

OFFICIAL RULES
MISS USA THE 7TH JUDGE
FAN VOTE

Updated: August 27, 2026

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CONSUMER DISCLOSURE

THIS IS A BINDING CONTRACT. YOUR PARTICIPATION AS A VOTER OR OTHER PARTICIPANT IN THE FAN VOTE, IN ANY MANNER, SIGNIFIES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE RULES, THE TERMS OF USE, AND THE PRIVACY POLICY, AS IN EFFECT AT THE TIME OF YOUR ACCEPTANCE AND AS MAY BE UPDATED IN ACCORDANCE WITH THE “RIGHT TO CANCEL OR MODIFY” SECTION OF THESE RULES. AS SUCH, PLEASE READ THIS AGREEMENT IN ITS ENTIRETY.

THESE RULES GOVERN WHAT CLAIMS YOU CAN BRING, WHAT DAMAGES YOU CAN CLAIM, AND HOW DISPUTES BETWEEN YOU AND THE COMPETITION ENTITIES RELATING TO YOUR PARTICIPATION IN THE FAN VOTE WILL BE RESOLVED. THE SECTIONS OF THESE RULES TITLED “WAIVER AND LIMITATIONS OF LIABILITY” AND “DISPUTE RESOLUTION AND MANDATORY ARBITRATION” EXPLAIN WHAT CLAIMS YOU ARE WAIVING, WHAT DAMAGES YOU CAN CLAIM, AND CONTAIN AN ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION, WHICH STATES THAT YOU AND THE COMPETITION ENTITIES, EACH A “PARTY” AND, COLLECTIVELY, THE

“PARTIES,” MUST ARBITRATE INSTEAD OF GOING TO COURT BEFORE A JUDGE OR JURY AND THAT ALL SUCH ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER, OR OTHERWISE ON BEHALF OF OTHERS, IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

PLEASE NOTE THAT THE DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, GOVERNING LAW, AND DISPUTE RESOLUTION PROVISIONS CONTAIN IMPORTANT LIMITATIONS ON OUR LIABILITY AND REQUIRE ARBITRATION UNDER THE LAWS OF FLORIDA, AS FURTHER DESCRIBED IN THESE RULES. THE ARBITRATION AGREEMENT INCLUDES A THIRTY (30) DAY RIGHT TO OPT OUT, AS DESCRIBED IN THE “DISPUTE RESOLUTION AND MANDATORY ARBITRATION” SECTION.

FAN VOTE ORGANIZER

BDE MISS USA, LLC dba Miss USA (the "Operator"), a DELAWARE limited liability company, administers theseventhjudge.missusa.com (the "Website") and operates The 7th Judge fan voting program described in these Rules (the "Fan Vote") in connection with the 2026 Miss USA live competition (the "Live Competition"). Operator may be reached at 777 Brickell Avenue, Suite 500, Miami, FL 33131 or via email at techsupport@missusa.com.

The Fan Vote is administered on Operator's behalf by Suroh Group LLC (the "Administrator"). Administrator is the merchant of record for vote package purchases and provides payment processing and related transaction services on Operator's behalf, and the name of Administrator or of a third-party payment processor may appear on a Voter's payment statement. All vote package purchases are made as part of the Fan Vote operated by Operator and are governed by these Rules, regardless of the entity or payment processor used to facilitate or process the transaction. References in these Rules to the Competition Entities include the Administrator.

IMPORTANT NOTICE

NO PURCHASE IS NECESSARY TO VOTE. Individuals submitting votes, each a “Voter” and collectively, the “Voters,” are not required to pay to cast a vote, although a Voter may elect to purchase one (1) or more vote packages, where offered by Operator. Each vote package consists solely of the number of votes stated at the time of purchase. No content, merchandise, or other benefit of any kind is included in, or unlocked by, any vote package. Void where prohibited or otherwise restricted by applicable law. Voting, including free voting and vote package purchases, is limited to eligible individuals who are eighteen (18) years of age or older, as described in the “Voting” section of these Rules.

NO VOTER PRIZE. THE FAN VOTE IS NOT A CONTEST, LOTTERY, RAFFLE, SWEEPSTAKES, OR GAME OF CHANCE FOR VOTERS. VOTERS DO NOT RECEIVE, AND ARE NOT ELIGIBLE TO RECEIVE, ANY PRIZE, AWARD, PAYMENT, FINANCIAL RETURN, OR OTHER THING OF VALUE BASED ON THE OUTCOME OF THE FAN VOTE OR THE LIVE COMPETITION, OR IN EXCHANGE FOR CASTING OR PURCHASING VOTES. A VOTE PACKAGE PURCHASE IS A PURCHASE OF THE STATED NUMBER OF VOTES ONLY.

