

**Sam's Club Athlete Ambassador Contest
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW.

This Contest is in no way sponsored, endorsed, or administered by, or associated with TikTok Inc. ("TikTok") or The National Collegiate Athletic Association ("NCAA").

The potential winners may be required to respond to an initial notification from Sponsor (defined below) within forty-eight (48) hours and may also be required to execute prize acceptance documents and return them within five (5) days from the date of issuance, as more fully detailed below.

By entering this Contest, you agree to these Official Rules, which are a contract, so read them carefully before entering. Without limitation, this contract includes indemnities to the Sponsor from you, a class-action waiver, and a limitation of your rights and remedies.

(1) OVERVIEW: The Sam's Club Athlete Ambassador Contest ("Contest") is sponsored Sam's West, Inc. 2101 SE Simple Savings Drive, Bentonville, AR 72716-0745 ("Sponsor"). The Contest begins at or around 08:00:00 PM Central Time ("CT") on Sept. 13, 2021, and ends at 08:00:00 PM CT on Sept. 27, 2021 (the "Contest Period"). Eligible entrants (see Eligibility requirements, below) may enter the Contest by making an Entry Video (as defined below) on TikTok during the Contest Period. Following the close of the Contest Period, up to six (6) potential winners will be selected according to the Criteria defined below.

(2) ELIGIBILITY: This Contest is open only to legal residents of any one (1) of the United States or the District of Columbia (the "Territory") who: (i) are at least eighteen (18+) years of age, (ii) are a current, active Division I, II, or III NCAA student-athlete in good standing with their academic institution, (iii) operates their TikTok channel, and (iv); and have "Sam" in their legal first name, as listed on the entrant's birth certificate. By entering, you represent you are at least 18 years old. Employees, officers, directors, members, managers, agents, and representatives of Sponsor and its corporate partners, parent companies, divisions, subsidiaries, affiliates, assigns, and successors in interest, advertising, promotion and public-relations agencies, and any other party participating in the development, design, administration, or fulfillment of this Contest (collectively, along with TikTok and NCAA, the "**Released Parties**"), and the immediate families (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and members of the same household (whether legally related or not) of each such individual, are ineligible to participate or win the Prizes in this Contest. Participation in this Contest constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor.

NCAA ELIGIBILITY: You are responsible for your own eligibility and/or amateur standing. Accepting a prize in this contest may negatively impact your amateur standing and your ability to participate in future

athletic contests in any sport. If you are a student athlete and are selected as a potential winner and you wish to accept a Prize (as defined below), you may be required to sign a waiver absolving Sponsor and its affiliates of any responsibility for, and indemnifying Sponsor and its affiliates against, any claims regarding impacts to your amateur status/ability to participate in future athletic contests in any sport.

(3) HOW TO ENTER: During the Contest Period, eligible entrants may enter the Contest by creating a video in duet or stitch form that is three (3) minutes in length or less and features you explaining why Sponsor should choose you to receive a Prize (as defined below) (each an “**Entry Video**”). You must embed the name of the Contest (“Sam’s Club Athlete Ambassador Contest”) in your Entry Video for it to be considered for this Contest. Once you have created your Entry Video, post it during the Contest Period by logging into your personal TikTok account and creating a single post containing the Entry Video.

An eligible entrant who completes all of the required steps to submit an Entry Video during the Contest Entry Period (in accordance with these Official) will receive one (1) entry into the Contest. Limit one (1) entry per person.

You may have the opportunity to publicly post text or other user-generated content in or with your Entry Videos. Such text or other user-generated content and the Entry Video are collectively referred to herein as your “**Entrant Content**”. All Entrant Content you submit in connection with this Contest must comply with the “Submission Requirements” detailed in Section 4 below and otherwise comply with these Official Rules.

Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability of Sponsor to locate a purported Entry Video. It is each entrant’s responsibility to set his or her account settings on TikTok to ensure that any purported Entry Videos made publicly, to accept contacts by Sponsor, and to timely check his or her account for any comments, @replies, messages, direct posts, or other communications from Sponsor. Sponsor is not responsible for changes to any functionality or policy of TikTok (or any website or mobile application offered as part of TikTok) that may interfere with the Contest or ability of an entrant to timely enter or otherwise participate at all.

