



PBA JR. NATIONAL CHAMPIONSHIP

TOURNAMENT INFORMATION

TO SIGN UP VISIT PBA.COM/JUNIOR

PBA JR. NATIONAL CHAMPIONSHIP

EARN SMART SCHOLARSHIPS & BECOME A PBA JR. CHAMPION!

- GUARANTEED **SMART SCHOLARSHIPS** AWARDED.
- OPEN TO ALL YOUTH BOWLERS **AGE 17 AND UNDER.**
(As of August 1, 2020.)

TOURNAMENT SCHEDULE

FRIDAY

SEPT. 4, 2020

REGIONAL PRO CLINICS CONDUCTED BY PBA MEMBERS, LUNCH AND PRACTICE SESSION

Included in entry fee

SATURDAY

SEPT. 5, 2020

REGIONAL TOURNAMENTS

South Region - Bowlero Marietta / Marietta, GA

Midwest Region - Bowlero Wauwatosa / Wauwatosa, WI

Southwest Region - Bowlero Euless / Euless, TX

West Region - Bowlero Christown / Phoenix, AZ

FRIDAY

**OF NATIONAL
CHAMPIONSHIP**

TBD

CLINIC CONDUCTED BY PBA AND PBA PRODUCT REGISTERED COMPANIES, LUNCH AND PRACTICE SESSION

For the 16 National Championship qualifying bowlers

SATURDAY

**OF NATIONAL
CHAMPIONSHIP**

TBD

NATIONAL CHAMPIONSHIP

The first and second place finishers in each division (Boys & Girls) of the Regional Tournaments will compete for **GUARANTEED SMART** scholarships

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FULL TOURNAMENT RULES

1. Bowlero Sports and Entertainment Holdings, LLC, its subsidiaries and affiliated companies and properties, including the PBA (collectively, the “Company”, “Sponsor” or “PBA”), is conducting a contest and tournament named PBA Junior National Championship Tournament or any other name as successor thereto (“Tournament”) subject to these general contesting and tournament rules, and by participating, each participant agrees as follows in these rules (“Rules”). If participant does not agree to these Rules, then participant cannot participate in the Tournament. The Company is conducting the contest and tournament described herein. As used herein, “participant” means any individual participating in the Tournament or any activity held by, sponsored by, conducted by or arranged by the PBA (collectively, “PBA activity”) in any way, manner or form, including bowlers in the Tournament.
2. The PBA Junior National Championship tournament is open to all youth bowlers who have not yet reached the age of 18 as of August 1, 2020. All participants must be USBC Youth Members. If a youth bowler is not currently a USBC Youth member, they should contact USBC at 817-385-8426 prior to the start of competition to purchase a membership.
3. The PBA Junior National Championships is certified by the USBC (Certification #04213).
4. This Tournament will have 2 divisions, Boys and Girls. All scores in this Tournament are SCRATCH, no handicap. SMART Scholarships will be awarded (SMART account #10917) on a point basis. See SMART Policy Manual for point conversion.
5. Entry fees shall be as follows:
 - a. **REGULAR:** \$129 per bowler.
6. **REGIONALS / QUALIFYING:**
 - a. **REGIONAL LOCATIONS:** There will be four (4) Regional Tournaments conducted on Saturday, September 5, 2020. Regional locations will be as follows:
 - South Region - Bowlero Marietta / Marietta, GA
 - Midwest Region - Bowlero Wauwatosa / Wauwatosa, WI
 - Southwest Region - Bowlero Euless / Euless, TX
 - West Region - Bowlero Christown / Phoenix, AZ
 - b. **REGIONAL FORMAT** (each division):
 - i. Bowlers will bowl six (6) games of qualifying in Qualifying Round #1 (choice of Friday 5 PM or Saturday 9 AM).
 - ii. At the conclusion of all squads for Qualifying Round #1, all bowler's total scores will be pooled and the field will be cut to the top 50% in each division. These bowlers will then compete in Qualifying Round #2 (two games). In the event of a tie(s) for the final position, a one-game roll-off will take place immediately to break the tie.
 - iii. At the conclusion of Qualifying Round #2, the field will be cut to the top 20 bowlers in each division who will compete in six (6) games of Match Play. In the event of a tie(s) for the final position, a one-game roll-off will take place immediately to break the tie.
 1. Pinfall from Qualifying Rounds WILL carry over to Match Play Round
 2. Bowlers who win their match will receive 30 bonus pins. In the event of a tie, each bowler shall receive 15 bonus pins.
 - iv. At the conclusion of Match Play, the first and second place finishers in each division will advance to the National Championship tournament. Bowlers advancing to the National Championships will also receive paid hotel accommodations (single room, double occupancy) for the bowler and up to 2 parents / guardians. Travel expenses to the National Championship are the responsibility of each family. (NOTE: It is each bowler's responsibility to verify with their local school association that accepting paid hotel accommodations will not jeopardize their school competition eligibility.)
 - c. **REGIONAL SMART SCHOLARSHIPS & AWARDS**
 - i. First place in each division is GUARANTEED a SMART Scholarship valued at 400 points.
 - ii. SMART Scholarships will be awarded in each division at a 1:6 ratio.
 - iii. First and second place winners will also receive medals.
7. **NATIONAL CHAMPIONSHIP:**
 - a. **NATIONAL CHAMPIONSHIP LOCATION:** The PBA Junior National Championship will be held at XXXXXXXX in conjunction with the PBA XXXXXXXX. Competition for the youth bowlers will be on Saturday DATE, YEAR.
 - b. **NATIONAL CHAMPIONSHIP FORMAT** (Each division):
 - i. Bowlers will compete in ten (10) games of Match Play.
 1. Bowlers who win their match will receive 30 bonus pins. In the event of a tie, each bowler shall receive 15 bonus pins.
 2. Standings will be based on bowler's aggregate scores plus any bonus pins earned.
 - ii. At the conclusion of Match Play, the field will be cut to the top four (4) bowlers in each division

