

2021 State Farm Dark Horse Dunker Fan Vote Contest

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

CONTEST VOTING PERIOD: The 2021 State Farm Dark Horse Dunker Fan Vote Contest (the “**Contest**”) starts on February 15, 2021 at 12:00 p.m. Central Time and ends on March 18, 2021 at 11:59 a.m. Central Time (the “**Contest Voting Period**”).

ELIGIBILITY: The potential participants in the Contest are determined by Intersport, Inc. (“**Administrator**”), in conjunction with State Farm Mutual Automobile Insurance Company (“**Sponsor**”) from submissions received from collegiate athletics administrators, and must be current college students in good standing who are on track to graduate at the end of the 2020-2021 academic school year or otherwise have completed their college basketball career or exhausted their eligibility, eighteen (18) years of age or older, and legal residents of the United States. Employees of Sponsor, Administrator, ESPN, Inc. (“**ESPN**”), and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, members of their immediate family (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and persons living in the same household, of such employees (whether or not related), are NOT eligible to participate. Void where prohibited by law. The Contest is subject to all applicable federal, state, and local laws.

SELECTION OF PLAYERS: Prior to the Contest Voting Period, based on their judging criteria, in their sole discretion, a committee of independent judges will determine sixteen (16) finalists from all possible participants. The committee shall select finalists based upon their demonstrated skillset, statistics throughout their college career, character, and leadership qualities. During the Contest Voting Period, the sixteen (16) finalists that are chosen to participate in the Contest and have been deemed eligible by Administrator prior to the Contest Voting Period (each, a “**Player**” and collectively, the “**Players**”) will be voted on by the public at <https://darkhosedunker.com> (the “**Website**”) in a bracket-style fan voting competition featuring a profile and highlight reel for each Player.

CONTEST PROCESS: During the Contest Voting Period, Players will be voted on by the public on the Website in a bracket-style fan voting competition featuring a profile and highlight reel for each Player. All profiles and highlight reels submitted by or on behalf of a Player are property of Sponsor and will not be returned. Administrator and Sponsor reserve the right to modify highlight reels in their sole discretion. Voters (as defined below) can vote up to once per device per calendar day via the Website in each head-to-head bracket match-up. The one (1) Player with the highest number of valid votes (as determined by Administrator) in each head-to-head bracket match-up will advance to the next round, as further detailed below. The one (1) Player receiving the highest number of valid votes in the final round of the Contest will be deemed a potential “Grand Prize Winner” and, after successfully completing the necessary agreements and releases, will receive an invitation to receive a roster spot at the 2021 State Farm College Slam Dunk & 3-Point Championships currently scheduled to take place on Thursday

April 1, 2021 (the “**Event**”) in the Indianapolis, Indiana area, subject to verification of eligibility by Administrator. Administrator reserves the right to choose an alternative Grand Prize Winner if, in its sole discretion, it determines that there are voting irregularities or other unsportsmanlike conduct on the part of the applicable Player(s) or Voters. Prize awards are subject to the Grand Prize Winner’s acceptance of the invitation, verification of eligibility, completion of required releases and agreements, and compliance with these Official Rules.

VOTING: The bracket for the Contest shall include sixteen (16) eligible Players, for a total of eight (8) head-to-head bracket match-ups in the first round. The bracket will be seeded initially in Administrator’s sole discretion. Eligible voters must be individuals acting of their own volition and in compliance with these Official Rules (each a “**Voter**” and collectively “**Voters**”). Voters may click on the appropriate link on the Website to submit a vote. Limit one (1) vote per device per calendar day for each head-to-head bracket match-up. In the unlikely event of a tie in voting results, a winner from such tie will be selected through a random drawing conducted by Administrator. If Voters choose to vote via mobile device, such Voter will be responsible for all related charges. Voters should consult their service plan and provider agreement prior to voting via a mobile device. Discovery by Administrator of material evidence of attempt(s) to use bots or automatic devices, third-party services, incentives, bribes, vote-swapping sites, redirect links, disguised or fraudulent links, or other tactics to place impermissible votes will result in disqualification of the responsible Voter from participation in the Contest, and may result in further investigations by Administrator regarding potential coordination with a Player or Players. Coordination or encouragement of improper voting by or with a Player violates the spirit of sportsmanship for this Contest.

