

BDE MISS USA, LLC dba Miss USA
Contest, Casting, and Fan Voting Platform

TERMS OF USE

Effective Date: May 19, 2026

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE ACCESSING OR USING THIS PLATFORM. BY ACCESSING OR USING THE PLATFORM, CREATING AN ACCOUNT, SUBMITTING AN APPLICATION OR OTHER MATERIALS, PARTICIPATING IN A CONTEST OR CASTING OPPORTUNITY, OR CASTING ANY VOTE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND ALL POLICIES INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM.

1. Introduction and Acceptance

These Terms of Use govern your access to and use of the Miss USA contest, casting, and fan voting platform (the "Platform"), operated by BDE MISS USA, LLC, a Delaware limited liability company doing business as Miss USA (the "Operator," "we," "us," or "our"). The Platform may facilitate applications, submissions, public voting, contest administration, casting opportunities, and related programming in connection with Miss USA-sponsored contests and initiatives.

By accessing or using the Platform, you represent and warrant that:

- (a) you have the legal capacity to enter into a binding agreement in your jurisdiction;
- (b) your use of the Platform complies with all applicable laws and regulations; and
- (c) if you submit an application, materials, or other information on behalf of another individual, including a minor where permitted by the applicable Contest Rules, you have the authority to do so.

Where an applicable contest, casting opportunity, or other program permits a parent or legal guardian to act on behalf of a minor, the parent or legal guardian using the Platform agrees to these Terms on their own behalf and, to the extent permitted by law, on behalf of the minor participant.

The Operator may update or modify these Terms at any time. Updated Terms will be posted on the Platform with a revised effective date. Your continued use of the Platform following any such update constitutes your acceptance of the revised Terms.

2. Definitions

For purposes of these Terms, the following definitions apply:

- **"Account"** means an optional registered user profile created on the Platform where available.

- **"Applicant"** means an individual whose application or submission is provided through the Platform for consideration in a contest, casting opportunity, or related program.
- **"Contestant"** means an individual officially entered, admitted, approved, or otherwise authorized to participate in a Miss USA-sanctioned contest, casting opportunity, or related program in accordance with the applicable Contest Rules.
- **"Contest Rules"** means the official rules, eligibility requirements, schedules, payment terms, refund policies, judging or selection procedures, and other terms governing a specific contest, casting opportunity, or related program, which are published separately on the Platform or otherwise made available by the Operator and incorporated into these Terms by reference.
- **"Content"** means all text, photographs, images, video, audio, data, graphics, software, and other materials made available on or through the Platform, whether provided by the Operator, an Applicant, a Contestant, a voter, or another user.
- **"Participant Content"** means photographs, videos, written responses, profile materials, biographical or promotional materials, and other content submitted to the Platform by or on behalf of an Applicant, Contestant, or other participant in connection with a contest, casting opportunity, or related program.
- **"Purchase"** means any paid transaction made through or in connection with the Platform, including, where applicable, vote purchases, application fees, entry fees, or other contest-related transactions authorized by the applicable Contest Rules.
- **"Vote"** means a single unit of fan support, whether free or purchased, cast in accordance with the applicable Contest Rules.

3. Eligibility and Age Requirements

Eligibility to apply for, participate in, vote in, or otherwise engage with any specific contest, casting opportunity, or related program is governed by the applicable Contest Rules. You are responsible for reviewing and complying with all Contest Rules that apply to your use of the Platform.

Certain Platform activities may be restricted based on age, legal capacity, or other eligibility requirements. Purchases made through the Platform, including vote purchases, application fees, and entry fees, may only be made by individuals who are at least eighteen (18) years of age or by a parent or legal guardian acting on behalf of a minor where expressly permitted by the applicable Contest Rules.

Minors may be featured as Applicants, Contestants, or other participants only where permitted by the applicable Contest Rules and subject to any required parent or legal guardian consent, authorization, verification, and documentation.

Unless expressly authorized by Operator through a process designed to comply with applicable law, the Platform is not intended for children under thirteen (13) years of age to create Accounts or independently submit personal information. If you believe that information has been submitted through the Platform in violation of this section, please contact us at marketing@missusa.com.