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who will advance to the Stepladder Finals to determine the Champion.

- iii. If there is a tie for the Match Play alternate position, all tied competitors for the alternate position will compete in a one (1) game roll-off immediately following the completion of the round. NOTE: If a one (1) game roll-off ends in a tie, all tied competitors for the alternate position will compete in a one (1) ball sudden death roll-off
- iv. In the event of a tie during any Stepladder match, all tied competitors will compete in a one (1) ball sudden death roll-off. The highest seeded competitor shall determine starting lane and order for the roll-off. The competitors will alternate lanes in the same bowling order until the tie is broken.

c. NATIONAL CHAMPIONSHIP SMART SCHOLARSHIPS & AWARDS

- i. SMART Scholarships valued at 6,000 points are GUARANTEED to be awarded at the National Championship. First place in each division will award a SMART Scholarship valued at 1,500 points.
- ii. SMART Scholarships will be awarded to all bowlers who have advanced to the National Championship.
- iii. First place winners will also be recognized by creation of a PBA Championship banner to be displayed at future PBA Junior events.

8. DRESS & CONDUCT CODE:

- a. While competing in the PBA Junior National Championship, all bowlers must wear shirts or jerseys with collars and sleeves.
- b. Bowlers are not permitted to wear hats or other headgear, ripped or torn clothing, or basketball shorts. No clothing with offensive language or graphics, or any apparel which the tournament director feels is inappropriate.
- c. Smoking is not permitted by bowlers before, during or after the tournament.
- d. Proper behavior is expected at all times.

9. OIL PATTERNS:

The oil pattern used for the regionals will be the PBA Mike Aulby 39, which is 39 feet in length and has a ratio of 2.63 to 1.

10. BOWLING BALLS:

- a. All bowling balls used during this tournament must be USBC approved and officially cleared by the PBA.
- b. Bowlers may use an unlimited number of bowling

balls during the tournament, but all balls must be logged in their Equipment Registration Form.