THE FAN VOTE ACTS AS A SINGLE, COLLECTIVE “7TH JUDGE” OF THE LIVE COMPETITION. AT THE CLOSE OF THE VOTING WINDOW, THE TWENTY (20) FINALISTS WILL BE RANKED BY VALIDATED QUALIFYING VOTES AND ASSIGNED A SCORE BETWEEN 8.0 AND 10.0 AS DESCRIBED IN THE “THE 7TH JUDGE SCORE” SECTION OF THESE RULES. THAT SCORE IS ONE (1) OF SEVEN (7) SCORES USED IN THE LIVE COMPETITION’S SEMIFINAL ROUND; THE OTHER SIX (6) SCORES ARE ASSIGNED BY THE LIVE COMPETITION’S HUMAN JUDGES, WHOM OPERATOR DOES NOT CONTROL. CASTING OR PURCHASING VOTES DOES NOT GUARANTEE ANY PLACEMENT, ADVANCEMENT, OR RESULT FOR ANY FINALIST IN THE LIVE COMPETITION.

THE 7TH JUDGE SCORE IS RANK-BASED, NOT MAGNITUDE-BASED. A FINALIST’S SCORE REFLECTS ONLY HER RANK RELATIVE TO THE OTHER FINALISTS, NOT THE SIZE OF HER VOTE TOTAL OR MARGIN. ADDITIONAL VOTES CAST OR PURCHASED FOR A FINALIST DO NOT INCREASE HER 7TH JUDGE SCORE UNLESS THEY CHANGE HER RANK RELATIVE TO THE OTHER FINALISTS.

ALL VOTE TOTALS, RANKINGS, AND STANDINGS DISPLAYED ON THE WEBSITE ARE PROVISIONAL AND SUBJECT TO VOTE VALIDATION, FRAUD REVIEW, PAYMENT REVIEW, AND TABULATION BY OPERATOR. STANDINGS DISPLAYED ON THE WEBSITE REFLECT THE FAN VOTE ONLY AND DO NOT

INCLUDE OR PREDICT THE SCORES OF THE LIVE COMPETITION'S HUMAN JUDGES OR ANY COMBINED RESULT. OPERATOR'S TABULATION IS FINAL AND BINDING.

By participating in or voting in the Fan Vote, Voters unconditionally accept and agree to abide by and be bound by these Rules, the Terms of Use, the Privacy Policy, and any decision(s) of Operator. Any violation of these Rules or the Terms of Use may, at Operator's sole discretion, result in the voiding of votes or a ban from voting. All decisions of Operator are final and binding in all respects.

A VOTING WINDOW THAT HAS CLOSED WILL NOT BE REOPENED.

RELATIONSHIP TO THE LIVE COMPETITION

These Rules govern only the Fan Vote: who may vote, how votes are cast and purchased, how the 7th Judge Score is computed, and how disputes relating to the Fan Vote are resolved. The Live Competition, including the selection and announcement of finalists and semifinalists, the scores assigned by the human judges, the combination of scores, and all placements, titles, and results, is governed exclusively by the rules, procedures, and decisions of the Live Competition and its organizers.

The 7th Judge Score applies only to the semifinal stage of the Live Competition, in which the field of twenty (20) Finalists is narrowed to ten (10). The 7th Judge Score is not used in any other stage of the Live Competition.

Operator does not control, and makes no representation regarding, the scores assigned by the Live Competition's human judges or any outcome of the Live Competition. Voters acknowledge that the 7th Judge Score is one (1) of seven (7) scores and that no vote total, however large, guarantees any Finalist's advancement.

Each Finalist's participation in the Live Competition, including the use of a fan-determined score in the semifinal round and the display of the Finalist's name, image, and likeness on the Website in connection with the Fan Vote, is governed by the Finalist's agreements with the Miss USA organization. Finalists are not required to take any action under these Rules.

FINALISTS

For purposes of these Rules, a "Finalist" is one of the twenty (20) contestants selected as Top 20 of the Live Competition, as determined and announced in accordance with the rules and procedures of the Live Competition. There is no application or registration process for the Fan Vote, and Operator does not select the Finalists.

Operator may display a profile for each Finalist on the Website, which may include the Finalist's name or display name, state or title, approved photographs, approved biographical information, and Fan Vote-related standings information, as determined by Operator. Operator does not guarantee that all Finalist profiles will be displayed in the same format or that any Finalist will receive any particular level of visibility or votes.

FINALISTS ARE NOT PERMITTED TO VOTE IN THE FAN VOTE. FINALISTS ARE NOT PERMITTED TO PURCHASE VOTES, OR CAST VOTES, FOR THEMSELVES OR ANY OTHER FINALIST. THE USE OF A FINALIST'S PAYMENT METHOD(S), WHETHER PERSONAL, BUSINESS, OR OTHERWISE, OR FUNDS, TO PURCHASE VOTES IS PROHIBITED, WHETHER USED DIRECTLY BY THE FINALIST OR PROVIDED, DIRECTLY OR INDIRECTLY, TO ANY OTHER PERSON FOR THAT PURPOSE.

Vote Incentives Prohibited. Finalists may not offer, promise, or provide any compensation, prize, benefit, or other incentive to any person in exchange for votes. Operator may void any votes that Operator determines were obtained through prohibited incentives.