Access to and use of the Platform may be subject to geographic restrictions. The Operator makes no representation that the Platform or any Content available through it is lawful or appropriate for use in any particular jurisdiction. Users who access the Platform from outside the United States do so at their own risk and are solely responsible for compliance with applicable local laws.

4. Account Registration

Creating an Account may be optional or required depending on the features of the Platform or the applicable Contest Rules. Certain features may be available without an Account, while other features, such as application management, profile management, voting history, task completion, or account-specific functionality, may require an Account.

If you create an Account, you agree to:

- (a) provide accurate, complete, and current information;
- (b) promptly update your Account information if it changes;
- (c) maintain the confidentiality of your login credentials; and
- (d) notify us immediately at marketing@missusa.com if you suspect unauthorized access to your Account.

You are solely responsible for all activity that occurs under your Account. If you use an Account to act on behalf of a minor participant where permitted by the applicable Contest Rules, you are responsible for all submissions, confirmations, and actions taken through that Account.

The Operator reserves the right to suspend, restrict, or terminate any Account at any time, with or without notice, for any reason, including but not limited to a violation of these Terms, the Contest Rules, or applicable law.

5. Contest Participation, Voting, and Purchases

The Platform may permit users to apply for contests or casting opportunities, submit materials, cast free Votes, purchase Votes, pay application fees or entry fees, or complete other contest-related actions, depending on the specific program. All contest-specific eligibility requirements, schedules, application processes, submission requirements, voting structures, judging or selection procedures, pricing, refund policies, and other participation terms are governed by the applicable Contest Rules.

In the event of any conflict between these Terms and the Contest Rules with respect to a specific contest, casting opportunity, Purchase, Vote, application, judging process, selection procedure, or other contest-related matter, the Contest Rules govern.

All payment transactions are processed by third-party payment processors. The Operator does not store full payment card information. Your use of any payment service is subject to the applicable third-party terms and privacy policies, and the Operator bears no liability for errors, outages, delays, payment failures, chargebacks, disputes, or data handling by third-party payment processors.

The Operator reserves the right to decline, cancel, reverse, investigate, or otherwise take appropriate action with respect to any Purchase or transaction that the Operator reasonably suspects is unauthorized, fraudulent, abusive, in violation of these Terms or the applicable Contest Rules, or otherwise harmful to the integrity of the Platform or any contest or casting opportunity.

Refund rights, if any, are governed by the applicable Contest Rules and any disclosures provided at the time of Purchase.

6. Participant Content

Applicants, Contestants, parents or legal guardians acting on behalf of minors where permitted, and other users may submit Participant Content to the Platform in connection with a contest, casting opportunity, or related program.

By submitting Participant Content to the Platform, you grant the Operator a non-exclusive, royalty-free, worldwide license to host, store, reproduce, display, format, transmit, and otherwise use the Participant Content as reasonably necessary to operate, administer, review, support, and present the Platform and the applicable contest, casting opportunity, or related program. The Operator may authorize its service providers, contractors, and vendors acting on its behalf to exercise these rights solely as reasonably necessary to provide services related to the Platform or applicable program.

Any use of Participant Content for advertising, promotional, publicity, announcement, or other purposes beyond ordinary Platform operation and contest administration will be governed by the applicable Contest Rules, separate consents, or other agreements where required.

By submitting Participant Content, you represent and warrant that:

- (a) you own or have all rights, permissions, and authority necessary to submit the Participant Content and grant the rights described in these Terms;
- (b) the Participant Content does not infringe the intellectual property, privacy, publicity, contractual, or other rights of any third party;
- (c) the Participant Content does not violate any applicable law, these Terms, or the applicable Contest Rules; and
- (d) where Participant Content is submitted on behalf of a minor, you are the minor's parent or legal guardian or otherwise have the required authority and consent to submit such materials.