11. PRACTICE:

- a. Practice Sessions will be scheduled for both the Regional Qualifying and National Championship. Bowlers are encouraged but not required to attend the Practice Session.
- b. Prior to the start of competition during the qualifying round of the Regional tournament, bowlers will receive 10 minutes of practice on their starting pair of lanes.
- c. Prior to the start of competition during Match Play for both the Regional and National tournaments, bowlers will receive 10 minutes of practice on the starting pair of lanes for their first match. No additional practice frames will be allowed prior to any other matches.
- d. During the Stepladder matches of the National Championship, bowlers will receive practice as follows:
 - i. All bowlers will have 8 minutes of warm-up on the Championship pair prior to the start of the first Stepladder match.
 - ii. For matches after the first match, the winner of the preceding match may practice on the alternate pair/lane only. The incoming finalist shall receive a maximum of six (6) shots on the Championship pair.
 - iii. For the final Championship Match, the number one seeded bowler shall receive eight (8) shots on the Championship pair.

- 12. Only tournament officials and bowlers who are engaged in competition will be permitted in the settee area. Parents and / or coaches must remain on the concourse area.

- 13. A completed entry form must be submitted and signed by each participant or parent / guardian. A signature confirms acceptance and agreement of these Rules and format of the PBA Junior National Championship.

- 14. All rules specifically not covered will be governed by the PBA Junior National Championship Tournament Committee and will use the USBC and PBA rule books as guidance. The Sponsor reserves all rights regarding all rules and the operation of the tournament. Participants hereby fully and unconditionally agree to be bound by these Rules, and the decisions of the Tournament officials and Sponsor will be final, binding and non-appealable in all matters relating to the Tournament. Sponsor may administer, manage, supervise and coordinate the affairs of the Tournament

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in its sole discretion.

15. The awards that may be awarded to the eligible winner(s) are not transferable, redeemable, or exchangeable for any other prize or award. If a winner cannot be contacted or is disqualified for any reason, the Sponsor reserves the right to determine an alternate winner or not to award that winner's award or change an award, in its sole discretion. Awards will be awarded up to approximately 8 weeks after confirmation of the affidavit is complete. All determinations of the winners shall be made by Sponsor in its sole and absolute discretion based upon the results of Tournament play, and is final and nonappealable. By entering the Tournament, participants fully and unconditionally agree to be bound by these rules (and any terms referenced herein) and the decisions of the Sponsor, which will be final and binding in all matters relating to the Tournament. Except for the prizes expressly set forth herein, a winner is entitled to no other fee, prize, compensation or any other thing, matter or item whatsoever.
16. The potential winner(s) of any prize or award in the Tournament will be notified by email, phone or other communication, and will be required to sign and return, where legal, a notarized Affidavit of Eligibility and Liability/Publicity Release within three (3) days of prize notification. If the winner is considered a minor in his/her jurisdiction of residence, Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. If any prize or prize notification is returned as undeliverable, if the potential winner cannot be contacted for any reason, if any winner rejects his/her prize or in the event of noncompliance with these Rules, such prize will be forfeited and an alternate winner may be selected by the Company in its sole and absolute discretion from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. The potential winner is subject to verification by the Company, whose decisions are final and binding.
17. In the event of a force majeure event, an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder, government act, rule or declaration, environmental hazards, flood, hurricanes, tornado, fire, a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), adverse weather condition, earthquake or any other natural disaster, discontinuation or suspension of common carriers, or any other unforeseeable circumstances beyond the control of Sponsor against which it would be unreasonable, impossible, impermissible, or impractical for the Tournament to occur, Sponsor may suspend or terminate Tournament play without penalty or liability. All entry fees are nonrefundable and noncancellable.
18. All federal, state and local taxes are the sole responsibility of the winners. Sponsor may require winners to submit documentation to permit it to comply with all applicable state, federal and local tax reporting and all prizes will be net of any taxes Sponsor is required by law to withhold.
19. Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Tournament or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in New York, New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Tournament, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the participant and Sponsor in connection with the Tournament, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Participant agrees that remedies for any breach of these Rules by Sponsor will be limited to an action for damages and in no event will participant be entitled to rescind or terminate these Rules or to seek any injunctive or other equitable relief of any kind.
20. UNDER NO CIRCUMSTANCES SHALL SPONSOR, ITS AFFILIATES OR SPONSOR REPRESENTATIVES BE LIABLE TO ANY PARTICIPANT OR WINNER FOR ANY LOSSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, GENERAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS, LOSS OF DATA, LOST SAVINGS, OR LOSSES ARISING FROM BUSINESS INTERRUPTION)

