible on the Website. Any unauthorized disclosure or announcement may result in disqualification, rescission of the People's Choice Prize, or such other action as Operator determines appropriate in its sole discretion.

Official announcements of confirmed People's Choice Winners will be made at the time, in the manner, and through the channels determined by Operator or the applicable Miss USA or Miss Teen USA organization, which may include official social media accounts, websites, press materials, and other promotional communications.

By accepting selection as a People's Choice Winner, each confirmed People's Choice Winner consents to Operator's use of the People's Choice Winner's name, submitted headshot, likeness, approved biographical information, and other approved Competition materials for purposes reasonably related to announcing, promoting, administering, and publicizing the Competition results and the applicable 2026 live competition, without additional compensation, except where prohibited by law.

Where a confirmed People's Choice Winner is under eighteen (18) years of age, the parent or legal guardian must provide any additional publicity consent or authorization required by Operator.

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 Contestant, Voter, potential People's Choice Winner, confirmed People's Choice Winner, or, where applicable, a parent or legal guardian of a Minor Contestant, 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) providing false, misleading, incomplete, deceptive, or non-compliant information or Competition materials; (c) acting in any manner deemed by Operator to be harmful to the Competition, other Contestants, the Miss USA or Miss Teen USA organizations, or the integrity of the People's Choice process; (d) publicly disclosing a confirmed People's Choice Winner selection before authorization from the Miss USA or Miss Teen USA organization; or (e) 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 voting, tabulation, announcement, or selection process; the operation of the Competition; or otherwise in breach of these Rules and/or the Terms of Use. **ANY ACTION BY A CONTESTANT, VOTER, POTENTIAL OR CONFIRMED PEOPLE'S CHOICE WINNER, PARENT OR LEGAL GUARDIAN, 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.

If a Contestant is disqualified, withdraws, or is removed during a live public voting round, votes previously cast for that Contestant will not be reallocated or refunded, and the remaining Contestants' standings will be determined without regard to the removed Contestant, in accordance with these Rules.

WINNER REQUIREMENTS AND CONSENT

Any potential People's Choice Winner will be required to execute and return a confirmation agreement, eligibility verification materials, publicity and likeness consents, and any other documents reasonably required by Operator or the applicable Miss USA or Miss Teen USA organization. All required documents must be completed and returned within forty-eight (48) hours of the delivery of selection notice, unless a different deadline is expressly provided by Operator in writing.

If a potential People's Choice Winner fails or refuses to timely execute and return all required documents, fails to provide requested eligibility verification, is determined to be ineligible, or otherwise fails to comply with these Rules, Operator may disqualify that potential People's Choice Winner, rescind the People's Choice Prize, and reallocate the People's Choice Prize in accordance with the Replacement provision of these Rules.

Where a potential People's Choice Winner is under eighteen (18) years of age, the winner's parent or legal guardian will be required to execute any documents, consents, acknowledgments, or agreements required by Operator on behalf of the Minor Contestant, to the extent permitted by law.

By accepting the People's Choice Prize, each confirmed People's Choice Winner agrees to comply with all applicable Miss USA or Miss Teen USA organization requirements, live competition requirements, obligations, conduct standards, deadlines, and instructions communicated by Operator or the applicable competition organization.

Operator is not responsible for any failure by any Contestant, potential People's Choice Winner, confirmed People's Choice Winner, or parent or legal guardian to receive or respond to communications, or to notify Operator of any change in contact information.

Each confirmed People's Choice Winner agrees to conduct themselves in accordance with all applicable laws, these Rules, and generally accepted standards of conduct while participating in any Competition-related activity. Operator reserves the right, in its sole discretion, to disqualify, remove, or rescind the selection of any confirmed People's Choice Winner if Operator determines that the winner's conduct is disruptive, inappropriate, unlawful, harmful to the Competition or the Miss USA or Miss Teen USA organizations, or otherwise inconsistent with these Rules or applicable requirements.