Phase One Voting Period: All sixteen (16) Players will be featured on the Website between February 15, 2021 at 12:00 p.m. Central Time and February 22, 2021 at 11:59 a.m. Central Time (the “**Phase One Voting Period**”). During the Phase One Voting Period, Voters will be invited to visit the Website and vote one (1) time per device per calendar day for each head-to-head bracket match-up. The Player in each bracket match-up with the most valid votes during the Phase One Voting Period, as determined by Administrator, will have the opportunity to move on to the next phase.

Phase Two Voting Period: The eight (8) Players who advance from the Phase One Voting Period will be featured on the Website between February 23, 2021 at 12:00 p.m. Central Time and March 2, 2021 at 11:59 a.m. Central Time (the “**Phase Two Voting Period**”). During the Phase Two Voting Period, individuals will be invited to visit the Website and vote one (1) time per device per calendar day for each head-to-head bracket match-up. The Player in each bracket match-up with the most valid votes during the Phase Two Voting Period, as determined by Administrator, will have the opportunity to move on to the next phase.

Phase Three Voting Period: The four (4) Players who advance from the Phase Two Voting Period will be featured on the Website between March 3, 2021 at 12:00 p.m. Central Time and March 10, 2021 at 11:59 a.m. Central Time (the “**Phase Three Voting Period**”). During the Phase Three Voting Period, individuals will be invited to visit the Website and vote one (1) time per device per calendar day for each head-to-head bracket match-up. The Player in each bracket

match-up with the most valid votes during the Phase Three Voting Period, as determined by Administrator, will have the opportunity to move on to the next phase.

Phase Four Voting Period: The two (2) Players who advance from the Phase Three Voting Period will be featured on the Website between March 11, 2021 at 12:00 p.m. Central Time and March 18, 2021 at 11:59 a.m. Central Time (the “**Phase Four Voting Period**”). During the Phase Four Voting Period, individuals will be invited to visit the Website and vote one (1) time per device per calendar day. Subject to verification of eligibility and compliance with these Official Rules, the Player with the most votes during the Phase Four Voting Period, as determined by Administrator, will be deemed the potential Grand Prize Winner subject to the requirements for winner verification. Votes received from any voter in excess of the stated limit, or otherwise in violation of these Official Rules, may be void. All voting and winner determination are subject to verification of eligibility, completion of required agreements and releases, and compliance with these Official Rules.

PLEASE NOTE THAT ALL VOTING DURING THE CONTEST VOTING PERIOD IS LIMITED TO ONE (1) DEVICE PER CALENDAR DAY FOR EACH HEAD-TO-HEAD BRACKET MATCH-UP. FOR SHARED DEVICES, SUBMISSIONS FROM ONLY ONE (1) VOTER WILL BE ACCEPTED PER CALENDAR DAY FOR EACH HEAD-TO-HEAD BRACKET MATCH-UP.

SPIRIT OF THE CONTEST: The spirit of the Contest is fair competition and good sportsmanship. Sponsor and Administrator expect and require Voters, Players, and their supporters to act accordingly. Sponsor and Administrator require that Players participate in the Contest and win it the “right way” through fair-play and encouraging voting support in their schools and communities in ways that do not violate these Official Rules. However, using unsportsmanlike means to get votes is expressly prohibited and may result in disqualification. Using ‘unsportsmanlike means’ includes, but is not limited to, the following:

- payment for votes through online or other vote generating services;
- offer of giveaways or any other incentives for votes, or allowing others to provide incentives for votes including, but not limited to, giving away free or discounted food, beverages, services, or merchandise in exchange for voting for a certain Player;
- use of scripts, macros, bots, or any automated system to vote or with the intent to impair the integrity of the voting process during any Voting Period;
- voting through any means with the intent to impair the integrity of the voting process or encouraging voters to violate the Official Rules;
- disparaging or harassing conduct related to Players or Voters in person and/or on social media; and
- any other fraudulent, inappropriate, or unsportsmanlike conduct as determined in Administrator’s sole and absolute discretion.