The Operator reserves the right, but not the obligation, to review, reject, remove, withhold, request revision of, or decline to display any Participant Content that, in its sole discretion, violates these Terms, the applicable Contest Rules, is inappropriate, technically unusable, misleading, infringing, or otherwise inconsistent with the Miss USA brand, the Platform, or the orderly administration of a contest or casting opportunity.

7. Intellectual Property and Ownership

All Content on the Platform that is not Participant Content, including but not limited to the Miss USA name, Miss Teen USA name, trademarks, logos, trade dress, graphics, website design,

source code, text, software, and other Platform materials, is owned by or licensed to the Operator and is protected by United States and international intellectual property laws.

Nothing in these Terms grants you any right, title, or interest in or to any Miss USA, Miss Teen USA, or related trademark, service mark, logo, content, or intellectual property. Unauthorized use of any such intellectual property is strictly prohibited and may constitute a violation of applicable law.

You may not reproduce, duplicate, copy, modify, distribute, publicly display, publicly perform, create derivative works from, or otherwise exploit any Platform Content without the prior written consent of the Operator, except as expressly permitted by these Terms or applicable law.

8. Prohibited Conduct

You agree that you will not, in connection with your use of the Platform:

- use the Platform for any unlawful purpose or in violation of any applicable federal, state, or local law;
- violate or attempt to violate any applicable Contest Rules;
- submit false, misleading, deceptive, incomplete, or unauthorized information, applications, materials, or payment details;
- impersonate any person or entity, falsely represent your affiliation with any person or entity, or submit materials on behalf of another individual without proper authority;
- attempt to gain unauthorized access to any portion of the Platform, the underlying servers, or any related systems or networks;
- use automated tools, scripts, bots, scraping technologies, or other automated means to access, interact with, vote on, manipulate, or extract data from the Platform;
- circumvent, disable, or interfere with any security, authentication, payment, voting, fraud-prevention, rate-limiting, or anti-abuse features of the Platform;
- manipulate, attempt to manipulate, or improperly influence any vote total, ranking, application review, contest result, judging process, or selection outcome;
- introduce viruses, malware, ransomware, trojans, or any other harmful or disruptive code;
- upload or submit Content that is unlawful, infringing, threatening, harassing, defamatory, obscene, hateful, exploitative, or otherwise objectionable;
- defame, harass, threaten, stalk, or abuse any individual through the Platform; or

- use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other user's access to the Platform.

Violation of this section may result in immediate suspension or termination of your access to the Platform, disqualification or other contest-related action where applicable under the Contest Rules, and referral to appropriate law enforcement authorities where warranted.

9. Third-Party Services and Links

The Platform may contain links to or integrations with third-party websites, applications, payment processors, social media services, or other tools and services. These links or integrations are provided for convenience or functionality only and do not constitute an endorsement of or affiliation with any third party unless expressly stated.

The Operator has no control over and assumes no responsibility for the content, privacy practices, availability, security, or terms of any third-party service. Your use of any third-party service is at your sole risk and subject to that service's own terms and privacy policies.

No contest, casting opportunity, or related program conducted through the Platform is sponsored, endorsed, administered by, or otherwise associated with Facebook, Instagram, TikTok, X, YouTube, or any other social media platform unless expressly stated by the Operator.

10. Privacy

Your use of the Platform is also governed by the Miss USA Privacy Policy, which is incorporated into these Terms by reference. Please review the Privacy Policy to understand how the Operator collects, uses, shares, and protects information submitted to or collected through the Platform.

In the event of any conflict between these Terms and the Privacy Policy with respect to the handling of personal information, the Privacy Policy governs.

