BOY SCOUTS OF AMERICA'S "UPDATE YOUR PIN" GIVEAWAY JUN-SEPT 2020

OFFICIAL RULES No Purchase Necessary to Enter or Win.

1. Promotion Period: The Boy Scouts of America ("BSA") Update Your Pin Giveaway (the "Promotion") begins 12:01 a.m. Central Daylight Time ("CDT"), June 1, 2020, and ends 11:59:59 p.m. CDT, September 30, 2020 (the "Promotion Period").

2. Eligibility: The Prizes (as defined below) will only be awarded to chartered units of the BSA (each, a "Unit") in accordance with these Official Rules. Units may only be entered into the Promotion by legal U.S. residents physically residing in the 50 United States and the District of Columbia who are at least 18 years of age or older at the time of entry, registered as BSA adult leader, have a my.Scouting.org account, and have access and permission to update the contact and location information associated with a Unit's locator pin on BeAScout.org (each such person, an "Entrant", "you" or "your"). Entrants are providing an entry on behalf of a Unit, and the Unit selected to win will receive the Prize; no Entrant will receive a prize for his or her own personal benefit. Employees, directors, officers and the immediate family members of each (i.e., parent, child, siblings and spouse, or persons living the same household, whether related or not) of the Boy Scouts of America ("Sponsor") and its affiliated companies, as well as those of Sponsor's advertising and promotion agencies, and any other entities directly associated with this Promotion (collectively, "Promotion Parties") are not eligible to be an Entrant. VOID WHERE PROHIBITED BY LAW.

3. How to Enter a Unit into the Promotion: During the Promotion Period, login to your my.Scouting.org account, then navigate to "Be A Scout" under the "Legacy Web Tools" section of the main Menu, then click the "Unit Pin Management" tab, then select the Unit you desire to enter into the Promotion (the "Designated Unit") from the "Unit Description" drop down menu, and then enter current information about the Designated Unit and click Save. By updating the Designated Unit's information on the Unit Pin Management screen during the Promotion Period, the Designated Unit will receive one (1) entry ("Entry") into the Promotion. LIMIT ONE ENTRY PER UNIT, EVEN IF A DESIGNATED UNIT'S PIN IS UPDATED MULTIPLE TIMES DURING THE PROMOTION PERIOD. Entrants participating via a wireless device may be charged data rates according to the terms of his or her service agreement with the wireless carriers. Each wireless carrier's rate plan may vary, and entrants should contact their wireless carrier for information on rate plans and charges relating to their participation in this Promotion.

4. Entry Requirements: In order to be eligible to win a Prize, a Unit's BeAScout.org locator pin information must be updated during the Promotion Period to reflect the Unit's current contact details and location information. A Unit's information must comply with

these Official Rules and it must not: (a) contain obscene or profane, material; (b) infringe or misappropriate any copyright, trademark, patent, trade secret, publicity rights, or privacy rights of any other person or business; (c) contain material that does not reflect the Sponsor's values or may damage Sponsor's highly-regarded reputation, as determined by Sponsor in its sole discretion; (d) defame, misrepresent, or contain disparaging remarks about Sponsor or its programs or other people, products, or companies; or (e) contain any other material that Sponsor, its sole discretion, deems objectionable. Any Entry not in compliance with these Official Rules or not meeting Sponsor's requirements will be disqualified.

5. Winners: Ten (10) Units ("Winning Units") will be selected randomly from all eligible Entries within 30 business days after the Promotion ends. Sponsor will notify the "Key 3" (i.e., Cubmaster, Scoutmaster, Venturing Crew Advisor or Sea Scout Skipper, as the case may be; committee chair; and chartered organization representative) of each Winning Unit via email that their Unit has been selected to win a Prize, which Sponsor will deliver to one of the "Key 3" for the benefit of the Winning Unit. In the event that none of a Winning Unit's "Key 3" can be contacted, the potential Winning Unit will be disqualified and an alternate Winning Unit may be selected at the sole discretion of the Sponsor. The Sponsor reserves the right to substitute prize with a prize of comparable or greater value should the prize become unavailable.

6. Prizes & Odds: One (1) Winning Unit will receive one (1) \$500 gift card to scoutshop.org and nine (9) Winning Units will each receive one (1) \$100 gift card to scoutshop.org (such gift cards collectively referred to herein as the "Prizes"). The first Winning Unit selected in the random drawing will receive the \$500 gift card, and each Winning Unit selected subsequently will receive one of \$100 gift cards. The Approximate Retail Value of all the Prizes in this Promotion is \$1,400.00. No substitutions or cash equivalent of the Prizes will be provided, except at the sole discretion of the Sponsor. Taxes, and all other expenses not specified herein, if any, are the responsibility of the Winning Unit. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. A Unit's odds of winning a Prize depend on the number of total Entries received.