Attempts made by an individual to submit entries in excess of the above-stated limit by any means are void and persons engaging in such conduct may, in Sponsor’s sole discretion, be disqualified. Entry Videos must be completed and received by Sponsor during the Contest Entry Period in strict accordance with the instructions and restrictions in these Official Rules. Entry Videos that are not both actually visible and timely received by Sponsor will not be entered into the Contest. For purposes of this Contest, an Entry Video is “received” when TikTok records the completion of the Entry Video and it is visible/identifiable to Sponsor. Other proof of submitting or attempting to submit an entry (such as, without limitation, a screenshot of your purported Entry Video on TikTok) does not constitute proof of actual completion of the Entry Video or receipt of the corresponding entry for purposes of this Contest. Entry Videos must remain visible to Sponsor throughout the award of the Prize in the Contest and Sponsor may, in its sole discretion, disqualify any entrant for whom any Entry Video is removed or otherwise made invisible to Sponsor prior to such time. Sponsor, in its sole discretion, may accept or disqualify any Entrant whose purported Entry Video fails to embed the name of the Contest. Purported Entry Videos that are incomplete, received outside the Contest Period, or contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as

determined by Sponsor in its sole discretion) will be void. Those who do not abide by these Official Rules or the instructions of Sponsor or its representatives and provide all required information may, in Sponsor's sole discretion, be disqualified and any entry by such person void. Entries that are fraudulent, forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made by you on behalf of any other individual or any entity or group, made by another on your behalf, or originating at any online service other than the TikTok (including, without limitation, through a commercial promotion subscription, notification, or entering service) will be declared invalid and disqualified for this Contest. As a condition of entering the Contest, without limiting any other provision in these Official Rules, each entrant gives consent for Sponsor and its agents to obtain and deliver his or her name, address, and other information and content to third parties for the purpose of administering this Contest and complying with applicable laws, regulations, and rules, including, without limitation, publishing that information on a publicly available winner's list. ***Any entrant whose purported Entry Video do not conform to the requirements in these Official Rules may, in Sponsor's sole discretion, be deemed ineligible.***

(4) SUBMISSION REQUIREMENTS: All Entrant Content must meet all of the following requirements, as determined by Sponsor in its sole discretion, or the associated entry may be disqualified. For the purpose of clarity, "Entrant Content" includes any content that you choose to include in or with your Entry Video.

- Your Entry Video must be no longer than three (3) minutes in length.
- Your Entry Video must be in duet or stitch form.
- You must embed the name of the Contest "Sam's Club Athlete Ambassador Contest" in your Entry Video.
- No other natural person other than you may be depicted, heard, named, or otherwise included in your Entrant Content.
- Entrant Content must be entirely in the English language
- All Entrant Content must comply with the TikTok' terms, policies, guidelines, and technical specifications.
- **Entrant Content must be original to you (or in the public domain).** Do not include any third-party logos, brands, products or trademarks in your Entrant Content. Your Entrant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or right of privacy or publicity.
- Your Entrant Content must be suitable for viewing by the general public. No profanity, violence, nudity, or obscene material. Do not include any deceptive, disparaging, defamatory, harassing, or hateful material in your Entrant Content or any virus or harmful code.
- Your Entrant Content cannot depict or encourage dangerous or illegal activities and must not in any way violate any federal, state, or local law, rule, or regulation.
- **You agree that your participation in the Contest and agreement to these Official Rules and any Released Party's display and use of the Entrant Content in accordance with these Official Rules will not violate any agreement to which you are a signatory or party and that no such agreement otherwise limits your ability to participate in this Contest or grant the rights granted by you in these Official Rules.**