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THAT ARE DIRECTLY OR INDIRECTLY RELATED TO OR IN CONNECTION WITH THE TOURNAMENT, THE PRIZES OR THE DELIVERY THEREOF. In the event of any conflict or inconsistency or ambiguity between these Rules and another document or instrument, the terms of these Rules shall govern and control. Sponsor shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any actual or threatened breach by participant of his/her obligations under these Rules (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) in a court of competent jurisdiction. If and to the extent that any court or tribunal of competent jurisdiction holds any provision of these Rules to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of these Rules shall not be affected thereby. Abiding by these Rules constitutes a personal obligation of the participant and may not be delegated to, assigned to or assumed by another individual. If any provision or provisions of these Rules are held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. These Rules represent the entire understanding of the parties regarding the Tournament, and supersedes all prior or contemporaneous understandings or negotiations, whether oral or written, implied or express. Any modification to these Rules requires a writing signed by an authorized of the Sponsor. These Rules may be amended, modified or otherwise changed from time to time by Sponsor in its sole and absolute discretion. The posting of such Rules, as amended, modified or otherwise changed, and participant's continued participation in the Tournament shall constitute participant's acceptance and agreement to be bound by such Rules, as amended, modified or otherwise changed. The benefits and rights of Sponsor hereunder may be assigned, transferred and/or conveyed in whole or in part at any time without prior notice. The obligations hereunder are personal to participant and may not be assigned by participant and any such assignment shall be null and void ab initio.

21. Each participant agrees that any and all information that participant receives or becomes aware of related to the Tournament, including results or outcomes of the Tournament and the names of participants or winners, is confidential. Participant will not disclose such information to any other person or entity for any purpose whatsoever. Participant understands and agrees that all publicity in connection with the Tournament is under the sole control of Sponsor

and agrees to the following terms and conditions of confidentiality and publicity: **PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE CONFIDENTIAL INFORMATION IS CONFIDENTIAL AND THE EXCLUSIVE PROPERTY OF SPONSOR. PARTICIPANT WILL NOT AT ANY TIME, DIRECTLY OR INDIRECTLY, DIVULGE IN ANY MANNER, OR USE OR PERMIT OTHERS TO USE, ANY OF THE CONFIDENTIAL INFORMATION UNLESS EXPRESSLY PERMITTED BY SPONSOR IN WRITING.** Starting the date participant agrees to these Rules through to three (3) years thereafter, participant will not make any statements or communication about the Tournament or participation therein without the prior written consent of Sponsor. Participant will use best efforts to be available and will participate as Sponsor may require in connection with promotion, marketing, advertising, publicity, interviews and similar matters in connection with the Tournament (e.g., appearing on news shows, morning shows, talk shows, specials, reunion show[s] featuring participants in the Tournament, participating in promotional spots and materials and photo shoots, appearing in institutional advertising, appearing in commercial and promotional tie-ins in connection with the products or sponsor of the Tournament). Except as otherwise required or permitted by Sponsor, participant shall not advertise or promote participation in the Tournament or receive or generate any monetary advantage from participation in the Tournament, nor shall participant authorize any others to do so, on participant's behalf. Without in any way limiting the foregoing, participant shall not publicize, prepare or assist in the preparation of any written, audio or visual work that depicts, concerns or relates in any way to participant's appearance on or participation in or in connection with the Tournament.

22. Participant also agrees to any bylaws, policies, procedures, rules, constitutions and standards from time to time adopted by the PBA, which governs the PBA, a PBA activity, or which governs participant's participation in this Tournament. Participant can obtain a copy of the same upon request. Participant also agree to Company's website terms of use (<https://www.bowlero.com/terms>) and privacy policy (<https://www.bowlero.com/privacy-policy>), provided these Rules will control and govern in the event of any conflict therewith. By participant making any manual or electronic signature now or later which either incorporates or references these terms, participant hereby agrees and acknowledges that such action constitutes participant's signature which applies to and evidences participant's agreement to these terms. Regardless, participant's continued participation in the Tournament shall constitute his/her agreement to the

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terms of these Rules.

