

## 2022 USBC "CAPTAIN'S CLUB" PROGRAM

- TERMS AND CONDITIONS -

**The Program:** The USBC "Captain's Club" is a program for team captains at the USBC Open and Women's Championships that offers various rewards and benefits based on meeting specified team entry numbers for the upcoming year's Open and Women's Championships.

**Program Management:** The Program is created by, and managed by, the United States Bowling Congress Brand Marketing team and administered by the operations team at each event ("Administrators"), 621 Six Flags Drive, Arlington, TX 76011 (the "Program Address").

**Program Enrollment Period:** The Program Enrollment Period for the Open Championships begins at 12:01 a.m. Central on [March 12, 2021], the Women's Championships begins at 12:01 a.m. Central on [April 24, 2021] and both end at 11:59 p.m. Central on [Dec. 31, 2021].

**Eligibility:** The Program is open to all captains entering teams for the Open and Women's Championships, who meet the minimum entry requirements. Employees, agents, officers and directors of Administrator, their respective affiliates, subsidiaries, advertising and promotional agencies ("Program Parties") and the immediate family members or household members of such persons, are not eligible. Participation in any part of the Program constitutes a participant's agreement to be bound by these "Terms and Conditions." Participants agree to be bound by the decisions of the Administrator, and such decisions shall be final. Administrator reserves the right to permanently disqualify from this Program any person Administrator believes has violated these "Terms and Conditions."

**How to Qualify:** Any eligible captain who enters five (5) or more team entries for the upcoming year's Open and/or Women's Championships by the close of the Program Enrollment Period, automatically will be entered into the Program. Team entries must be submitted in accordance with the applicable rules of the tournament. Only team entries with full payment by the close of the Program Enrollment Period will be counted toward qualifying for program benefits.

No new entrants will be entered into the program after [Dec. 31, 2021], regardless of the number of teams entered.

**Program Benefits**: Eligible entrants will receive varying benefits based on the number of team entries submitted and paid in full at the close of the Program Enrollment Period. Entries in doubles/singles, all-events or any other side events, may not be used toward meeting program eligibility requirements.

Benefits may be adjusted for existing eligible participants after the close of the Program Enrollment Period, if there are changes to the number of teams entered by the captain, at the sole discretion of the Administrator. This may include a reduction, or loss of benefits, to match a reduction in the number of teams competing under the captain's registration.



Benefits for the [2022] tournaments shall include:

- "Bronze Level": To be eligible for Bronze Level rewards, a captain must submit a minimum of five (5) team entries for the Open or Women's Championships in the next calendar year. Bronze benefits include:
  - One (1) "priority" on-site check-in appointment. Eligible entrants will be provided with an online form to schedule an appointment to complete their on-site check-in process. Entrants are responsible for selecting an appointment time in advance. Failure to select an appointment time may result in entrant being required to go through the standard on-site check-in process at the tournament.
  - Up to a 30-day advanced access to [2023] registration. Entrants will be able to submit entries for the [2023] tournament(s) beginning 30 days prior to the opening of public registration. Entries must be submitted in accordance with the official rules applicable to the [2023] tournament. In order to be eligible, captain must meet the minimum entry requirement in place for the [2022] Captain's Club program, currently five (5) team entries. The 30-day advanced access cannot be guaranteed if originally planned tournament registration dates change. In those cases, Captain's Club members will receive advanced access to registration, but the time period may be less than 30 days.
  - One (1) Captain's Club unisex T-shirt. USBC cannot guarantee that requests for different sizes made after item is ordered can be accommodated. Captains are responsible for submitting an accurate size prior to the event start date.
  - Complimentary access to one (1) on-site rental locker, while captain is at the tournament.
  - One (1) "bowling towel" with the Captain's Club logo (for WC only).
- "Silver Level": To be eligible for Silver Level rewards, a captain must submit a minimum of 10 team entries for the Open or Women's Championships in the next calendar year. Silver benefits include:
  - All benefits listed as "Bronze Level" benefits above, plus:
  - \$50 discount for Bowling Ball Express. Benefit shall be delivered as two (2) \$25 vouchers. One (1) voucher is to be used for inbound shipping only, and one (1) voucher is to be used for outbound shipping only. Vouchers cannot be combined for a single leg of shipping.
  - \$50 restaurant gift certificate for use at a restaurant in, or near, the host facility. Restaurant name will be determined by the Administrator and included on the gift certificate. Certificate redemption is subject to the terms and conditions of the vendor providing the certificates.
  - Photo Package. Benefit shall include one doubles picture and a participation card. Additional photos will be available for purchase.
  - o One (1) Bowlers Journal singles entry (for OC only).
  - o One (1) "headphones" with Captain's Club logo (for OC only).
  - o One (1) "wine tumbler" with the Captain's Club logo (for WC only).
  - o One (1) "custom planner" with the Captain's Club logo (for WC only).
- "Gold Level": To be eligible for Gold Level rewards, a captain must submit a minimum of 15 team entries for the USBC Open or Women's Championships in the next calendar year. Gold benefits include:
  - All benefits listed as "Silver Level" benefits above, plus:
  - \$30 gift certificate to event merchandise store. Benefit shall be delivered as a \$30 gift card to the USBC Bowling Store to be used either on-site at the tournament or in the online store. Gift card is subject to the terms and



conditions set forth by Legends Global, the operator of the USBC Bowling Store.

