

OFFICIAL CONTEST RULES

2013 Tennis Boom Essay Contest

THIS IS A SKILL CONTEST, NOT A SWEEPSTAKES. NO PURCHASE NECESSARY TO ENTER OR WIN. MANY WILL ENTER, FEW WILL WIN.

ELIGIBILITY. All contestants must (a) be 18 years old at the time of the submission of the entry and (b) be a legal resident within the geographic boundaries of USTA Eastern. USTA Eastern is comprised of the state of New York, that part of the state of Connecticut within 35 miles of New York City Hall, excepting that part which is within the city limit of Stamford (which shall form part of the New England Section) and, of the state of New Jersey, the counties of Passaic, Bergen, Essex, Union and Hudson, the county of Monmouth excepting the townships and boroughs of Manasquan, Sea Girt, Spring Lake Heights, Avon-by-the-Sea, Bradley Beach, Neptune, Neptune City, South Belmar, Belmar, Wall, Howell, Farmingdale, Millstone, Roosevelt, Upper Freehold, Allentown, Brielle, Freehold, Freehold Township, Manalapan and Englishtown; the county of Middlesex excepting the townships and boroughs of Cranbury, South Brunswick, Plainsboro, Jamesburg and Monroe; the county of Somerset excepting the townships and boroughs of Rocky Hill, Montgomery, Hillsborough, Branchburg and Bedminster; and the county of Morris excepting the townships and boroughs of Chester, Chester Township, Washington, Mount Olive, Netcong, Roxbury and Mount Arlington.

Employees, officers, directors and volunteers of the United States Tennis Association Incorporated (the "USTA"), and USTA Eastern Incorporated ("USTA Eastern"), the USTA National Tennis Center Incorporated, the US Open, and their respective parent companies, subsidiaries, and affiliates, and anyone involved in the Contest's development or execution, the immediate families (meaning spouse, parents, siblings, children and each of their spouses) and members of the households of any such employee, officer, director, volunteer or person, are not eligible.

CONTENT AND FORMAT OF SUBMISSION. To enter for an opportunity to win seats to the BNP Paribas Showdown: Fill out the form online and write an essay of 100 words or less answering the following question: What would you say to convince your friends to play tennis?

All entries must be submitted online at <http://eastern.usta.com>.

Limit one (1) entry per person.

No one may assist you and no one other than you may contribute to the content of your essay. Essays may not include unlawful, threatening, libelous, defamatory, obscene, inappropriate or profane material, material that violates the intellectual property, privacy or other rights of third parties, or material that otherwise violates these Official Contest Rules, as determined by USTA Eastern in its sole discretion.

In submitting your essay, you represent and warrant that your essay is original, that no one has assisted you in creating your essay, that you own all rights to the essay or artwork you have submitted, and that USTA Eastern's use of the essay, or any part of the same, will not infringe upon the rights of any third party. All entries must be in English. Incomplete entries will be disqualified.

DEADLINE. All entries must be submitted online no later than 11:59 PM EST on February 15, 2013.

TO ENTER ONLINE. Visit <http://www.eastern.usta.com/> to complete the Contest Entry Form, and follow the instructions for submitting your essay.

WINNER SELECTION. A panel of qualified judges will be appointed by USTA Eastern to judge all essay submissions. USTA Eastern will select up to five contestants as winners. Essays will be judged based on the following criteria: (i) message clarity; (ii) quality of expression; and (iii) creative style. Each of the criteria will be given equal weight. Ties will be broken by the judges who shall select the entry that best meets criteria i (message clarity). All decisions by the judges will be final and binding in all respects.

Selected contestants will be notified by telephone and/or email and confirmed winners in accordance with these Official Contest Rules. Selected contestants will be asked to sign an Affidavit of Eligibility and Release and may be asked to provide proof of age and residency. If prize/prize notification is returned as undeliverable, requisite release and documentation suitable to USTA Eastern are not provided, or a selected contestant is unable to accept prize, prize will be forfeited and the contestant that has submitted the next best submission will be selected as an alternate winner in accordance with these Official Contest Rules. USTA Eastern further reserves the right to disqualify any selected contestant whose behavior, past or present, the USTA Eastern, in its sole discretion, deems to be inappropriate or an embarrassment to USTA Eastern.