Taxes. Each confirmed People's Choice Winner (or, for a winner under eighteen (18) years of age, the winner's parent or legal guardian) is solely responsible for any federal, state, and local taxes associated with acceptance of the People's Choice Prize or any benefits provided in connection with it, and may be required to complete tax documentation, including an IRS Form W-9, as a condition of confirmation. Tax identification numbers and other sensitive identifiers must not be sent by email and must be submitted only through the secure submission method designated by Operator.

WAIVER AND LIMITATIONS OF LIABILITY

PARTICIPANTS, INCLUDING CONTESTANTS, VOTERS, POTENTIAL PEOPLE'S CHOICE WINNERS, CONFIRMED PEOPLE'S CHOICE WINNERS, AND, WHERE APPLICABLE, PARENTS OR LEGAL GUARDIANS OF MINOR CONTESTANTS, AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPERATOR, ADMINISTRATOR, ITS PARENT COMPANIES, AFFILIATES, SPONSORS, SERVICE PROVIDERS, PRODUCTION PARTNERS, VOTING TECHNOLOGY PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, COLLECTIVELY, THE "COMPETITION ENTITIES," BE LIABLE OR OBLIGATED TO ANY PARTICIPANT 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 SUBMISSION, PUBLICATION, DISPLAY, OR USE OF COMPETITION MATERIALS, THE USE OF PARTICIPANTS' NAMES, LIKENESSES, BIOGRAPHICAL INFORMATION, PHOTOGRAPHS, VIDEOS, OR OTHER SUBMITTED CONTENT AS AUTHORIZED BY THESE RULES, AND/OR THE ACCEPTANCE, USE, MISUSE, LOSS, OR MISDIRECTION OF ANY PEOPLE'S CHOICE PRIZE OR OTHER BENEFIT ASSOCIATED WITH THE COMPETITION, 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, inaccurate, corrupted, delayed, or misdirected materials, payments, votes, or communications; (c) for injuries, damages, or losses of any kind resulting in whole or in part, directly or indirectly, from participation in the Competition, acceptance or use of any People's Choice Prize, or participation in any Competition-related activity; (d) for copyright infringement or violation of the right of publicity, right of privacy, or other rights based on use of submitted materials by Operator as authorized by these Rules; or (e) due to any error in the offering, administration, tabulation, selection, notification, announcement, or confirmation of any People's Choice Winner or People's Choice 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 INFORMATION, HUMAN ERROR, TECHNICAL MALFUNCTION, FAILURES, OMISSIONS, INTERRUPTIONS, DELETIONS, OR DEFECTS OF ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEMS, COMPUTER EQUIPMENT, SERVERS, ACCESS PROVIDERS, PAYMENT SYSTEMS, 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, MATERIALS, VOTES, OR OTHER COMPETITION RECORDS 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, SUBMITTING MATERIALS, OR COMPLETING PAYMENT ON THE WEBSITE IS NOT CONSIDERED PROOF OF DELIVERY, ACCEPTANCE, 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 CONTESTANTS, VOTERS, PARENTS, LEGAL GUARDIANS, OR OTHER INDIVIDUALS, OFF-SITE VOTE INCENTIVES, MISLEADING OR DECEPTIVE PROMOTIONAL TACTICS, OR ANY OTHER BEHAVIORS CONSIDERED TO BE MISLEADING OR UNSPORTSMANLIKE.

California Residents. EACH PARTICIPANT WHO IS A CALIFORNIA RESIDENT EXPRESSLY WAIVES, WITH RESPECT TO THE RELEASES SET FORTH IN THESE RULES, ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE AND ANY SIMILAR LAW OF ANY OTHER STATE. SECTION 1542 READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION AND MANDATORY ARBITRATION

References to Operator in this section include each of the Competition Entities, each of which is an intended third-party beneficiary of, and entitled to enforce, this arbitration agreement. You and Operator agree that any dispute or claim arising out of, or relating in any way to, the Competition, your participation in it, the participation of a Minor Contestant authorized by you where applicable, 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 Contestants, Voters, potential People's Choice Winners, confirmed People's Choice Winners, parents or legal guardians, and/or 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.** The arbitrator may not consolidate the claims of more than one person and may not preside over any form of class, collective, or representative proceeding. The arbitrator, and not any court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement; provided, however, that the interpretation, applicability, and enforceability of the class action waiver set forth in this section may be determined only by a court of competent jurisdiction, and not by an arbitrator. **YOU AND OPERATOR EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY.**

