

FLAG PROSPECT SERIES

Event Registration — Terms, Conditions & Consent

Operated by Bright Sports & Entertainment, LLC | flagprospectseries.com

PLAIN-LANGUAGE SUMMARY

Before you read the full legal text, here is a plain-English overview of what you are agreeing to when you register an athlete for a Flag Prospect Series (FPS) event:

What FPS will do

- Run a professionally operated, girls-only showcase event.
- Capture video and photos during the event.
- Create an athlete profile with verified performance data and film.
- Give the athlete access to the FPS recruiting platform.
- Use your athlete's name, image, video, and performance data to promote FPS events and the FPS brand.

What you are agreeing to

- You are the parent or legal guardian of the registering athlete.
- You grant FPS the right to use your athlete's name, likeness, image, video, voice, stats, and performance data — worldwide and permanently — to market and advertise FPS. FPS will NOT sell this right or use it for commercial endorsement.
- You acknowledge there are physical risks in athletic participation and release FPS from liability for accidental injury.
- You understand cancellation and weather policies as described below.
- Disputes are resolved first through informal resolution, then binding arbitration under Florida law if needed.

Important: These are the full legal terms. The plain-language summary above is for convenience only and does not replace or limit the legal text below.

1. PARTIES AND ACCEPTANCE

These Terms, Conditions, and Consent ("Agreement") are entered into between Bright Sports & Entertainment, LLC, a Florida limited liability company operating as Flag Prospect Series ("FPS," "we," "our," or "us"), and the parent or legal guardian ("Parent/Guardian") who completes online registration on behalf of the minor athlete named in the registration ("Athlete"). By completing and submitting an event registration, the Parent/Guardian represents that they are the Athlete's parent or legal guardian, that they are at least 18 years of age, and that they have full legal authority to enter into this Agreement on behalf of the Athlete. This Agreement is binding on the Parent/Guardian, the Athlete, and their respective heirs, successors, and assigns.

2. EVENT DESCRIPTION

FPS showcases are single-day, girls-only flag football evaluation events designed to provide athletes with verified performance data, professional video capture, and exposure to college recruiting programs. Each event consists of up to three phases: (1) standardized athletic testing, (2) position-specific skill evaluations, and (3) controlled competitive play. Events are operated by Bright Sports & Entertainment, LLC and hosted at venues in the registered event's designated region.

3. REGISTRATION AND PAYMENT

3.1 Registration Fees

Registration fees vary by event and are listed on each individual event page at the time of registration. Fees are due in full at the time of registration. Registration is not confirmed until full payment is received.

3.2 Registration Confirmation

Upon successful payment, the Parent/Guardian will receive a confirmation via the Playbook365 platform. Space is limited and allocated on a first-come, first-served basis. FPS reserves the right to close registration for any division upon reaching capacity.

3.3 Cancellation and Refund Policy

All registration fees are non-refundable. If a Parent/Guardian is unable to attend a registered event, they may request a credit equal to the amount paid, applicable toward a future FPS event occurring within six (6) months of the original registered event date. Credit requests must be submitted in writing to jessica@brightse.com prior to the event date. Credits are non-transferable and have no cash value. In cases of extenuating circumstances (such as serious illness or injury), the Parent/Guardian may submit a written request for consideration beyond the standard credit policy. FPS will review such requests at its sole discretion; no outcome is guaranteed.

3.4 Event Cancellation or Postponement by FPS

If FPS cancels an event due to weather, facility unavailability, or other circumstances beyond its reasonable control, FPS will offer the Athlete either (a) a full credit toward a future FPS event or (b) a refund less non-recoverable third-party costs. FPS's liability in such circumstances is limited to the amount of the registration fee paid.

4. ASSUMPTION OF RISK AND RELEASE OF LIABILITY

4.1 Acknowledgment of Risk

The Parent/Guardian acknowledges and understands that participation in athletic events, including flag football showcases, carries inherent risks of physical injury, including but not limited to sprains, strains,

fractures, concussions, and other bodily harm. These risks exist regardless of the precautions taken by FPS. The Parent/Guardian voluntarily accepts these risks on behalf of the Athlete.

4.2 Release of Liability

To the fullest extent permitted by applicable law, the Parent/Guardian, on behalf of themselves and the Athlete, hereby releases, waives, discharges, and covenants not to sue Bright Sports & Entertainment, LLC, its owners, officers, employees, contractors, volunteers, venue owners, and agents (collectively, "Released Parties") from any and all claims, demands, losses, damages, costs, and causes of action arising out of or relating to the Athlete's participation in any FPS event, including claims arising from the negligence of the Released Parties, except in cases of gross negligence or willful misconduct.