Any violation of this section by or on behalf of a Finalist may result in the voiding of the associated votes and may be referred by Operator to the Miss USA organization, which may take action under the rules and agreements governing the Live Competition, up to and including disqualification from the Live Competition.

VOTING

ALL VOTERS, WHETHER CASTING FREE VOTES OR PURCHASING VOTE PACKAGES, MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER ON THE DATE THEIR VOTES ARE CAST OR PURCHASED.

Voter Eligibility. Voting, including free voting and vote package purchases, is available only to individuals who are: (a) physically located, at the time a vote is cast or a vote package purchase is completed, in a jurisdiction in which Operator makes the Fan Vote available (each, an “Available Jurisdiction”), as identified on the Website at the time of participation; (b) at least eighteen (18) years of age, or the age of majority in their jurisdiction of residence, whichever is greater; and (c) permitted to participate under the laws applicable to them. As of the date these Rules were last updated, the Available Jurisdictions are the fifty (50) United States, the District of Columbia, and the Republic of the Philippines. Operator may add or remove Available Jurisdictions at any time by updating the Website, provided that no such change will invalidate Qualifying Votes cast or purchased while the applicable jurisdiction was an Available Jurisdiction.

Votes cast, and vote packages purchased, by ineligible individuals, or from outside an Available Jurisdiction, are not Qualifying Votes and may be voided at any time. The use of VPNs, proxies, or other tools or techniques to mask, misrepresent, or alter a Voter’s location for purposes of participating in the Fan Vote is prohibited, and any associated votes may be voided and the associated individual banned from voting.

Ineligible Individuals. The following individuals are ineligible to vote in the Fan Vote: (a) officers, directors, employees, contractors, and agents of Operator, the Administrator, Operator’s parent companies, any sponsors, prize providers, voting technology providers, or other entities materially involved in the development, administration, or execution of the Fan Vote or the Live Competition; (b) the judges of the Live Competition; (c) the Finalists; and (d) the immediate family members, defined as spouse, parent, child, or sibling, and household members of any individual described in (a) or (b).

Family Members of Finalists. For the avoidance of doubt, family members and household members of a Finalist who are otherwise eligible under this section may vote in the Fan Vote, including for that Finalist, provided that no vote may be cast or purchased using a Finalist’s funds or payment method(s), or at a Finalist’s direction using resources provided by the Finalist, as described in the “Finalists” section of these Rules.

Voters may participate in voting as follows: (a) each eligible Voter may cast one (1) free vote for each Finalist during the Voting Window, after Operator verifies Voter eligibility via email address verification, or such other verification methods as accepted by Operator, provided that no payment method or purchase of any kind will be required to receive or cast a free vote; and/or (b) eligible Voters may purchase one (1) or more vote packages for one (1) or more Finalists, as described in this section. “Qualifying Votes” are those placed in accordance with these Rules and the Terms of Use, both of which can be found on the Website.

One Free Vote Per Finalist Per Person. The free vote limit applies per individual and per Finalist: no individual may cast more than one (1) free vote for the same Finalist during the Voting Window, regardless of the number of accounts, email addresses, devices, or verification methods used. Free votes cast in excess of this limit are not Qualifying Votes and may be voided, and the associated accounts may be banned from voting.

Vote Packages. Each vote package consists solely of the number of votes stated at the time of purchase. Purchased votes are applied immediately and automatically to the Finalist selected at the time of purchase. Purchased votes are not held as a balance or credit, cannot be cast separately by the Voter, and cannot be retracted, transferred, reassigned, or applied to another Finalist after purchase. Votes may be purchased only while the Voting Window is open.

Round Boundary; Late Payments. A vote purchase will be counted only if the payment is successfully completed before the close of the Voting Window, as determined by the timestamp recorded by Operator’s payment processor, regardless of when the purchase was initiated. A vote package purchase whose payment completes after the close of the Voting Window will not be counted, and Operator will refund that purchase. A free vote will be counted only if it is successfully cast before the close of the Voting Window, as determined by the timestamp recorded by Operator’s voting system. Operator’s designated voting and payment systems are the official timekeepers for the Fan Vote.

Payment Invalidation. Votes associated with a payment that is declined, canceled, reversed, disputed, charged back, or otherwise invalidated are not Qualifying Votes and are void from the time they were applied. Where an invalidation is identified before the 7th Judge Score is delivered, the associated votes will be removed from vote totals and the Final Fan Ranking. Where an invalidation occurs or is identified after the 7th Judge Score is delivered, the invalidation does not affect the 7th Judge Score, the Final Fan Ranking, or any result of the Live Competition, as described in the “Score Delivery and Finality” section of these Rules, and Operator may separately pursue the associated payment and any other remedy available under these Rules or applicable law.

Pricing; Promotions. Vote package pricing tiers applicable to the Voting Window will be posted on the Website no later than the opening of the Voting Window, and base prices will not be increased during the Voting Window. Prices, currencies, accepted payment methods, and any applicable taxes, duties, or fees may vary by Available Jurisdiction and will be disclosed at the point of purchase. Promotional voting opportunities are governed by the “Promotional Voting Windows” section of these Rules. Operator may correct manifest pricing errors at any time.