Claims shall be heard by a single arbitrator. The place of arbitration shall be MIAMI-DADE COUNTY, FLORIDA, unless otherwise agreed by the Parties or determined by the arbitrator to proceed virtually by videoconference. This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the arbitration shall otherwise 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. Payment of arbitration filing, administration, and arbitrator fees will be allocated as provided in the AAA Consumer Arbitration Rules. If you are unable to pay any AAA filing fee required of you, Operator will pay that filing fee on your behalf upon your written request. Each Party will bear its own attorneys' fees and costs, except that a Party may recover fees and costs where an applicable statute or the AAA Consumer Arbitration Rules expressly provide for such recovery. 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.

Opt-Out Right. You may opt out of this arbitration agreement, without any effect on your ability to participate in the Competition, by delivering written notice of opt-out to Operator at the address set forth in the Competition Organizer section, or by email to techsupport@missusa.com with the subject line "Arbitration Opt-Out," within thirty (30) days after the date you first accept these Rules. An opt-out notice must include your name, the email address associated with your participation, and a statement that you opt out of arbitration.

Small Claims. Notwithstanding the foregoing, either Party may bring an individual claim in small claims court in a jurisdiction where the claim qualifies, so long as the claim remains in that court and is brought solely on an individual basis.

Coordinated Filings. If twenty-five (25) or more arbitration demands raising similar claims are filed against Operator by or with the assistance of the same or coordinated counsel or organizations, the Parties agree that the demands will be administered in staged batches under applicable AAA procedures, with an initial set of bellwether proceedings resolved before remaining demands are administered. Statutes of limitation will be tolled for demands pending in later batches.

Time Limit for Claims. To the extent permitted by applicable law, any claim or dispute arising out of or relating to the Competition, these Rules, the Terms of Use, or the Privacy Policy must be filed in arbitration, or in small claims court where permitted under this section, within one (1) year after the event or occurrence giving rise to the claim or dispute. Any claim or dispute not filed within that period is permanently barred.

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, any voting round, any Competition Day, or any other phase 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 or any phase 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 of the Competition or any phase of the Competition. Further, if the Competition is terminated before the original end date, Operator reserves the right, in its sole discretion, to modify the procedure for determining advancement or selecting People's Choice Winners, unless the nature of the event giving rise to such termination renders it impossible to do so. No modification of these Rules will retroactively alter the material terms applicable to a vote purchase completed before the modification was posted, unless required by applicable law. Each version of these Rules will state its effective date. Any dispute will be governed by the version of the arbitration provision in effect at the time the participant most recently accepted these Rules.

WITHDRAWAL AND REMOVAL

By participating in the Competition as a Contestant or Voter, you understand that a Competition withdrawal request or request for removal from the Competition can take up to seventy-two (72) hours to be processed. If a withdrawal or removal request is submitted while a public voting round is active, Operator may, in its discretion, defer removal of the Contestant or Contestant profile until the conclusion of the then-current voting round or such other time as Operator reasonably determines is necessary to protect the integrity and orderly administration of the Competition. During this processing period, the Contestant profile may remain active and visible, and votes may continue to be cast.

Upon Operator's receipt of a withdrawal or removal request, the ability to purchase votes for the affected Contestant, and access to any gated content on the affected Contestant's profile, will be disabled as promptly as reasonably practicable, even if the Contestant profile otherwise remains temporarily visible for round administration.

Withdrawal or removal requests concerning a Minor Contestant, and requests based on safety, harassment, or similar concerns, will be processed on an expedited basis, with profile removal targeted within twenty-four (24) hours of receipt.

A Contestant who withdraws or is removed from the Competition is not eligible for Daily Bonus Votes, Task Bonus Votes, round advancement, or the People's Choice Prize, and any votes cast for that Contestant will not be reallocated to any other Contestant.