- **You agree that you will report your entrance into this Contest to your school and, if required, provide a copy of your Entry Video and/or these Official Rules to your educational institution for purposes of complying with applicable law, NCAA regulations, and/or other collegiate rules.**
- **You agree to indemnify the Released Parties against any and all claims from any third party for any use by any Released Party of the Entrant Content authorized pursuant to these Official Rules.**

(5) LICENSE: Each entrant, upon submission of any Entry Video in this Contest, hereby irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Entrant Content, including Entry Video, in whole or in part, for any purpose and in any manner or medium now or hereafter known or devised (including, without limitation, social media, streaming media, film, television, print, interactive devices, mobile media, Internet and online systems), throughout the universe and in any and all languages (including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title, and adapt the same, to combine it with other material, and otherwise use and exploit it) without having to give any compensation or attribution to entrant or any third party, except for the awarding of the Prize to the winners in this Contest. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Entrant Content, including Entry Video, to assign or transfer any or all of Sponsor’s granted rights and to grant unlimited, multiple-level sublicenses. Without limiting any of the foregoing, Sponsor will have the right to (i) use the Entrant Content (and all images, video, text, and materials included or depicted therein) in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose and (ii) copy and repost Entrant Content originally posted by entrant on TikTok on Sponsor’s own TikTok accounts or pages in order to administer and promote the Contest. Entrants hereby forever waive and relinquish all so-called “moral rights” (*droit moral*) now or hereafter recognized in connection with his or her Entrant Content. Entrants agree that Sponsor shall have sole discretion in determining the extent and manner of its use of the Entrant Content pursuant to the rights granted to it under these Official Rules and is not obligated to use any Entrant Content.

Sponsor reserves the right in its sole discretion to disqualify you from the Contest and/or cease or refrain from displaying or publishing any Entrant Content that – as determined by Sponsor in its sole discretion – refers, depicts, or in any way reflects negatively upon a Released Party, the Contest, your academic institution, the NCAA, or any other person or entity or does not comply with these Submission Requirements or any other requirement of these Official Rules.

(6) WINNER SELECTION/NOTIFICATION & ODDS OF WINNING: Following the close of the Contest Entry Period, all Entries received in accordance with these Official Rules will be judged by a panel of judges employed by Sponsor, based upon the following judging criteria (“**Criteria**”):

- Enthusiasm (Up to 33 points)
- Articulation (Up to 33 points)
- Creativity (Up to 34 points)

Maximum total points per Entry Video is 100. To be eligible to win a Prize, Entry Videos need to score at least 80 points. In the event of a tie in in the selection of a winner, the tie will be resolved by the entry

with the highest score in the Creativity Criteria, and if a tie remains, the entry with the highest score in the Enthusiasm Criteria will be the winner. Sponsor reserves the right to contact entrants for verification purposes and administration of the Contest, including via Messenger or at the email address associated with entrant's TikTok account.

Decisions of the Sponsor are final on all matters relating to the Contest, including interpretation of these Official Rules, acceptance or rejection of purported entries, determination of the winners, and awarding of the Prizes. The potential winners will be notified in accordance with the procedures outlined below. ***Odds of winning depend on the number of eligible entries received for the Contest.***

On or about October 4, 2021, Sponsor will attempt to notify the potential winners by either (a) posting a comment on the potentially winning Entry Video asking that the potential winner contact Sponsor by TikTok direct message, (b) sending a direct message to the potential winners' TikTok accounts, or (c) both – all as determined by Sponsor in its sole discretion. The potential winners must respond to Sponsor in accordance with the instructions provided in the notification and within forty-eight (48) hours or another time frame as specified in the notification. It is the potential winners' responsibility to set their account settings on TikTok to accept contacts by Sponsor and to timely check their account for any comments, mentions, @replies, messages, or other communications from Sponsor. **Failure to timely respond or complete any of the steps set forth in the notification procedures above for any reason, including failure by any potential winner to notice or accept a comment, mention, @reply, direct message or other communication sent by Sponsor, may result in disqualification of such potential winner and selection of an alternate winner.**