Automated, robotic, or “Bot” voting of any kind is not an accepted form of voting and any such votes discovered will not be counted. If automated voting activity is detected, the associated individual, IP address, email address, and mobile phone number may be banned from voting. Operator reserves the right, at its sole discretion, to void any voting activity Operator deems unfair and/or in violation of these Rules and/or the Terms of Use, and to ban any individual found to be tampering with the voting process or the operation of the Fan Vote.

PROMOTIONAL VOTING WINDOWS

Operator may, in its sole discretion, offer limited-time promotional voting windows during the Voting Window, including without limitation 2x (double) vote promotions (each, a “Promotional Window”). The timing, availability, duration, and terms of any Promotional Window will be posted on the Website or at the point of voting or purchase when it becomes available, and may also be announced during the Live Competition broadcast. Every Promotional Window will be offered on the same terms to all Voters, in every Available Jurisdiction, and will apply identically to all Finalists.

Unless otherwise expressly stated in the posted terms of a specific Promotional Window:

1 a 2x Promotional Window applies to both free votes cast and purchased votes completed during the Promotional Window, with the applicable timestamp determined in accordance with the Round Boundary provision of these Rules;

2 multiplied votes resulting from a Promotional Window count as Qualifying Votes cast by the Voter, including for purposes of the Final Fan Ranking; and

3 Promotional Windows apply only to votes cast or purchases completed during the applicable Promotional Window and do not entitle any Voter to retroactive credits, price adjustments, additional votes, or refunds with respect to votes cast or purchases completed before or after that Promotional Window.

For example, if a Voter purchases a vote package containing twenty (20) votes for a Finalist while a 2x Promotional Window is active, forty (40) Qualifying Votes will be applied to that Finalist.

Promotional Windows may be modified, extended, or ended by Operator at any time, provided that any modification will be posted on the Website and will not retroactively reduce votes already credited for votes cast or purchases completed in accordance with the then-posted terms.

VOTING WINDOW AND SCHEDULE

All dates and times referenced in these Rules are in Eastern Time. The Website may display times in a Voter’s local time zone for convenience; in the event of any discrepancy, Eastern Time controls. Voting takes place during the Live Competition broadcast, during a single voting window that opens and closes at the times announced by Operator (the “Voting Window”). The scheduled opening and closing times of the Voting Window will be posted on the Website before the Live Competition begins and may also be announced during the broadcast.

Operator may adjust the announced opening or closing time of the Voting Window as reasonably necessary to accommodate the production and timing of the Live Competition broadcast. Any adjustment will be posted on the Website and, where practicable, announced during the broadcast, and will apply identically to all Finalists and all Voters. Once the Voting Window has closed, it will not be reopened.

STANDINGS DISPLAY

During the Voting Window, Operator may display live Fan Vote standings on the Website. Displayed standings reflect only Qualifying Votes recorded in the Fan Vote, are provisional, and remain subject to vote validation, fraud review, payment review, and tabulation. Displayed standings do not include, predict, or reflect the scores of the Live

Competition's human judges, any combined score, or any result of the Live Competition, all of which are revealed only through the Live Competition.

The vote purchase interface will display a conspicuous notice that displayed standings reflect the Fan Vote only and are provisional, and that all purchases are final and non-refundable.

Operator may temporarily suspend the display of any standing as reasonably necessary to address a technical error or suspected fraud, and any such suspension will be noted on the Website. The suspension of any displayed standing does not close voting, which remains open until the close of the Voting Window.

THE 7TH JUDGE SCORE

Final Fan Ranking. Promptly following the close of the Voting Window, the Finalists will be ranked from first (1st) through twentieth (20th) by the number of validated Qualifying Votes each Finalist received during the Voting Window, with the highest number of validated Qualifying Votes ranked first (the "Final Fan Ranking").

Tie-Breakers. If two or more Finalists receive an equal number of validated Qualifying Votes, the tie will be broken as follows, in order:

1 the tied Finalist who received validated Qualifying Votes from the greater number of unique verified Voters during the Voting Window will be ranked higher;

2 if a tie still remains, the tied Finalist who first reached the tied validated vote total during the Voting Window, as determined by Operator's voting system timestamps, will be ranked higher; and

3 if a tie still remains after application of the foregoing, the tied Finalists will share the same rank position and will receive the same 7th Judge Score for that shared rank, and the rank position(s) immediately following the shared rank will be skipped, so that each Finalist's rank reflects the number of Finalists ranked ahead of her.

Score Formula. Each Finalist's score (her "7th Judge Score") is determined solely by her position in the Final Fan Ranking, using the following formula:

$$\text{7th Judge Score} = 10 - (\text{rank} - 1 \times (2 \div 19))$$

Each 7th Judge Score is rounded to two (2) decimal places. The first-ranked Finalist receives a 10.00; the twentieth-ranked Finalist receives an 8.00; and each rank in between is spaced evenly at a step of approximately 0.105. For example: 1st 10.00; 2nd 9.89; 3rd 9.79; 4th 9.68; continuing down to 19th 8.11 and 20th 8.00.