Voters and Contestants both acknowledge and agree that no refunds will be given upon a Contestant's request for removal from the Competition. Operator does not encourage withdrawal or voluntary removal from the Competition, as this does a disservice to Voters. By voting, you understand and acknowledge that no refunds will be offered should a Contestant be eliminated, disqualified, or willingly withdraw from the Competition. Voters acknowledge that there are no exceptions to this policy, except as may be required by applicable law.

NO REFUND POLICY

All sales of fan votes, voting credits, voting packages, and other paid voting opportunities are final and non-refundable, except where required by applicable law or expressly authorized by Operator in writing. Due to the immediate, digital, and non-returnable nature of these transactions, including the immediate application of purchased votes to the selected Contestant and the immediate delivery of any content access included in a vote package, Operator does not issue refunds, credits, or exchanges once a transaction has been successfully processed and the applicable voting opportunity has been made available or used.

Once a Vote is cast for a Contestant, that Vote is recorded in the Competition voting system and cannot be retracted, canceled, transferred, reassigned, or applied to another Contestant by the Voter. No refunds will be provided for

Votes that have been cast, regardless of the outcome of the Competition, the standing of a particular Contestant, or whether the Contestant later withdraws, is removed, or is disqualified.

Without limiting the foregoing, Operator will not issue refunds solely due to:

- buyer's remorse or accidental purchases made by the user;
- the fact that a repeat vote package purchase for the same Contestant unlocks the same gated content as a prior purchase and does not include additional, new, or different content;
- dissatisfaction with Competition results, daily standings, Daily Bonus Vote awards, or the standing of a particular Contestant;
- disqualification, withdrawal, removal, or ineligibility of a Contestant;
- the revocation, adjustment, or reallocation of Daily Bonus Votes in accordance with these Rules;
- changes to Competition rules, timelines, rounds, or event structure made in accordance with these Rules;
- user error, including voting for the incorrect Contestant, purchasing or casting an unintended number of Votes, or submitting inaccurate information; or
- failure of a Contestant or Voter to review or understand these Rules before completing a transaction.

In the rare event of a confirmed, reproducible system malfunction attributable to Operator that prevents the successful processing or recording of a paid voting transaction, Operator may, in its sole discretion and subject to applicable law, provide a digital credit, replacement voting opportunity, refund, or other remedy Operator determines appropriate under the circumstances. Operator may also issue a refund in the event of an accidental duplicate charge or where otherwise required by applicable law.

Users must report suspected payment or system errors to techsupport@missusa.com within seven (7) days of the transaction and provide sufficient information and supporting evidence for Operator to investigate the issue.

By submitting payment, you acknowledge and agree to this No Refund Policy. Initiating a payment dispute or chargeback without a good-faith basis, or for a transaction that was validly authorized and properly fulfilled, may constitute a violation of these Rules and/or the Terms of Use. Operator reserves the right to suspend or terminate access to the Website, remove or disqualify a participant where applicable, and contest invalid or abusive payment disputes through the applicable payment processor or financial institution.

Operator reserves the right to modify, amend, or update this No Refund Policy at any time, subject to applicable law. Any changes will be effective upon posting the updated policy on the Website; provided, however, that the refund terms applicable to a completed transaction will be those in effect at the time of that transaction, unless otherwise required by applicable law.

GOVERNING AGREEMENT

These Rules, together with the Terms of Use, the Privacy Policy, and, for Contestants, any participation, consent, or authorization documentation executed by or on behalf of a Contestant, constitute the complete and governing rules for your use of the Website and the Contestant Portal and your participation as a Contestant, Voter, potential People's Choice Winner, confirmed People's Choice Winner, or, where applicable, a parent or legal guardian of a Minor Contestant, 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 except for information these Rules expressly contemplate will be posted on the Website or the Contestant Portal, including schedules, vote package pricing, Promotional Window terms, Daily Bonus Vote activations, and Task terms, which is incorporated into these Rules by reference. In the event of a conflict between these Rules and any such executed documentation with respect to a Contestant's participation, the executed documentation will control.

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 confirmed People's Choice Winners, 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.