Potential winners may then be required to complete, sign, and return an Affidavit of Eligibility and Liability/Publicity Release ("**Prize Winner Documents**") which may require the potential winner to provide his or her Social Security Number and a copy of a government-issued identification or number therefrom, within the time frame specified and in the form provided by Sponsor, without revision, or Prize may be forfeited. The Prize Winner Documents, if applicable, must be received by Sponsor within five (5) days of Sponsor sending the documents to the potential winner or other time frame as stated in the Prize Winner Documents, or Prize may be forfeited and an alternate winner may be selected. If any Prize, prize notification, or other Contest-related communication is returned as undeliverable or if a selected potential winner cannot be reached or does not respond as instructed after Sponsor has attempted to notify that potential winner, that selected winner may be disqualified and an alternate winner may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The Entry Video, Prize claim, and Prize Winner Documents are subject to verification by Sponsor. The Prizes, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any Prize for any reason.

(7) PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): Winners will (subject to verification) each receive ten-thousand dollars (\$10,000.00 USD) (the "**Prize**"). **Total ARV of all prizes awarded is up to \$60,000.** Limit one (1) Prize per person.

All Prize details not specifically stated in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (federal, state, and local), as well as any costs or expenses associated with prize

acceptance and use and not specified in these Official Rules as being provided as part of the Prize, are the sole responsibility of each winner. The Released Parties are not responsible for, and the winners will not receive the difference between, the actual value of the Prize at the time of award and the stated ARV in these Official Rules or in any Contest-related correspondence or materials. No more than the stated Prizes will be awarded. Sponsor will not replace any lost, mutilated, or stolen Prizes or Prize elements or any Prizes that are undeliverable or do not reach the winner because of an incorrect or changed address or information. If a winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. Sponsor is not responsible for any inability of a winner to accept, claim or use any Prize (or portion thereof) for any reason. No transfers, Prize substitutions, or cash redemptions will be made, except at Sponsor's sole discretion. Winners are strictly prohibited from selling, auctioning, trading, or otherwise transferring any part of the Prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. Any mailed Prize elements will only be mailed or otherwise provided to the verified winner's address in the Territory, unless Sponsor, in its sole discretion, agrees otherwise. Sponsor reserves the right to substitute any Prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated Prize. Each entrant waives the right to assert as a cost of winning any Prize any and all costs of verification and redemption or travel to claim the Prize and any liability and publicity which might arise from claiming or seeking to claim said Prize. Winner may be issued an IRS 1099 form for the ARV of the Prize.

(8) RELEASE / INDEMNITY / LIMITATION OF LIABILITY: Each entrant agrees to release, discharge, hold harmless, and indemnify each of the Released Parties from and against any claims, damages, disabilities, attorneys' fees, and costs of litigation and settlement, as well as any other liability whatsoever, for injuries or damages of any kind sustained in connection with: (i) the Contest, (ii) the use, acceptance, possession, misuse, or awarding of any Prize, or (iii) preparing for, participating in, or traveling to or from any other Contest-related activity – including, without limitation, any injury, damage, death, loss, or accident to/of person or property.

By entering the Contest, each entrant agrees that, to the extent permitted by applicable law: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, a Contest, or any Prize will be resolved individually, without resort to any form of class action or class arbitration; (2) any and all claims, judgments, and awards will be limited to actual third-party, out-of-pocket costs incurred (if any) not to exceed ten dollars (\$10 US), but in no event will attorneys' fees be awarded or recoverable; (3) under no circumstances will any entrant be permitted to obtain any award for (and entrant hereby knowingly and expressly waives all rights to seek) punitive, incidental, consequential or special damages, lost profits and/or other damages – other than actual out-of-pocket expenses not to exceed ten dollars (\$10 US) – and/or any rights to have damages multiplied or otherwise increased; (4) entrant's remedies are limited to a claim for money damages (if any) and entrant irrevocably waives any right to seek injunctive or equitable relief (provided that nothing in these Official Rules will restrain a California resident's right under applicable law (if any) to pursue public injunctive relief in accordance with the dispute-resolution procedures set out below).