23. The Company may solicit or request information from participants. Any information received by the Company or its affiliates or their designees from a participant, whether in person or via any communication or delivery method, shall be considered property of the Company. Participant agrees: (1) that disclosure and posting of any Works by participant is voluntary, gratuitous, unsolicited and without restriction and will not place the Company under any fiduciary or other obligation, that the Company is free to use or not use any Works, and that the Company may disclose the Works on a non-confidential basis to anyone or otherwise use the Works without any additional compensation to participant; and (2) the Company does not waive any rights to use similar or related works previously known to Company, or developed by its employees, or obtained from sources other than participant. As used herein, "Works" means anything and everything submitted, delivered, given, uploaded, transmitted, communicated, or otherwise provided by the participant during the time when such individual is a participant, whether as part of the registration or otherwise, by or through any media, medium or channel, including but not limited to, information, videos, recordings, audio, designs, pictures, drawings, images, graphics, content, schematics, etchings, photographs, visuals, works, works of authorship, blueprints, diagrams, plans, prototypes, charts, creations, developments, ideas, know-how, models, inventions, techniques, systems, architecture, specifications, applications, flow charts, outlines, writings, pictorials, logos, mask-works, innovation, copyrights, patents, methods, trademarks, processes or any other intellectual property rights in any form of expression and proprietary rights therein or other information or property.

24. Participant represents and warrants that participant is the sole and exclusive creator of the Works and that no third party ownership rights exist to any Works. Participant hereby agrees that all Works once submitted, delivered, given, uploaded, posted, transmitted, communicated, or otherwise shall constitute works made for hire owned exclusively by Company. If, by operation of law, the ownership of Works does not automatically vest in Company, participant will take necessary steps to assign ownership to Company. Prior to any such assignment, participant will hold such rights in the Works in trust for the sole right and benefit of Company and its affiliates. As a precaution against the event that a Work, or any element or component thereof, is by operation of law not considered to be a work made for hire, and to

ensure the complete and absolute vesting of all rights, title, interests and intellectual property rights therein and thereto exclusively in Company, participant hereby unconditionally and irrevocably transfers, conveys, assigns, sets over, and quitclaims to Company and its successors and assigns all rights, title, and interests of every kind and nature, including, without limitation, all intellectual property rights, and every other proprietary right (including all renewal and extension rights with respect thereto) which participant may have or hereafter acquire in the Work, or any improvement thereof, or any element or component of any of the foregoing, whether created by participant, Company, or a third party, without any additional consideration free and clear of any liens or encumbrances. To the extent that moral rights or any other intellectual property right or interest cannot be assigned under applicable law, participant hereby waives, to the maximum extent permitted by law, such rights and interests and consents to any action of Company or Company's successors, licensees, or assigns that would violate such rights and interests. If such Works are not by operation of law considered property owned by Company, participant hereby is deemed to have given the Company authorization, permission, approval, consent to use, and an nonexclusive, unlimited, unconditional, perpetual, irrevocable, worldwide, royalty-free, fully-paid, sub-licensable, transferable and assignable license to use, reproduce, distribute, display, duplicate, form a derivative work, access, store, copy, rearrange, sell, lease, rent, redistribute, modify, alter, archive, translate, create derivative works, loan, pledge, granting of a security interest, granting of a lien, encumber, convey, download, exchange, exhibit, perform, exploit, upload, transmit, broadcast, host, index, cache, tag, encode, compile, adapt, create a collection with, publish, or disassemble the Work, anywhere in the world, for any purpose, in or related to any and all media or distribution methods (now known or later developed). In such event, participant shall protect and defend, at his/her own cost and expense, its interest in and to the Work from and against all claims, liens and legal processes and shall not assign, sell, encumber, use or transfer his interest therein in a manner which would adversely effect Company's rights thereto.