Votes generated by any means that subvert these Official Rules or the spirit of the Contest may be declared void in the sole discretion of Administrator. Players deemed to have violated the spirit of the Contest by using ‘unsportsmanlike means’ or by threatening or harassing or encouraging others to threaten or harass Sponsor or Administrator, as determined in

Administrator's sole and absolute discretion, may be disqualified. Decisions by Administrator are final and binding on all matters relating to the Contest. By agreeing to participate in the Contest and Contest Voting Period, each Player and Voter agrees to abide by Administrator's decisions and expressly and irrevocably waives any and all claims arising out of Administrator's decisions related to the Contest.

WINNER NOTIFICATION: The potential Grand Prize Winner will be notified by telephone, email or via social media. The potential Grand Prize Winner will be required to execute and return an Affidavit of Eligibility, a Liability and Publicity Release (except where prohibited by law), an Assignment of Rights, or a single document that includes these elements, and any other documents required by Administrator within two (2) business days of the date appearing on prize notification. The Grand Prize Winner must also agree to follow all standard rules and regulations relating to applicable participation in the Event or they may be ejected from the Event and no additional compensation will be provided. Return of prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Administrator to contact a potential Grand Prize Winner within a reasonable time period, or noncompliance with these Official Rules by any potential Grand Prize Winner will result in disqualification and, at Administrator's sole discretion, the opportunity to be a potential Grand Prize Winner may be awarded to a runner-up Player.

GRAND PRIZE: The grand prize shall consist of a three (3) day / two (2) night trip to the Indianapolis, Indiana area in connection with the Event, where the Grand Prize Winner will participate in the applicable portion of the Event. Details of the Grand Prize Winner's participation in the Event shall be determined in the sole discretion of Sponsor, the Event's coaching and/or training staff, and Administrator.

The Grand Prize Winner's prize will include roundtrip, coach class air transportation from a major U.S. gateway airport nearest the Grand Prize Winner's residence or ground transportation, if applicable, to Indianapolis, Indiana two (2) nights of standard hotel accommodations (one room, double occupancy, and all room taxes – incidentals will be the responsibility of the Grand Prize Winner), and necessary ground transportation in the Indianapolis, Indiana area for Grand Prize Winner's participation in the Event and related official activities, official Event gear, organized Event participant meals, and the opportunity to win an award for winning the applicable section of the Event. Ground transportation to and from the Grand Prize Winner's home airport is **not** included if airfare is provided. If the Grand Prize Winner resides within a three hundred (300) mile radius of Indianapolis, Indiana, ground transportation will be provided in lieu of air transportation and no compensation, cash value, or substitution will be provided with respect to any of these prize elements.

The approximate retail value ("ARV") of the Grand Prize Winner's prize is Two Thousand US Dollars (\$2,000). Actual value of the prize may vary based on the Grand Prize Winner's residence, point of departure, and fares at time of travel. Any difference between stated value and actual value will not be awarded. The prize travel must be taken on dates specified by Administrator. The Grand Prize Winner must have completed all required paperwork related to the Contest including an Affidavit of Eligibility, a Liability and Publicity Release (except where prohibited by law), an Assignment of Rights, or a single document that includes these elements,

and any additional documents as required by Administrator, Sponsor, or ESPN. The potential Grand Prize Winner must also agree to participate in the Event on scheduled dates, as well as in any media or recordings related to the Contest and the Event **and provide proof of a negative COVID-19 test acceptable to Administrator prior to travel and agree to additional on-site COVID-19 testing arranged by Administrator**. Failure to comply with the foregoing may result in forfeiture of the prize, in which case Sponsor and Administrator will have no further obligation to such potential Grand Prize Winner and may award the prize to an alternative winner. Sponsor and Administrator reserve the right to change the dates of any phase of the Contest or the taping or airing of the Event in their discretion. Travel must be booked through Administrator or Administrator's agent on a carrier or ground transportation provider of Administrator's choice.