(9) DISPUTES / GOVERNING LAW: The parties consent to the exclusive jurisdiction of the courts of the State of Arkansas in connection with any lawsuit, action or proceeding arising out of or relating to

this Contest, with venue in Bentonville, Arkansas. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

(10) ADDITIONAL DISCLAIMERS: The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, an entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entry, message, email, mail, or Contest-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, any Contest-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information; or any human or mechanical interference in the administration of this Contest or the processing of entries. Released Parties are not responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind (including, without limitation messages from Sponsor that are segregated into an “Other” or similar folder or require an entrant to affirmatively accept the message before receipt) or insufficient space in a potential winner’s email or voicemail inbox to receive email or voicemail messages. Released Parties are not responsible, and may disqualify you, if your TikTok username, email address or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, the Released Parties are not responsible or liable to any entrant, potential winner, or winner (or any person claiming through such entrant or winner) for failure to supply the Prize or any part thereof in the event that any of the Contest activities or Released Parties’ operations or activities are affected by COVID-19, a change in NCAA regulations, or any other cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic/pandemic (or similar public-health crisis), fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, guidance, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY

HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(11) GENERAL RULES: By entering the Contest (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, Entrant Content, any quotes attributable to them, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties’ sole discretion) for advertising, trade, promotional, and publicity purposes anywhere worldwide and in any medium now known or hereafter discovered or devised (including, without limitation, online) without any limitation of time, without further obligation or compensation of any kind, and without notice, review, or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates any Released Party to make use of any of the rights granted herein and winner waives any right to inspect or approve any use made pursuant to the rights granted.

All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Entrants further agree to not damage or cause interruption of the Contest and/or prevent others from participating in or engaging with the Contest. Sponsor reserves the right to restrict or void entries or other participation from any IP address or other identifiable source if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void the entry of any entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Contest. Sponsor’s failure or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Contest-related materials and/or these Official Rules (including any alleged ambiguity, discrepancy, or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the Contest or these Official Rules. If Sponsor determines at any time in its sole discretion that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, NCAA regulations, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. No Released Party is responsible or will have any liability for any purported Entry Video that is removed from TikTok for any reason at any time, including removal in response to such content being “flagged” or reported as inappropriate. No Released Party is responsible for changes to TikTok or any of the functionality thereof that may interfere with the Contest or ability of an entrant to participate. If the Contest is not capable of running as planned due to change in laws, regulations, NCAA rules, rules or policies of any applicable NCAA conference or institution, or for any other reason, Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest and award the prizes from eligible, non-suspect entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these

Official Rules in an attempt to obtain a Prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning the identity of an entrant, the entrant will be declared to be the registered account holder of the email address associated with TikTok account through which the entry was submitted, but only if that person meets all other eligibility criteria, otherwise the entry may, in Sponsor's sole discretion, be disqualified and any potential Prize won will be forfeited. A registered account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the applicable email address. Any potential winner may be required to provide Sponsor with proof that he or she is the registered account holder of the email address associated with the TikTok account from which the potentially winning entry was submitted. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. **Caution:** *any attempt to damage any online service or website or undermine the legitimate operation of the Contest may violate criminal and civil laws. If such an attempt is made, Sponsor may disqualify any entrant making such attempt and may seek damages to the fullest extent permitted by law.*

(12) PRIVACY POLICY: Any personal information supplied by you to Sponsor in this Contest will be subject to, and treated in a manner consistent with, Sponsor's privacy policy posted at <https://corporate.samsclub.com/privacy-policy?xid=fr:privacy-policy>.

(13) WINNER'S LIST/OFFICIAL RULES: A copy of these Official Rules will be available during the Contest Period at www.corporate.samsclub.com/ncaa-contest. To find out who won, send an email with the subject line "Sam's Club Athlete Ambassador Contest – *Winners List*" to steven.zapata@walmart.com. Requests for the winners list must be received within three (3) months of the end of the Contest Period.

(14) SPONSOR: Sam's West, Inc. 2101 SE Simple Savings Drive, Bentonville, AR 72716-0745