25. All rights granted or agreed to be granted by participant hereunder to Company shall vest in Company automatically and immediately upon participant's creation and submission, delivery or provision of an entry or registration and/or Work to Company, and shall remain perpetually vested in Company and its successors and assigns. Participant shall, without any additional consideration, take all actions and execute and deliver all documents

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(and cause its employees, contractors, agents and representatives to do the same) as Company may reasonably request to effectuate the acknowledgment of ownership of the Work. Participant shall not reuse the Work, or any intermediate or partial version thereof, or any derivative work based upon the Work without Company's express written consent, which consent may be withheld by Company in its sole discretion.

26. Participant acknowledges and agrees that Sponsor shall have the right to use all information about participant that is either provided to the Sponsor by participant, or is revealed or said by participant or any other person during production and/or recording of the Tournament and participant may perform actions or make statements that participant or others may consider to be personal, private, or unfavorable, or may have third parties make statements about participant which may cause participant to be viewed unfavorably. Participant understands and agrees that Sponsor shall have the rights to: (a) include any such information and any such appearance, depiction, portrayal, actions and statements and information sets as edited by Sponsor, and in any and all forms of advertisements, promotions and publicity in connection with the Tournament; and (b) broadcast, exhibit and otherwise exploit the Tournament and the advertisements, promotions and publicity containing any such information and any such appearance, depiction, portrayal or actions. Participant understands and acknowledges that participant's appearance in such recordings as part of the Tournament does not fall under the jurisdiction of any SAG or AFTRA agreements (whether or not participant may be a member of either such guild). Participant's appearance and participation in any aspect of the Tournament is not a performance, and participant is not portraying any role or part or taking direction as a performer, but are appearing as himself or herself. Participant's appearance and participation in the Tournament is as a non-performer only, and is not employment, and does not entitle participant to wages, salary or other compensation under any collective bargaining agreement or otherwise.

27. Each participant, on their behalf and on behalf of their heirs, executors, heirs, executors, administrators, trustees, legal representatives and assigns, unconditionally and forever hereby grant to Company and its employees, contractors, agents, licensees, successors and assigns the irrevocable, worldwide, royalty-free, unconditional and perpetual right: (a) to make or use audio, photograph, video, fixed works, or other recordings (collectively, "recordings") of participant's and winner's name, address (city and

state), image, sounds, likeness, photograph, picture, portrait, voice, biographical information, actions, expressions, and/or any statements made by each participant and winner, including, without limitation, any voice, name, biographical information and likeness owned or controlled by any of them (collectively, "information sets") in connection with any PBA activity or the Tournament for any purpose, and (b) to edit, make derivative works from, copy, distribute, exploit, broadcast, use and/or transmit such recordings and information sets in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Company deems appropriate in connection with any PBA activity, the Tournament or PBA or for any purpose. All rights of every kind in such recordings and information sets in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights), shall be solely owned throughout the universe in perpetuity by Company and its successors and assigns. The rights herein granted include, without limitation, all television rights, theatrical rights, home video and DVD rights, interactive cable rights, internet site rights, so-called "wireless" and mobile device rights (e.g., iPod, cellular phone, ringtones, mp3 player), digital distribution rights (e.g. streaming and download), computer-assisted media rights (including, without limitation, CD-ROM, CD-I, and other similar disc systems), merchandising rights, commercialization and exploitation rights, and rights relating to any other devices or methods now existing or hereafter devised, with respect to the use of information sets in and in connection with any PBA activity, the PBA, the Tournament and/or any derivative works thereof. All rights (including ownership and intellectual property rights) to such recordings and information sets are reserved in Company and are assignable, transferable and sub-licensable. The Company has sole discretion to use or not use any such recordings and information sets without notice. No participant, including any winner in any PBA activity or the Tournament, is entitled to any proceeds, compensation, royalties, or other payment resulting from such recordings, information sets or the PBA activity, the Tournament or otherwise in connection with Company or its assignees usage rights hereunder whatsoever. Any such recordings and information sets publicly distributed shall be subject to the Company sole and exclusive discretion. Participant further agrees that Company may use all or any part of the information sets and recordings, and may alter or modify it, regardless of whether or not participant is recognizable. Participant further agrees that Company may use participant's information set and recordings in

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connection with any marketing, promotion, publicity, advertisement, and/or merchandising.