PRIZES/APPROXIMATE RETAIL VALUE. The top two essay contest winners will receive the following prize: two (2) tickets to the BNP Paribas Showdown, on March 4, 2013; Approximate Retail Value ("ARV") of the prize is \$300 USD. If the BNP Paribas Showdown is postponed or cancelled for any reason, no compensation or substitution will be provided for the prize. Tickets are subject to terms and conditions specified by issuer.

Each winner is solely responsible for all other expenses not specifically set forth herein, including, without limitation, travel, taxes, gratuities, spending money, insurance and any other incidentals. No prize substitution or cash equivalent of prize will be given for any reason except at USTA Eastern's sole discretion due to prize unavailability, and then only for a prize of equal or greater value. Limit one prize per individual, family or household.

RELEASES. By participating, each contestant releases, indemnifies and holds harmless USTA Eastern, the USTA, the USTA National Tennis Center Incorporated, the US Open, the City of New York, and their respective parent companies, subsidiaries, affiliates, dealers, and all others involved in the Contest's development or execution and each of their respective owners, principals, shareholders, directors, officers, volunteers, employees, agents, contractors and representatives (collectively the "Released Parties") from any and all liability for any injuries, losses or damages of any kind related to or arising from (i) participation in the Contest; (ii) acceptance, possession, use and/or misuse of any prize; (iii) the Released Parties' review and use of the contestant's entry or Likeness (defined below), except where prohibited by law; and/or (iv) third party claims relating to the representations and warranties being made in connection with the contestant's entry. By entering and submitting an essay, each contestant (a) waives his/her rights in the essay and assigns all rights, title and interest in and to the essay, including, copyrights, to USTA Eastern; (b) acknowledges and agrees that USTA Eastern, as owner, has the exclusive, unrestricted, perpetual, royalty-free, worldwide, freely-assignable and irrevocable right, but not the obligation, to use, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the entry, in whole or in part, in any form or media, now known or hereafter developed, including, without limitation, broadcast television, radio and the Internet, for any purpose whatsoever, without any payment to, or further authorization by, the contestant; (c) acknowledges and agrees that the Released Parties have the unrestricted, irrevocable right, but not the obligation, to use contestant's name, address, photograph, picture, likeness, moving image, voice, biographical material, personal information, and any performance on contestant's part, whether in their original form or as altered, edited, lifted or reproduced by the Released Parties (collectively, "your Likeness"), in perpetuity throughout the world, whether in connection with the Contest or not, in any and all media (including broadcast television, radio and the Internet) now existing or hereafter discovered or developed, for any and all purposes including, without limitation, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the contestant, except where prohibited by law; and (d) agrees to execute such further documents and instruments and take any further acts as USTA Eastern may reasonably request in order to effectuate these terms.

GENERAL CONDITIONS. The costs incurred in creating and submitting a contest entry will not be reimbursed by USTA Eastern or anyone else. No monetary compensation, payments, residuals or use fees will be made to contestants with respect to USTA Eastern's use of their essay. By submitting an essay, each contestant agree to abide by these Official Contest Rules. USTA Eastern reserves the right

permanently to disqualify from this Contest any person it believes has violated these Official Contest Rules. Contest subject to all applicable Federal, state and local laws and regulations. USTA Eastern reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, at any time, and without notice, if tampering, technical difficulties or any other matter interferes with the Contest. Should this Contest be terminated Sponsor reserves the right to select the winners from among all eligible, non-suspect entries received as of the action requiring such termination. The Released Parties assume no responsibility for late or incomplete entries, or other errors or problems of any kind, whether mechanical, electronic, human or otherwise. All entries become the property of USTA Eastern and none will be acknowledged or returned.

INTERNET. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

DATA COLLECTION. All personal information submitted in relation to the Contest will be handled in accordance with applicable privacy laws and the privacy policy of the USTA which may be found at http://www.eastern.usta.com/Site-Services/2289_Privacy_Policy/. Your personal information will only be used in connection with the Contest and as provided for in these Contest Rules.

WINNERS' LIST. The names of all winners will be posted online at <http://eastern.usta.com> by March 1, 2013.

SPONSOR. USTA Eastern, 70 West Red Oak Lane, White Plains, N, 10604. Visit <http://eastern.usta.com> for more information.