The 8.0-to-10.0 scoring band is used to keep the 7th Judge Score consistent with the range in which the Live Competition's human judges typically score Top 20 finalists.

RANK-BASED SCORING. THE 7TH JUDGE SCORE REFLECTS EACH FINALIST'S STANDING RELATIVE TO THE OTHER FINALISTS, NOT THE SIZE OF HER VOTE TOTAL OR MARGIN. A FINALIST WHO LEADS BY ONE (1) VOTE AND A FINALIST WHO LEADS BY ONE MILLION (1,000,000) VOTES EACH RECEIVE THE SAME SCORE FOR THE SAME RANK.

Shared Ranks. Where Finalists share a rank under tie-breaker 3 above, each receives the 7th Judge Score for the shared rank, and subsequent Finalists are ranked with the intervening position(s) skipped. For example, if two Finalists share the fifth (5th) rank, each receives a 9.58, the next Finalist is ranked seventh (7th) and receives a 9.37, and no Finalist receives the sixth (6th) rank score.

Fewer Than Twenty Finalists. If fewer than twenty (20) Finalists participate in the Fan Vote at the close of the Voting Window, including due to the withdrawal, removal, or disqualification of a Finalist under the rules of the Live Competition, the participating Finalists will be ranked among themselves and the formula will be applied with the scoring band spread evenly across the number of participating Finalists: 7th Judge Score $10 - (\text{rank} - 1 \times (2 \div (N - 1)))$, where N is the number of Finalists in the Final Fan Ranking. The first-ranked Finalist receives a 10.00 and the lowest-ranked Finalist receives an 8.00.

Integration with the Judging Panel. The 7th Judge Score is delivered to the Live Competition for use as a seventh score alongside the six (6) scores assigned by the Live Competition's human judges, such that each Finalist's combined semifinal score is the average of all seven (7) scores. The combination of scores, and every use of the 7th Judge Score within the Live Competition, is governed by the rules and procedures of the Live Competition.

SCORE DELIVERY AND FINALITY

Validation. Vote validation, fraud review, bot and automation review, and payment review are conducted on an ongoing basis during the Voting Window and, to the extent time permits, following its close. Voters acknowledge that, because the 7th Judge Score is computed and delivered during a live broadcast, post-close validation is necessarily limited, and that Operator's real-time and automated controls, together with the provisions of this section, are the mechanisms by which the integrity of the Fan Vote is protected.

Finality. ONCE THE 7TH JUDGE SCORE AND FINAL FAN RANKING HAVE BEEN DELIVERED FOR USE IN THE LIVE COMPETITION, THEY ARE FINAL AND BINDING IN ALL RESPECTS AND WILL NOT BE RECALCULATED, RESTATED, OR REOPENED FOR ANY REASON, INCLUDING WITHOUT LIMITATION PAYMENTS THAT ARE SUBSEQUENTLY DECLINED, REVERSED, DISPUTED, CHARGED BACK, OR OTHERWISE INVALIDATED, OR VOTING IRREGULARITIES DISCOVERED AFTER DELIVERY. Operator may separately pursue any payment, account, or legal remedy against any individual responsible for invalidated payments or voting irregularities, but no such remedy will alter the 7th Judge Score, the Final Fan Ranking, or any result of the Live Competition.

Failure to Deliver. If a technical failure or other event prevents the computation or delivery of the 7th Judge Score, the Live Competition and its organizers may proceed without a 7th Judge Score, in accordance with the rules and procedures of the Live Competition, and the refund provisions of the "No Refund Policy" section of these Rules will apply.

STANDARDS OF CONDUCT

FAILURE TO COMPLY WITH THESE RULES AND/OR THE TERMS OF USE MAY RESULT IN THE VOIDING OF VOTES AND/OR A BAN FROM VOTING. Operator reserves the right, in its sole discretion, to take action against any individual participating in the Fan Vote, including the voiding of votes or a ban from voting, for reasons including: (a) acting in any manner deemed by Operator to be in violation of these Rules or the Terms of Use; (b) providing false, misleading, incomplete, or deceptive information; (c) acting in any manner deemed by Operator to be harmful to the Fan Vote, the Finalists, the Miss USA organization, or the integrity of the 7th Judge process; or (d) acting in any manner deemed by Operator to be unsportsmanlike, disruptive, and/or with intent to annoy, abuse, threaten, or harass any other person or entity, including Operator.

