

**Houston Outlaws  
Most Wanted Content Creator Search Guidelines**

**BY PARTICIPATING IN THIS SEARCH, ALL CANDIDATES CONSENT TO THE  
USE OF THEIR IMAGE, PHOTOS, AND AUDIO OR VIDEO RECORDINGS.**

**These guidelines apply to the Most Wanted Content Creator Search (the “Search”) being conducted by OutlawsXP, Inc. d/b/a Houston Outlaws (“Outlaws”).**

**NO PURCHASE OR PAYMENT REQUIRED. ALL DECISIONS BY THE OUTLAWS ARE FINAL.**

**ELIGIBILITY:**

- a. The Search is open to legal residents of the contiguous United States (excluding Alaska and Hawaii), who are 18 years of age or older as of November 18, 2020.
- b. Employees of Outlaws XP, Inc., Beasley Media Group, or its affiliates, and any sponsors (collectively, “Sponsors”), and their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of such employees (i.e., spouses, parents, grandparents, children, grandchildren, and siblings) and anyone else residing within the household of each of the above are NOT eligible to participate.
- c. Outlaws reserves the right to disqualify any candidate at any time in its sole discretion. Candidates who provide any false information in connection with the Search, including (without limitation) with respect to employment history, background, or other credentials, may be immediately disqualified or, if already hired, immediately terminated.
- d. At any point in the Search, candidates agree to submit to a criminal background check, reference check, and, if permitted by law, credit check. Candidates must not have any conflicting obligations, contractual or otherwise, that would interfere with their obligations if chosen to be one of the Most Wanted Content Creators at the conclusion of the Search. Upon request, candidates must provide satisfactory references and proof of identification and work authorization as required by the Immigration Reform and Control Act of 1986, as amended.
- e. If selected as one of the Most Wanted Content Creators and offered the opportunity to be an independent contractor in association with the Outlaws, the candidate will be required to enter into an independent contractor agreement as described below. Refusal to enter into such an agreement will result in the candidate’s disqualification.
- f. If a candidate selected as a Most Wanted Content Creator is deemed ineligible, elects not to enter into the independent contractor agreement as described below, or is deemed unsuitable by Outlaws management in its sole and absolute discretion, Outlaws may select an alternative Most Wanted Content Creator, but is not obligated to do so.

## HOW TO APPLY AND AUDITION:

### PRE-REGISTRATION:

- a. To participate in the Search, beginning on November 18, 2020 at 12:00PM Central Time (“CT”) and ending on December 2, 2020 at 11:59PM CT candidates must prepare a video explaining why they deserve to be the Houston Outlaws “Most Wanted Content Creator”. Candidates will need to have a valid Twitter account. If they do not already have one, candidates can open a Twitter account for free via the Twitter app. Candidate must follow the Outlaws at @Outlaws on Twitter, and candidates’ account must be set to “public” for the submission to be valid. Candidate must post the video directly via a Twitter post or posting a link to a 3<sup>rd</sup> party video site such as YouTube using the hashtag #OutlawsMostWanted and mention @Outlaws on Twitter. Only one (1) entry per person via Twitter will be permitted. Multiple candidates are not permitted to share the same email address or Twitter account. Videos submitted may not be acknowledged or returned. Proof of submission shall not be deemed proof of receipt by the Search administrator. By entering the Search, candidates consent to be subject to all notices posted online including but not limited to Outlaws’ Privacy Policy as applicable. Use of Twitter as a means of entry will be subject to Twitter’s privacy policy and terms of service. Candidate specifically agrees to release Twitter from any and all liability associated with this Search. The Search is in no way sponsored, endorsed or administered by, or associated with Twitter. All submissions must be posted by 11:59 PM CT on Wednesday, December 2, 2020.
- b. Each video submitted may feature only the candidate and must not contain copyrighted materials or any other materials that may be restricted, prohibited, or outlawed by any laws, or materials that may otherwise infringe on the rights of a third party. The video may not invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or proprietary rights including but not limited to copyrights or trademarks. The Outlaws shall have the right to disqualify any candidate if it determines that the video contains copyrighted material or material that infringes on the rights of another; indecent or otherwise offensive material such as violence or drug abuse; or if such video contains material that is deemed to be unsuitable for a public audience. The Outlaws determinations with respect to all such matters shall be made in its sole discretion and shall be final. Videos that do not comply with these rules will not be eligible for the Search.