All federal, state, and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided, including transportation to and from the home airports, hotel incidentals, additional unspecified transportation, meals (aside from official participant meals), souvenirs, gratuities, and luggage fees are the sole responsibility of the Grand Prize Winner taking the trip. In the event the Grand Prize Winner engages in behavior that is inappropriate, threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person (as determined by Sponsor and Administrator in their sole discretion), or tests positive for COVID-19 on-site, Sponsor and Administrator reserve the right to terminate the travel and accommodations of the Grand Prize Winner early, in whole or in part, and send the Grand Prize Winner home with no further compensation. Neither Sponsor nor Administrator shall be responsible for damages, losses, or injury resulting from acceptance or use of the trip or other prize elements. The prize elements are awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor or Administrator. The Grand Prize Winner may not substitute, assign, or transfer his prize or redeem any prize element for cash, but Sponsor and Administrator reserve the right, at their sole discretion, to substitute the prize (or any portion thereof) with one of comparable or greater value. All prize details are at Sponsor's and Administrator's sole discretion.

Should a Grand Prize Winner test positive for COVID-19 on-site, it is agreed that they will be transported home via ground in a private vehicle arranged by Administrator.

If the Grand Prize Winner is not available or eligible to travel on the dates specified **or cannot provide a negative COVID-19 test result acceptable to Administrator prior to travel**, Sponsor and Administrator may, in their sole discretion, terminate privileges of such Grand Prize Winner, and an alternate Grand Prize Winner may be selected from the remaining eligible Players in Administrator's and Sponsor's sole discretion. Travel restrictions, conditions, and limitations may apply. Travel arrangements are subject to availability and must be roundtrip rather than multi-city travel unless pre-approved by Administrator in Administrator's sole discretion. Sponsor and Administrator shall not be responsible for any cancellations, delays, diversions, substitutions, or any act or omissions whatsoever by the air carriers, hotels, other transportation companies, or any other persons providing any of these services and accommodations necessitated by same. Sponsor and Administrator shall not be liable for any loss or damage to baggage. If for any reason the Event is delayed, cancelled, or postponed, Sponsor and Administrator reserve the right, but are not obligated, to cancel or modify the Contest in their

sole discretion and may award a substitute prize of equal or greater value, which may include, but is not limited to, a cash prize equivalent based upon the ARV of the trip portion of the prize as set forth in these Official Rules.

The Grand Prize Winner is solely responsible for obtaining any and all necessary travel documents (including, but not limited to, valid photo identification, credit card, etc.) **and proof of a negative COVID-19 test result acceptable to Administrator prior to travel** before departure. Sponsor and Administrator will not be responsible for any failure by the Grand Prize Winner to attend the Event due to flight or travel mishaps or delays including, but not limited to restrictions or delays caused by COVID-19. Sponsor and Administrator will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage, epidemic or pandemic including, but not limited to COVID-19 and variants, government restrictions, or any other natural disaster outside their control that may cause the cancellation or rescheduling of the Event.

GENERAL CONDITIONS: By participating in the Contest, each Player agrees: (a) to abide by these Official Rules and the decisions of Sponsor, Administrator, and any judges of the Contest, which shall be final and binding in all respects relating to the Contest; (b) to release, discharge and hold harmless Sponsor, Administrator, ESPN, other Event sponsors, promotional channels including Facebook, Instagram and Twitter, the Event venue and third parties responsible for execution of the Event or travel or accommodations for the Event, and their respective parents, affiliates, contractors, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents, and representatives of the foregoing (collectively, “**Released Parties**”) from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity or the acceptance, possession, use, or misuse of any awarded prize including any travel or any activity related thereto; and (c) to the grant of rights to Licensees (as defined and detailed below).