Operator also reserves the right, at its sole discretion, to void the votes of, and ban, any individual found to be harming, tampering with, or undermining the voting, tabulation, or scoring process or the operation of the Fan Vote. ANY ACTION BY ANY INDIVIDUAL THAT DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE FAN VOTE MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND, SHOULD SUCH ACTION OCCUR, OPERATOR RESERVES THE RIGHT TO SEEK DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

WAIVER AND LIMITATIONS OF LIABILITY

PARTICIPANTS, INCLUDING VOTERS, AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPERATOR, ADMINISTRATOR, ITS PARENT COMPANIES, AFFILIATES, SPONSORS, SERVICE PROVIDERS, PRODUCTION PARTNERS, BROADCAST PARTNERS, VOTING TECHNOLOGY PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, COLLECTIVELY, THE "COMPETITION ENTITIES," BE LIABLE OR OBLIGATED TO ANY PARTICIPANT OR ANY THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND IN ANY WAY RELATED TO THE FAN VOTE OR THE LIVE COMPETITION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, ATTORNEYS' FEES, AND ARBITRATION FEES AND COSTS WHERE RECOVERABLE UNDER APPLICABLE LAW. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

By participating in the Fan Vote, Participants release and hold harmless the Competition Entities from and against any claim: (a) of ambiguity or error in the Fan Vote, these Rules, the Terms of Use, or the Privacy Policy; (b) related to lost, late, incomplete, inaccurate, corrupted, delayed, or misdirected payments, votes, or communications; (c) based on the scores assigned by the Live Competition's human judges, the combination of scores, or any placement, advancement, or result of the Live Competition; (d) that any vote cast or purchased did, did not, or should have affected any Finalist's rank, 7th Judge Score, or result in the Live Competition; (e) due to any error in the offering, administration, tabulation, computation, or delivery of the Fan Vote or the 7th Judge Score; or (f) based on differences between Available Jurisdictions in vote package pricing, currencies, applicable taxes, or accepted payment methods.

PARTICIPANTS FURTHER AGREE THAT ALL DECISIONS OF OPERATOR SHALL BE FINAL AND CONCLUSIVE ON ALL MATTERS RELATING TO THE FAN VOTE AND THAT THE COMPETITION ENTITIES ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, HUMAN ERROR, TECHNICAL MALFUNCTION, FAILURES, OMISSIONS, INTERRUPTIONS, DELETIONS, OR DEFECTS OF ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEMS, COMPUTER EQUIPMENT, SERVERS, ACCESS PROVIDERS, PAYMENT SYSTEMS, OR SOFTWARE, INCLUDING ANY INJURY OR DAMAGE TO PARTICIPANTS' OR ANY OTHER PERSONS' COMPUTERS OR DEVICES RELATING TO OR RESULTING FROM PARTICIPATION IN THE FAN VOTE, INABILITY TO ACCESS THE WEBSITE OR ANY PAGES THEREOF, THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, VOTES OR OTHER FAN VOTE RECORDS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE INCOMPLETE, GARBLED, OR LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION OR TRAFFIC CONGESTION ON THE INTERNET OR ANY WEBSITE. PROOF OF SUBMITTING A VOTE OR COMPLETING PAYMENT ON THE WEBSITE IS NOT CONSIDERED PROOF OF DELIVERY, ACCEPTANCE, OR RECEIPT.

PARTICIPANTS ACKNOWLEDGE AND AGREE THAT OPERATOR DOES NOT MONITOR FOR OFF-SITE ACTIVITY AND IS IN NO WAY RESPONSIBLE FOR MANAGING OR CONTROLLING OFF-SITE ACTIVITY VIA SOCIAL MEDIA AND/OR OTHER THIRD-PARTY PLATFORMS, INCLUDING BUT NOT LIMITED TO NEGATIVE AND DISPARAGING CORRESPONDENCE BETWEEN FINALISTS, VOTERS, OR OTHER INDIVIDUALS, OFF-SITE VOTE INCENTIVES, MISLEADING OR DECEPTIVE PROMOTIONAL TACTICS, OR ANY OTHER BEHAVIORS CONSIDERED TO BE MISLEADING OR UNSPORTSMANLIKE.

California Residents. EACH PARTICIPANT WHO IS A CALIFORNIA RESIDENT EXPRESSLY WAIVES, WITH RESPECT TO THE RELEASES SET FORTH IN THESE RULES, ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE AND ANY SIMILAR LAW OF ANY OTHER STATE. SECTION 1542 READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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."

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Mandatory Consumer Protections. NOTHING IN THESE RULES EXCLUDES, RESTRICTS, OR MODIFIES ANY RIGHT OR REMEDY GRANTED TO YOU UNDER THE MANDATORY CONSUMER PROTECTION LAWS OF YOUR JURISDICTION OF RESIDENCE THAT CANNOT LAWFULLY BE WAIVED OR LIMITED BY AGREEMENT. WHERE APPLICABLE LAW GRANTS YOU SUCH A NON-WAIVABLE RIGHT OR REMEDY, THESE RULES APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY THAT LAW.