4.3 Medical Authorization

In the event the Athlete requires emergency medical attention and the Parent/Guardian is not immediately available, the Parent/Guardian authorizes FPS staff to seek and consent to emergency medical care for the Athlete. The Parent/Guardian is responsible for all costs associated with such medical care. The Parent/Guardian represents that the Athlete is physically fit to participate and is not aware of any medical condition that would create an unreasonable risk of injury.

5. NAME, IMAGE, AND LIKENESS (NIL) AND MEDIA RELEASE

5.1 Grant of Rights

In consideration of the Athlete's participation in FPS events and for no additional monetary compensation, the Parent/Guardian, on behalf of themselves and the Athlete, hereby grants to Bright Sports & Entertainment, LLC and its authorized media partners a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, edit, display, distribute, and publish the following (collectively, "Content"):

- The Athlete's name, nickname, and jersey number;
- The Athlete's photograph, image, likeness, and visual representation;
- Video footage and recordings of the Athlete during FPS events, including athletic testing, drills, and competitive play;
- The Athlete's voice, as captured in event recordings;
- The Athlete's verified performance metrics, FPS Score, drill results, and athletic testing data;
- The Athlete's hometown, state, age division, and position group;
- Any other information or material captured in connection with the Athlete's participation in a FPS event.

5.2 Permitted Uses

The rights granted in Section 5.1 are limited to the promotion and advertising of Flag Prospect Series events, the FPS brand, and the broader mission of creating a centralized recruiting platform for girls flag football. Permitted uses include, without limitation:

- Social media content across all platforms, including Instagram, TikTok, YouTube, Facebook, X (Twitter), and any platform now known or hereafter developed;
- FPS website content, landing pages, and digital marketing materials;
- Event recap videos, highlight reels, and promotional videos;
- Email marketing and digital advertising campaigns;

- Sponsorship materials and presentations describing or promoting FPS events;
- Media placements and press coverage relating to FPS;
- Recruiting platform pages and athlete profile displays accessible to registered coaches;
- Any other marketing or promotional use in connection with FPS and Bright Sports & Entertainment, LLC.

5.3 Restrictions — What This Release Does NOT Cover

Notwithstanding the foregoing, the rights granted herein are expressly limited as follows:

- FPS will NOT sell, license, or otherwise transfer the Athlete's NIL rights to any third party for that party's independent commercial gain or product endorsement.
- FPS will NOT use the Athlete's Content in any manner that implies the Athlete's personal endorsement of any commercial product, brand, or service without the separate, express written consent of the Parent/Guardian.
- FPS will NOT use the Athlete's Content in any context that is defamatory, obscene, or otherwise harmful to the Athlete's reputation.
- Nothing in this Agreement transfers ownership of the Athlete's name or identity; FPS receives a license to use Content as described herein, not ownership of NIL rights.

5.4 Third-Party Media Partners

FPS may share Content with authorized media partners, including but not limited to broadcast partners, streaming platforms, and photography vendors, solely for the purpose of producing, distributing, or amplifying FPS promotional content. Any such sharing is subject to the restrictions in Section 5.3. FPS remains responsible for ensuring that media partners use Content only for permitted purposes.

5.5 No Right of Approval

The Parent/Guardian and Athlete waive any right to inspect or approve the finished product, advertising copy, or other material in which the Content may be used, provided such use is consistent with the permitted uses described in Section 5.2 and the restrictions in Section 5.3.

5.6 Acknowledgment

The Parent/Guardian understands and acknowledges that: (a) this is a perpetual license with no expiration date; (b) the license applies globally without geographic limitation; (c) the consideration for this license is the Athlete's participation in the FPS event, including but not limited to the verified athlete profile, event jersey, and access to the FPS recruiting platform provided as part of registration; and (d) this release is a material inducement to FPS's investment in professional event production, video capture, and platform infrastructure.

6. ATHLETE DATA AND PRIVACY

6.1 Data Collection

FPS collects personal and performance data in connection with event registration and participation, including the Athlete's name, age, contact information, school, position, and performance metrics. This data is stored and managed through the Playbook365 platform.