8. Information Security. Sponsor does not expect or intend to collect any personally identifiable information of Entrants through this Promotion. Any information Sponsor collects through this Promotion will be subject to and treated in accordance with Sponsor's <u>Privacy Policy</u>. Sponsor may use a software platform hosted by a third party to execute the random drawing, in which case Sponsor may share Entrant's information with such third party for that purpose.

9. Publicity: Except where prohibited by law or regulation, by entering the Promotion, each Entrant grants Sponsor permission to use his or her name, image, and likeness in any form of media (including but not limited to Sponsor's websites and social media pages, such as Facebook, Twitter and Instagram), anywhere in the word, in perpetuity, for the purpose of marketing and promoting this Promotion or Sponsor's programs without additional compensation, consideration or notice. Sponsor reserves the right to

use any entry material in all print and electronic media, and to edit any such material in its sole discretion.

10. General: All interpretations of these Official Rules and decisions by Sponsor are final. This Promotion is not sponsored or administered by Facebook, Instagram, Twitter, or any other social media platform through which the Promotion may be advertised (collectively, "Social Media Platforms"). By participating in this Promotion, Entrants agree to release, discharge and hold harmless the Sponsor and other Promotion Parties, their respective agents, all prize providers, and all Social Media Platforms from and against any and all claims, liabilities, and damages associated with this Promotion, including bodily injury and property damage resulting from Entrants' participation in the Promotion, or the acceptance, use or misuse of any prize received in this **Promotion.** Promotion Parties are not responsible for any typographical or other error in the printing of the offer or administration of the Promotion. Promotion Parties are not responsible for Entries that are lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for printing, distribution or production errors or for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Promotion, or by any human. or other error, which may occur in this Promotion. If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Promotion, or if technical difficulties compromise the integrity of the Promotion, the Sponsor reserves the right to disgualify suspect Entries and/or modify or terminate the Promotion in a manner deemed reasonable by the Sponsor, in its sole discretion. Sponsor reserves the right to disgualify the Unit of any Entrant who tampers with the Promotion or the Sponsor's website or acts in a disruptive manner. The use of any automated, script, macro or robotic launching or entry software or any other mechanical or electronic means that permits the Entrant to automatically enter repeatedly is prohibited. Any Entry found or suspected to be submitted in this manner will be deemed void by the Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, THE SPONSOR RESERVES THE **RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY** LAW. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor reserves the right to select a winner from eligible Entries received as of the termination date. Sponsor may prohibit an Entrant and its associated Unit from participating in the Promotion if Sponsor determines in its sole discretion that said Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices, or intending to abuse, threaten or harass other Entrants. Sponsor shall not incur any liability to any Entrant or Unit for its decision to cancel or modify the

Promotion or deviate from these Official Rules because of an act of God, hurricane, war, fire, riot, earthquake, terrorism, pandemic or other public health crisis, civil unrest, government orders or restrictions, or other circumstance beyond its reasonable control that would make it impossible, impractical, illegal or unsafe to conduct the Promotion as planned (each such condition, a "Force Majeure Event").

11. Governing Law and Jurisdiction: This Promotion is subject to all applicable federal, state and local laws and regulations. All issues and guestions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and all matters or proceedings which are not subject to arbitration as set forth herein shall take place in the State of Texas, Dallas County. Entrants and Sponsor waive all rights to a jury trial in any action or proceeding instituted in connection with these Official Rules and/or this Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or this Promotion shall be settled by binding arbitration in accordance with the with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Texas, Dallas County, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

12. Promotion Errors: Promotion Parties assume no liability and are not responsible for, and Entrants hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Promotion; (b) in any related advertising or promotion of this Promotion; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, Sponsor reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Promotion.

13. Waiver: IN NO EVENT WILL THE PROMOTION PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND PARTICIPATION IN THE PROMOTION. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

14. Winners' List: To receive a copy of the Winners' List for this Promotion, mail a self-addressed, stamped #10 envelope to: Winners' List, Update Your Pin Giveaway, June 2020, 1325 W. Walnut Hill Lane, P.O. Box 152079, Irving, TX 75015-2079.

15. Sponsor: Boy Scouts of America, 1325 West Walnut Hill Lane, Irving, Texas 75038

DISCLAIMERS

NO PURCHASE NECESSARY. Promotion ends September 30, 2020, 11:59:59 PM CDT.