DISPUTE RESOLUTION AND MANDATORY ARBITRATION

References to Operator in this section include each of the Competition Entities, each of which is an intended third-party beneficiary of, and entitled to enforce, this arbitration agreement. You and Operator agree that any dispute or claim arising out of, or relating in any way to, the Fan Vote, your participation in it, these Rules, the Terms of Use, or the Privacy Policy, including all issues concerning the construction, validity, interpretation, and enforceability of these Rules, the Terms of Use, the rights and obligations of Voters and/or Operator, or the extent of any waiver or release of claims by you, shall be settled by binding and unappealable arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award

rendered by the arbitrator may be entered in any court having jurisdiction thereof. ALL ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER, OR OTHERWISE ON BEHALF OF OTHERS, IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate the claims of more than one person and may not preside over any form of class, collective, or representative proceeding. The arbitrator, and not any court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement; provided, however, that the interpretation, applicability, and enforceability of the class action waiver set forth in this section may be determined only by a court of competent jurisdiction, and not by an arbitrator. YOU AND OPERATOR EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY.

Claims shall be heard by a single arbitrator. The place of arbitration shall be MIAMI-DADE COUNTY, FLORIDA, unless otherwise agreed by the Parties or determined by the arbitrator to proceed virtually by videoconference. For Voters located outside the United States, any hearing will be conducted by videoconference unless the Parties agree otherwise, and no such Voter will be required to travel to the United States to participate in arbitration. This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the arbitration shall otherwise be governed by the laws of the State of FLORIDA, without regard to conflict of law principles. Each Party will, upon written request of the other Party, promptly provide the other with copies of all relevant documents. No other discovery shall be permitted except as required by the arbitrator or applicable law. Hearings will take place pursuant to the standard procedures of the Consumer Arbitration Rules, although the Parties may appear in person, by video, or telephonically. The arbitrator will have authority only to grant relief that would otherwise be available in court. Payment of arbitration filing, administration, and arbitrator fees will be allocated as provided in the AAA Consumer Arbitration Rules. If you are unable to pay any AAA filing fee required of you, Operator will pay that filing fee on your behalf upon your written request. Each Party will bear its own attorneys' fees and costs, except that a Party may recover fees and costs where an applicable statute or the AAA Consumer Arbitration Rules expressly provide for such recovery. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

Opt-Out Right. You may opt out of this arbitration agreement, without any effect on your ability to participate in the Fan Vote, by delivering written notice of opt-out to Operator at the address set forth in the Fan Vote Organizer section, or by email to techsupport@missusa.com with the subject line "Arbitration Opt-Out," within thirty (30) days after the date you first accept these Rules. An opt-out notice must include your name, the email address associated with your participation, and a statement that you opt out of arbitration.

Small Claims. Notwithstanding the foregoing, either Party may bring an individual claim in small claims court in a jurisdiction where the claim qualifies, so long as the claim remains in that court and is brought solely on an individual basis.

Coordinated Filings. If twenty-five (25) or more arbitration demands raising similar claims are filed against Operator by or with the assistance of the same or coordinated counsel or organizations, the Parties agree that the demands will be administered in staged batches under applicable AAA procedures, with an initial set of bellwether proceedings resolved before remaining demands are administered. Statutes of limitation will be tolled for demands pending in later batches.

Time Limit for Claims. To the extent permitted by applicable law, any claim or dispute arising out of or relating to the Fan Vote, these Rules, the Terms of Use, or the Privacy Policy must be filed in arbitration, or in small claims court where permitted under this section, within one (1) year after the event or occurrence giving rise to the claim or dispute. Any claim or dispute not filed within that period is permanently barred.

Non-U.S. Voters. If the mandatory consumer protection laws of your jurisdiction of residence do not permit binding pre-dispute arbitration of consumer claims, or do not permit the waiver of class, collective, or representative proceedings, this section applies to you only to the maximum extent permitted by those laws, and nothing in this section deprives you of any protection that cannot lawfully be waived by agreement.

If any part of this arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in full force and effect and shall be construed in accordance with its terms as if the invalid or unenforceable provision were not contained herein.

RIGHT TO CANCEL OR MODIFY

If for any reason the Fan Vote or the Voting Window cannot be executed as set forth in these Rules, including but not limited to acts of God, acts of war, natural disasters, weather events, pandemic or epidemic illness, disease, acts of terrorism, computer viruses, tampering, unauthorized intervention, fraud, technical failures, broadcast production changes, the cancellation or postponement of the Live Competition, or other factors that may corrupt or affect the security, administration, fairness, integrity, or proper conduct of the Fan Vote, and/or if the Fan Vote is compromised or becomes technically corrupted in any way, electronically or otherwise, Operator reserves the right to cancel, terminate, suspend, and/or modify the Fan Vote or the Voting Window, with or without prior notice.

If the Fan Vote is canceled, terminated, or suspended, or if no 7th Judge Score is delivered, the Live Competition and its organizers may proceed in accordance with the rules and procedures of the Live Competition, including without a 7th Judge Score, and Operator shall not in any way be responsible or liable for the conduct or results of the Live Competition. The refund provisions of the “No Refund Policy” section of these Rules will apply. No modification of these Rules will retroactively alter the material terms applicable to a vote purchase completed before the modification was posted, unless required by applicable law. Each version of these Rules will state its effective date. Any dispute will be governed by the version of the arbitration provision in effect at the time the participant most recently accepted these Rules.