6.2 Use of Performance Data

Verified performance data and FPS Scores are made available to registered college coaches, high school coaches, and travel program coaches through the FPS recruiting platform as the core function of the service. The Parent/Guardian consents to this use by completing registration. Data shared with coaches is used for recruiting evaluation purposes only and is subject to the FPS platform's coach access policies.

6.3 Data Security

FPS takes reasonable technical and organizational measures to protect Athlete data from unauthorized access or disclosure. FPS is not liable for data breaches caused by third-party platform providers, provided FPS has exercised reasonable diligence in vendor selection.

6.4 Minors' Privacy

FPS is committed to complying with applicable laws protecting the privacy of minors, including the Children's Online Privacy Protection Act (COPPA) where applicable. FPS does not knowingly collect personal information from children under 13 without verifiable parental consent. By creating an account on behalf of their child and completing registration, the Parent/Guardian provides the verifiable parental consent required under applicable law for any data collection associated with the Athlete's profile and participation.

7. ATHLETE AND SPECTATOR CONDUCT

The Parent/Guardian agrees that the Athlete and any accompanying spectators will conduct themselves in a respectful and sportsmanlike manner at all times during FPS events. FPS reserves the right to remove any Athlete or spectator from an event without refund or credit for conduct that is unsafe, disruptive, abusive, or otherwise inconsistent with the values of FPS. Prohibited conduct includes but is not limited to: physical altercations, verbal abuse directed at staff, officials, or other participants, and willful damage to venue property.

Personal filming or recording of the showcase by parents, guardians, or spectators is not permitted during the event. FPS provides professionally captured video and athlete profiles as part of registration; this policy ensures a distraction-free evaluation environment and protects the privacy of all participating athletes.

The Parent/Guardian is also required to review and agree to the FPS Parent Code of Conduct, which is presented as a separate acknowledgment during the registration process. The Parent Code of Conduct is incorporated into and made a part of this Agreement by reference.

8. FPS INTELLECTUAL PROPERTY

All FPS branding, logos, event names, the FPS Score methodology, and platform features are the proprietary intellectual property of Bright Sports & Entertainment, LLC. Nothing in this Agreement grants the Parent/Guardian or Athlete any license to use FPS intellectual property for any purpose. Athlete profile data and film accessible through the recruiting platform are provided for the Athlete's personal recruiting

use only and may not be redistributed, sold, or used for commercial purposes without FPS's prior written consent.

9. DISPUTE RESOLUTION

9.1 Informal Resolution

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or any FPS event (a "Dispute"), the parties agree to first attempt to resolve the Dispute through good-faith informal communication. The Parent/Guardian should contact FPS in writing at jessica@brightse.com describing the nature of the Dispute and the relief sought. FPS will respond within 15 business days. The parties agree to negotiate in good faith for a period of 30 days before initiating arbitration.

9.2 Binding Arbitration

If the parties are unable to resolve a Dispute through informal resolution within 30 days, the Dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, which are available at www.adr.org. Arbitration shall be conducted in Brevard County, Florida, or virtually if both parties agree. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

9.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. Any court proceedings permitted hereunder (including to enforce an arbitration award) shall be brought exclusively in the state or federal courts located in Brevard County, Florida.

9.4 Class Action Waiver

The Parent/Guardian agrees that any Dispute shall be resolved on an individual basis only. The Parent/Guardian waives any right to bring or participate in a class action, class arbitration, or any other representative proceeding.

9.5 Exceptions

Notwithstanding the foregoing, either party may seek emergency injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration.

10. GENERAL PROVISIONS

10.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior communications, representations, and agreements relating thereto.

10.2 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

10.3 Waiver

Failure by FPS to enforce any provision of this Agreement shall not constitute a waiver of FPS's right to enforce that provision or any other provision in the future.

10.4 Updates to Terms

FPS reserves the right to update these Terms and Conditions for future events. Any material changes will be communicated prior to the opening of registration for the affected event. Continued registration after notice of changes constitutes acceptance of the updated terms.

10.5 Contact Information

Questions regarding these Terms and Conditions may be directed to: Bright Sports & Entertainment, LLC | jessica@brightse.com | flagprospectseries.com

ACCEPTANCE OF TERMS

By completing and submitting this registration, the Parent/Guardian confirms that:

- They are the parent or legal guardian of the registered Athlete;
- They have read and understand this Agreement in its entirety;
- They agree to all terms on behalf of themselves and the Athlete;
- They have the legal authority to grant the rights described herein, including the NIL and media release in Section 5;
- They understand this Agreement is legally binding.