By participating in the Contest, each Player acknowledges that if selected as a Grand Prize Winner, the Event may include physical activities including, but not limited to, the following: running, passing, dribbling, shooting, jumping, body contact, and other basketball activities (the “**Activities**”). Players must warrant that they are physically fit and, if determined as the Grand Prize Winner, fully able to participate in the Activities and have not been advised to avoid the Activities by a medical practitioner. Furthermore, Players must have health, accident, and liability insurance to cover any bodily injury or property damage **including, but not limited to any claims related to COVID-19**, which they may suffer while participating in, or traveling to/from the Event and the Activities (if determined as a Grand Prize Winner). If the Grand Prize Winner does not have insurance as described above, he agrees to bear the costs of any injury or damage to himself and in no event will Released Parties be liable for such costs.

By participating in the Contest, each Player agrees and acknowledges that substantial swings in voting may occur during the Contest Voting Period and that these swings are not inherently evidence of improper conduct by other Players or Voters.

By participating in the Contest, each Player further agrees that in the event Administrator, Sponsor, or ESPN requests that such Player remove any publicity or other materials relating to

the Player's participation in the Contest or Event, if applicable, from digital or social media or otherwise broadcast to the public, such Player will promptly comply with each such request.

By participating in the Contest, each Player irrevocably grants to Administrator, Sponsor, ESPN, their production and promotion partners related to the Contest and the Event, and their respective affiliates, agents, owners, officers, employees, vendors, sponsors, parent companies, their successors, assigns and all other persons or entities acting in any capacity on their behalf (collectively, "**Licensees**") all necessary rights to make audio and video recordings of the Player, photograph the Player, and record the Player's voice, conversation, and any performance he gives (including any musical compositions), in connection therewith, and that Licensees shall be exclusive owners of the results and proceeds of such taping, photography, and recording (collectively "**Content**") with all rights including, but not limited to the right of publicity, throughout the world via all media (now known or subsequently developed) in perpetuity. For the avoidance of doubt, each Player further agrees that Licensees have an unlimited right to use Content in perpetuity in association with media related to the Contest and the Event and related promotions, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof without payment or any additional compensation to any Player or any third party or parties. Each Player expressly waives any and all moral rights in connection with Content, and agrees that the rights granted hereunder will not be governed by any guild, union or performing rights organization.

No payments or compensations are, or will be, due to the Players arising out of the grants of rights set forth herein and/or their participation. Nothing herein will constitute any obligation on the part of Licensees to use any of the above rights.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled profile, highlight reel or other Player materials ("**Materials**") or communications received prior to pre-determining the eligible Players, nor for lost, interrupted or unavailable network, server, internet service provider, Website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing, or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the tabulation of votes, the announcement of the prizes, the incorrect uploading of the video or in any Materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating and voting in the Contest or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Contest or the Website, who act in an unsportsmanlike or disruptive manner, or who are in violation of these Official Rules, as solely determined by Administrator, will be disqualified and all associated Players will be disqualified and/or votes will be void. Should any portion of the Contest be, in the sole discretion of Administrator, compromised by virus, worms, bugs, non-authorized human

intervention, or other causes which, in the sole discretion of Administrator, corrupt or impair the administration, security, fairness, or proper play, Administrator reserves the right at its sole discretion to suspend, modify, or terminate the Contest and, if terminated, at its discretion, determine the potential Grand Prize Winner from all eligible, non-suspect Players based on the suggested judging criteria listed above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

WINNER LIST: For the name of the Grand Prize Winner, visit the Website within thirty (30) days of March 18, 2021. Profiles and highlight reels related to Players who are not determined as the Grand Prize Winner may be taken down after April 15, 2021.

SPONSOR: State Farm Mutual Automobile Insurance Company, One State Farm Plaza, Bloomington, Illinois 61710.

ADMINISTRATOR: Intersport, Inc., 303 East Wacker Drive, Suite 2200, Chicago, Illinois 60601.