FINALIST WITHDRAWAL AND REMOVAL

If a Finalist withdraws from, is removed from, or is disqualified from the Live Competition, or otherwise ceases to participate in the Live Competition, before the close of the Voting Window, Operator will disable further voting for that Finalist as promptly as reasonably practicable. Votes previously cast for that Finalist will not be reallocated to any other Finalist and will not be refunded, except as expressly provided in the “No Refund Policy” section of these Rules or as required by applicable law.

Where a Finalist ceases to participate as described above, the 7th Judge Score will be computed among the remaining Finalists in accordance with the “Fewer Than Twenty Finalists” provision of the “The 7th Judge Score” section of these Rules.

NO REFUND POLICY

All sales of vote packages and other paid voting opportunities are final and non-refundable, except as expressly provided in this section, where required by applicable law, or where expressly authorized by Operator in writing. Due to the immediate, digital, and non-returnable nature of these transactions, including the immediate application of purchased votes to the selected Finalist, Operator does not issue refunds, credits, or exchanges once a transaction has been successfully processed and the applicable votes have been applied.

Once a Vote is cast for a Finalist, that Vote is recorded in the Fan Vote voting system and cannot be retracted, canceled, transferred, reassigned, or applied to another Finalist by the Voter. No refunds will be provided for Votes that have been cast, regardless of the outcome of the Fan Vote or the Live Competition, the standing, rank, or 7th Judge Score of a particular Finalist, or whether a Finalist later withdraws, is removed, or is disqualified.

Without limiting the foregoing, Operator will not issue refunds solely due to:

- buyer’s remorse or accidental purchases made by the user;
- dissatisfaction with Fan Vote standings, the Final Fan Ranking, any 7th Judge Score, or any result of the Live Competition;
- the fact that additional votes did not change a Finalist’s rank or 7th Judge Score;
- the withdrawal, removal, or disqualification of a Finalist;
- changes to the Voting Window or Fan Vote structure made in accordance with these Rules;
- user error, including voting for the incorrect Finalist, purchasing or casting an unintended number of Votes, or submitting inaccurate information; or
- failure of a Voter to review or understand these Rules before completing a transaction.

Refund Exceptions. Notwithstanding the foregoing, Operator will refund: (a) any vote package purchase whose payment completes after the close of the Voting Window, as described in the “Voting” section of these Rules; (b) any

accidental duplicate charge; and (c) all vote package purchases made during the Voting Window if, due to cancellation of the Fan Vote or a failure described in the “Score Delivery and Finality” section of these Rules, no 7th Judge Score is delivered to or used in the Live Competition.

Where applicable law requires a refund or other remedy with respect to a paid voting transaction, Operator will provide the remedy required by applicable law. In all other circumstances involving a confirmed, reproducible system malfunction attributable to Operator that prevents the successful processing or recording of a paid voting transaction, Operator may determine, in its sole discretion, whether a refund, credit, or other remedy is appropriate under the circumstances.

Users must report suspected payment or system errors to techsupport@missusa.com within seven (7) days of the transaction and provide sufficient information and supporting evidence for Operator to investigate the issue.

By submitting payment, you acknowledge and agree to this No Refund Policy. Initiating a payment dispute or chargeback without a good-faith basis, or for a transaction that was validly authorized and properly fulfilled, may constitute a violation of these Rules and/or the Terms of Use. Operator reserves the right to suspend or terminate access to the Website, ban a Voter where applicable, and contest invalid or abusive payment disputes through the applicable payment processor or financial institution.

Operator reserves the right to modify, amend, or update this No Refund Policy at any time, subject to applicable law. Any changes will be effective upon posting the updated policy on the Website; provided, however, that the refund terms applicable to a completed transaction will be those in effect at the time of that transaction, unless otherwise required by applicable law.

GOVERNING AGREEMENT

These Rules, together with the Terms of Use and the Privacy Policy, constitute the complete and governing rules for your use of the Website and your participation as a Voter in the Fan Vote. Nothing published or communicated elsewhere shall be construed as a modification of these Rules, the Terms of Use, or the Privacy Policy except for information these Rules expressly contemplate will be posted on the Website, including the Voting Window schedule, vote package pricing, and Promotional Window terms, which is incorporated into these Rules by reference. The rules, procedures, and results of the Live Competition are governed exclusively by the Live Competition and its organizers and are not part of these Rules.

PARTIAL INVALIDITY

If any term or provision of these Rules, the Terms of Use, or the Privacy Policy is determined by a competent authority to be unenforceable, all other terms and provisions of these Rules, the Terms of Use, and the Privacy Policy shall continue in full force and effect.

CONTACT US

For questions or comments about the Fan Vote, please contact Operator at techsupport@missusa.com.

THIRD-PARTY DISCLAIMER

The Fan Vote is not sponsored, endorsed, administered by, or otherwise associated with Facebook or Instagram in any manner.