- One (1) BowlTV annual subscription, good for one-year of complimentary access. Members will email <u>bowltv@bowl.com</u> once they receive their voucher to claim their complimentary access code that can be redeemed at <u>BowlTV.com</u>.
- Two (2) free room nights at one of the host hotels. Benefit only can be redeemed if the reservation is made through MyBowlingVacation.com a minimum of 30 days in advance of the first night of the stay. Benefit is transferrable, but room nights must be used for a single stay. Hotel reservation must still be paid for by guest, regardless of the number of nights staying, in addition to providing a credit card for incidentals and other charges as required by hotel policies. Complimentary room nights will be applied once reservation is made. This benefit does not apply to upgraded rooms or suites.
  - Host hotel for the [2022] USBC Open Championships:
    - [South Point Hotel Casino & Spa in Las Vegas].
  - Host hotel for the [2022] USBC Women's Championships:
    - [DoubleTree Suites Hotel & Conference Center in Downers Grove, Illinois.]
- o One (1) "back-pack cooler" with Captain's Club logo (for OC only).
- One (1) "pamper kit" with Captain's Club logo that includes: shower gel, massage comb, reflexology wood stick, loofah, scented candle, and potpourri in an organza bag. (for WC only).
- "Platinum Level": To be eligible for Platinum Level rewards, a captain must submit a minimum of 20 team entries for the USBC Open or Women's Championships in the next calendar year. Platinum benefits include:
  - All benefits listed as "Gold Level" benefits above, plus:
  - o One (1) three-ball rolling tote with the Captain's Club logo.
  - A \$400 travel voucher to be used on a variety of major airlines. Captain's Club members will receive voucher at tournament site, and then will submit voucher with details back to the tournament counter. Vouchers will be ordered based on airline preference and then mailed to your address on file within 6-8 weeks.
    - Qualifying airlines include
      - Delta
      - American Airlines
      - Southwest Airlines
      - United Airlines

## **Additional Terms and Conditions:**

If the benefit, or any portion of such benefit, becomes unavailable, the Administrator may award a substitute reward of equal or greater value. Taxes on the benefits are the sole responsibility of the entrant, as the case may be. All expenses, costs and fees not expressly included above are the sole responsibility of Program enrollee. Administrator reserves the right to request for any entrant to provide additional documentation it reasonably believes is necessary to validate any entry or to award any benefit.

In order to maintain eligibility for benefits affecting the [2023] tournament, captain must meet the minimum requirements of the applicable benefit level when submitting entries for [2023]. Failure to do so will result in the captain being eligible only for rewards associated with the benefit level applicable to the number of entries submitted. Failure to meet the



minimum number of entries for the lowest level of the [2023] Program will result in a forfeiture of any remaining benefits from the [2022] program that apply to the [2023] tournaments. Captains also must meet the following payment deadlines toward their [2022] entries:

- All team entry fees for the OC paid in full no later than [Oct. 15, 2021].
- All team entry fees for the WC paid in full no later than [Nov. 15, 2021].
- All remaining payment balances for the OC due in full no later than [Nov. 15, 2021].
- All remaining payment balances for the WC due in full no later than [Dec. 15, 2021].

Failure to meet payment deadlines may result in forfeiture of reserved dates and times for the [2022] tournament or other similar penalties at USBC's discretion.

Participation in the Program is open to the team captains only and may not be transferred to other people, unless specifically permitted in writing by the United States Bowling Congress.

In all cases where benefits include a gift certificate, coupon or other service provided by a third-party vendor, redemption of these items are subject to the terms and conditions of the host vendor.

In all cases where benefits require additional action or information from the captain to fulfill them, the captain is responsible for providing such information in a timely fashion. Failure to do so may result in a delay or forfeiture of any reward affected by such failure.

RELEASE AND LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THE PROGRAM, PARTICIPANTS (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE GUEST OR TRANSFEREE), AGREE TO RELEASE AND HOLD HARMLESS ADMINSTRATOR, THE PROGRAM PARITES, AND THE JUDGES FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROGRAM OR RECEIPT OR USE OF ANY REWARD, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE PROGRAM PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE PROGRAM, AND, IN NO EVENT, SHALL THE PROGRAM PARTIES BE LIABLE FOR ATTORNEY FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES, AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER.

Conduct: If for any reason this Program is not capable of being conducted as outlined in the official rules or otherwise planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Administrator, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, Administrator, in its sole discretion, reserves the right to terminate or modify the Program and/or disqualify any individual who tampers with, or attempts to tamper with, the Program or violates these official rules. Administration and Program Parties are not responsible for lost, late, garbled, misdirected or postage-due entries or mail, or for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by Administrator on account of technical problems, human error or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to, or resulting from, participation in this Program or downloading any materials in this Program.

Dispute Resolution: Except where prohibited by law, each participant agrees that any and all disputes, claims and causes of action arising out of, or in connection with the Program, shall



be resolved individually, without resort to any class action, exclusively by the courts located in the judicial district including Arlington, Texas. All issues concerning the construction, validity and interpretation of these official rules shall be governed by, and construed, in accordance with the laws of the State of Texas (and federal laws, as applicable), without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any jurisdiction other than the laws of the State of Texas and applicable federal laws.

PRIVACY POLICY: Information collected from captains will be used to communicate with captains regarding this Program and otherwise, as set forth in the Administrator's Privacy Policy, available at BOWL.com/Privacy.