11. Disclaimer of Warranties

THE PLATFORM AND ALL CONTENT, CONTEST FEATURES, APPLICATION FEATURES, VOTING FEATURES, PAYMENT FEATURES, AND OTHER SERVICES AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE OPERATOR DOES NOT WARRANT THAT:

- (A) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- (B) ANY INFORMATION OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE OR RELIABLE;
- (C) ANY APPLICATION, SUBMISSION, VOTE, PURCHASE, OR OTHER TRANSACTION WILL BE RECEIVED, PROCESSED, DISPLAYED, OR RECORDED WITHOUT DELAY OR

ERROR; OR

(D) ANY DEFECTS IN THE PLATFORM WILL BE CORRECTED.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE OPERATOR, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, ANY CONTEST OR CASTING OPPORTUNITY, ANY APPLICATION OR SUBMISSION, ANY VOTE OR PURCHASE, OR ANY CONTENT MADE AVAILABLE THROUGH THE PLATFORM, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE OPERATOR'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM EXCEED THE GREATER OF:

(A) THE TOTAL AMOUNT YOU PAID TO THE OPERATOR THROUGH THE PLATFORM IN THE SIX (6) MONTHS PRECEDING THE CLAIM; OR

(B) ONE HUNDRED U.S. DOLLARS (\$100.00).

Certain jurisdictions do not permit the exclusion or limitation of certain damages. If you are located in such a jurisdiction, some of the above limitations may not apply to you.

13. Indemnification

You agree to indemnify, defend, and hold harmless BDE MISS USA, LLC and its members, officers, employees, agents, contractors, service providers, licensors, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- (a) your use of or access to the Platform;
- (b) your violation of these Terms or any applicable Contest Rules;
- (c) your violation of any applicable law or regulation;
- (d) your Participant Content or other materials submitted by or on your behalf;
- (e) your infringement or violation of any third-party right; or
- (f) your submission of information, applications, materials, or Content on behalf of another individual without proper authority.

The Operator reserves the right to assume exclusive control of the defense of any matter otherwise subject to indemnification by you, at your expense, and you agree to cooperate fully with such defense.

14. Termination

The Operator reserves the right, in its sole discretion, to suspend, restrict, or terminate your access to the Platform at any time and for any reason, including but not limited to a violation of

these Terms, the Contest Rules, or applicable law, without prior notice and without liability to you.

Upon termination, your right to use the Platform ceases immediately. Termination of Platform access does not limit or eliminate any obligations, restrictions, consents, licenses, or rights that survive under these Terms, the applicable Contest Rules, or any separate agreement.

Sections 6, 7, 10, 11, 12, 13, 15, 17, 18, and 19 survive the termination or expiration of these Terms to the extent applicable.

15. Governing Law and Dispute Resolution

These Terms and any dispute or claim arising out of or relating in any way to these Terms, your use of the Platform, or your use of the Platform on behalf of another individual where applicable, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-law principles.

Any dispute or claim arising out of or relating in any way to these Terms or your use of the Platform shall be settled by binding and unappealable arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules. Claims shall be heard by a single arbitrator. The place of arbitration shall be Los Angeles, California, unless otherwise agreed by the parties or determined by the arbitrator to proceed virtually. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

ALL 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. YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

If any part of this arbitration provision is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

16. Modifications to These Terms

The Operator reserves the right to modify these Terms at any time. Any changes will be posted on the Platform with a revised effective date. Your continued access to or use of the Platform following the posting of updated Terms constitutes your acceptance of the changes. If you do not agree to the updated Terms, you must discontinue use of the Platform.

17. Severability and Waiver

If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a court or arbitrator of competent jurisdiction, that provision will be deemed severable from the remaining Terms, and the remaining provisions will continue in full force and effect.

The failure of the Operator to enforce any right or provision of these Terms will not constitute a waiver of that right or provision. No waiver of any term will be deemed a further or continuing waiver of that term or any other term.

18. Complete Agreement

These Terms, together with the applicable Contest Rules and the Miss USA Privacy Policy, constitute the entire agreement between you and the Operator with respect to your use of the Platform and supersede all prior or contemporaneous understandings, agreements, representations, or warranties, whether written or oral, relating to the Platform.

Nothing published or communicated outside of these Terms, the applicable Contest Rules, or the Privacy Policy shall be construed as a modification of any of the foregoing.

19. Contact Information

For questions about these Terms, please contact:

BDE MISS USA, LLC dba Miss USA

777 Brickell Avenue, Suite 500

Miami, FL 33131

marketing@missusa.com