28. Participation in a PBA activity or the Tournament constitutes participant's permission for Company, its successors, assigns and designees, to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each participant in connection with the PBA activity, the Tournament, or PBA for any purpose without notice or additional compensation. Each participant hereby irrevocably grants to Company, and those acting with its authority, the irrevocable, worldwide, royalty-free, unconditional and perpetual right and license to use entrant's name, address (city and state), photograph, likeness, voice, biographical and personal background information, statements, and PBA activity or Tournament entry, and, without limitation, any notes, photograph, film, or video or audio tape, recordings that may be taken of participant or of such materials (the foregoing, collectively, the "Content") in connection with the PBA activity, the Tournament or PBA for any purpose without further compensation, consideration, or notice or permission to participant or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media).

29. Each participant represents and warrants that (i) there are (and will be) no restraints or limitations upon Company's usage rights granted herein; (ii) there are (and will be) no third party agreements or arrangements preventing participant from entering into and carrying out the obligations contemplated under these Rules nor from granting Company the rights and benefits set forth herein; (iii) he/she will not at any time make any false, negative, defamatory or derogatory statements regarding Company, its personnel, agents, representatives, officers, directors, other participants or its properties.

30. Participant agrees to release and hold harmless Company, its advertising and promotion agencies and their respective parents, subsidiaries, affiliates and related entities, successors, licensees, assignees,

directors, owners, managers, officers, shareholders, members, employees, contractors, agents and representatives, and any person or entity acting under, by, through or associated with any of them ("Released Parties"), from any and all claims, liability, loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in any PBA activity or the Tournament, or possession, acceptance and/or use or misuse of any prize or participation in any PBA activity or the Tournament and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Company is not responsible if PBA activity or Tournament cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, pandemics, disease, governmental restriction, weather, acts of terrorism or events beyond reasonable control of Company. Participants who do not comply with these Rules, or attempt to interfere with a PBA activity or Tournament in any way shall have participation in the Tournament or PBA activity revoked without notice. Participant will defend, indemnify and hold harmless any Released Party from any claims, proceedings, disputes, actions, investigations, damages, loss, liability, costs, penalties or expenses of any kind (including reasonable outside attorneys' fees and costs) arising from or in connection with any breach or alleged breach by participant of its representations, warranties, covenants and/or obligations hereunder, and any acts or omissions undertaken by participant in connection with a PBA activity or the Tournament.

31. Participant who are winners of any PBA activity or the Tournament agree to: pose for photographs, videos and other recordings reasonably requested by Company, including but not limited to red carpet step and repeat photos, interacting with products, bowling and branded elements as well as photos with other guests and Company executives; be available for and participate in any pre-production or any televised portion of PBA activity or the Tournament, including recording of headshots, interviews and up close & personal feature content; be available for and participate in any interviews, including possible integration of "guest" commentary; not disclose any matters concerning a recorded televised broadcast of any PBA activity or the Tournament until such matters are broadcast; and cooperate in a reasonable manner at the direction and instruction of Company during all aspects of a PBA activity or the Tournament.

32. Participant shall not endorse, advertise, promote

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or market any product, service, merchandise, good or thing in connection with any PBA activity, the Tournament or bowling related activity, including making any communication (whether verbal or nonverbal) or placing any visible or audible words, logos, marks, pictures, emblems, symbols, sounds, noises or any other item on or in any clothing, apparel, tool, equipment, supply, or apparatus worn by or used by Participant at any PBA activity, the Tournament or bowling related activity, except with the express prior written authorization of Company.

33. Company, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit a participant's ability to communicate, including any injury or damage to participant's or any other person's computer relating to or resulting from participant's participation in the Tournament or PBA activity.

34. Company reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend any PBA activity or the Tournament for any reason with or without notice, including if in its sole discretion it determines virus, bugs, non-authorized human intervention, fraud or other causes affect the integrity, administration, security, fairness or proper conduct or functioning of any PBA activity or the PBA. Company reserves the right, at its sole discretion, to rescind or suspend the participant, or may prohibit a participant from participating in a PBA activity, the Tournament or winning a prize if, in its sole discretion, it determines that said member is attempting to undermine the legitimate operation of the PBA activity or the Tournament by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other members or Company representatives or otherwise impairs or harms, or threatens to impair or harm, Company's business and operations, or otherwise fails to adhere to these Rules or conducting himself/herself in a manner detrimental to the PBA activity, the Tournament or PBA in any manner.

35. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE USED IN

CONNECTION WITH THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

36. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in any PBA activity or the Tournament; (2) technical, human or mechanical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or PBA activity or the Tournament; (4) technical, mechanical or human error which may occur in the administration of the PBA activity, the Tournament or the processing of entries; or (5) any injury or damage to persons or property which may occur, directly or indirectly, in whole or in part, from participant's participation in the PBA activity, the Tournament or receipt or use or misuse of any prize. Participant's participation in a PBA activity or the Tournament as it his/her sole risk. Participation in a PBA activity or the Tournament may involve physical activity and inherent risks of which participant assumes in its entirety. No more than the stated number of prizes will be awarded in any PBA activity or the Tournament. Participant is solely responsible for all of his/her own out of pocket costs or expenses related to any PBA activity or the Tournament.

37. Except where prohibited, participant agrees that any and all disputes, claims and causes of action arising out of or connected with these Rules, any PBA activity, the Tournament or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in the Southern District of the State of New York. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OF COMPANY ARISING UNDER THESE RULES, A PBA ACTIVITY, THE TOURNAMENT OR A PARTICIPANT'S RELATIONSHIP WITH THE PBA SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO PARTICIPANT'S ENTRY FEE AND UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF**

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PROFITS, FUTURE INCOME OR OPPORTUNITY) AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND FURTHER HEREBY WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the participant and Company, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Participant agrees that remedies for any breach of these Rules by Company will be limited to an action for damages and in no event will participant be entitled to rescind or terminate these Rules or to seek any injunctive or other equitable relief of any kind.

38. In the event of any conflict or inconsistency or ambiguity between these Rules and another document or instrument, these Rules shall govern and control. The Company shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any actual or threatened breach by participant of his/her obligations under these Rules (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) in a court of competent jurisdiction. If and to the extent that any court or tribunal of competent jurisdiction holds any provision of these Rules to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of these Rules shall not be affected thereby. Abiding by these Rules constitutes a personal obligation of the participant and may not be delegated to, assigned to or assumed by another individual. If any provision or provisions of these Rules are held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. These Rules represent the entire understanding of the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or negotiations, whether oral or written, implied or express. Any modification or waiver to these Rules requires an express writing signed by an authorized representative of the Company. Company reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend these Rules or any PBA activity or the Tournament for any reason with or without notice. Participant will not be entitled to a refund in these

circumstances. If the terms of such items were initially available online, Company will use its commercially reasonable efforts to post the Rules or terms of any PBA activity or Tournament, as amended, modified or otherwise changed. Regardless, participant's continued participation in the Tournament or PBA activity shall constitute participant's acceptance and agreement to be bound by the Rules or terms of any PBA activity or the Tournament, as amended, modified or otherwise changed. The Company may assign, transfer, pledge and convey in whole or in part at any time its rights and benefits hereunder without prior notice. The obligations of a participant hereunder are personal to participant and may not be assigned by participant and any such assignment shall be null and void ab initio.

39. These Rules survive the termination of a participant's participation in the PBA activity or Tournament. If the duration of, the scope of or any activity covered by these Rules is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. The parties hereby acknowledge that these Rules shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law. If any provision of these Rules, or part thereof, shall be declared invalid, illegal or unenforceable, such provision or part thereof shall be severed and all remaining provisions shall continue in full force and effect. Headings contained herein are inserted for convenience only and are not intended to have any substantive significance in interpreting these Rules. The rights and remedies afforded to Company provided by these Rules are cumulative, and the exercise of any right or remedy by Company (or by its successor), shall not preclude or waive its right to exercise any or all other rights and remedies. Except as expressly set forth herein, nothing contained herein shall be construed or is intended to give any person, other than the Company and you, any legal or equitable rights or remedies in respect of or under these Rules. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise. The language used in these Rules shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.