## SEMI-FINAL ROUNDS & FINAL ROUND:

### a. Semi-Final Round 1:

- i. The top 25 candidates will be announced on the Outlaws Twitter and at <https://outlaws.gg/> no later than **December 7, 2020**. Outlaws judges will judge each video submitted as part of the Pre-Registration and will selected the top 25 candidates will be based on the video's ability to create fan engagement and the video's creativity and how compelling the reasons for why the candidate would like to be selected as a "Most Wanted Content Creator" are.
- ii. The top 25 candidates may receive a qualifying prize made up of Outlaws and sponsored merchandise at the discretion of the Outlaws
- iii. The top 25 candidates will be invited to participate in challenges (each a "Challenge," collectively "Challenges"). During each Challenge, candidates will be tasked with creating content as requested by the Outlaws and/or Sponsor that demonstrates camera presence, video editing skills, creativity, innovation, presentation of content in edited form, creative use of Outlaws and partner brands. the ability to engage with team's followers and Sponsors.
- iv. All videos and/or content created during each Challenge must be submitted as directed by the Outlaws. Any video and/or content not submitted by the Challenge deadline will disqualify a candidate, in the sole and absolute discretion of the Outlaws.
- v. Challenge 1 Announcement - no later than 11:59PM CT on December 7, 2020
- vi. Challenge 1 Submission Deadline – 11:59PM CT on December 16, 2020
- vii. Challenge 2 Announcement - no later than 11:59PM CT on December 16, 2020
- viii. Challenge 2 Submission Deadline – 11:59PM CT on December 28, 2020
- ix. Any video and/or content not submitted by the Challenge deadline will disqualify a candidate, in the sole and absolute discretion of the Outlaws.

**b. Semi-Final Round 2:**

- i. The top 12 candidates will be announced on the Outlaws Twitter and at <https://outlaws.gg/> no later than **January 4, 2021**.
- ii. Selection of the top 12 candidates will be based on the Challenge judging criteria described above (camera presence, video editing skills, creativity, innovation, presentation of content in edited form, creative use of Outlaws and partner brands. the ability to engage with team's followers and Sponsors).
- iii. The top 12 candidates will be invited to participate in additional Challenges.
- iv. All videos and/or content created during each Challenge must be submitted as directed by the Outlaws. Any video and/or content not submitted by the Challenge deadline will disqualify a candidate, in the sole and absolute discretion of the Outlaws.
- v. Challenge 3 Announcement - no later than 11:59PM CT on January 4, 2021
- vi. Challenge 3 Submission Deadline - 11:59PM CT on January 13, 2021
- vii. Challenge 4 Announcement - no later than 11:59PM CT on January 13, 2021
- viii. Challenge 4 Submission Deadline - 11:59PM CT on January 22, 2021

**c. Semi-Final Round 3:**

- i. The top 8 candidates will be announced on the Outlaws Twitter and at <https://outlaws.gg/> no later than **January 27, 2021**.
- ii. Selection of the top 8 candidates will be based on the Challenge judging criteria described above (camera presence, video editing skills, creativity, innovation, presentation of content in edited form, creative use of Outlaws and partner brands. the ability to engage with team's followers and Sponsors).
- iii. The top 8 candidates will be invited to participate in additional Challenges.
- iv. All videos and/or content created during each Challenge must be submitted as directed by the Outlaws. Any video and/or content not submitted by the Challenge deadline will disqualify a candidate, in the sole and absolute discretion of the Outlaws.
- v. Challenge 5 Announcement - no later than 11:59PM CT on February 1, 2021
- vi. Challenge 5 Submission Deadline – 11:59PM CT on February 10, 2021
- vii. Challenge 6 Announcement - no later than 11:59PM CT on February 1, 2021
- viii. Challenge 6 Submission Deadline - 11:59PM CT on February 10, 2021

**d. Final Round:**

- i. The top 4 candidates will be announced on the Outlaws Twitter and live broadcast ([www.twitch.tv/HoustonOutlaws](http://www.twitch.tv/HoustonOutlaws)) on **February 15, 2021**.
- ii. The top 4 candidates must be available during the live broadcast on February 15, 2021 in order to participate in the final 2 Challenges. The details of Challenges 7 and 8 will be announced, conducted, and judged live during the Final Broadcast. The top 4 candidates will be required to follow instructions and requests of any Outlaws representative or judges during the live broadcast.
- iii. Any candidate who fails to appear for the live broadcast or fails to participate in any Challenge during the live broadcast may be disqualified at the sole discretion of the Outlaws.
- iv. The top 3 candidates (hereinafter reference to as the “Most Wanted Creators”) will be notified and announced on the live broadcast on February 15, 2021. Selection of the Most Wanted Creators will be based on the Challenge judging criteria described above (camera presence, video editing skills, creativity, innovation, presentation of content in edited form, creative use of Outlaws and partner brands. the ability to engage with team’s followers and Sponsors).
- v. The live broadcast may include a public voting period where viewers can vote for their favorite candidate. The final tally in the voting period will make up no more than ten percent (10%) of a candidate’s final score when determining the Most Wanted Creators.
- vi. **Outlaws reserve the right but not the obligation to select less than three (3) Most Wanted Creators in their sole and absolute discretion.**

## **JOB DESCRIPTION:**

- a. The top three (3) candidates selected in the Search may be offered the opportunity to be independent contractors for the Outlaws (to include but not limited to making video and social content for the Outlaws and Most Wanted, streaming utilizing the “Most Wanted” brand, maintaining “Most Wanted” social media pages, and appearing at Outlaws events), and in such case will be provided the opportunity to enter into a written independent contractor agreement with Outlaws (the “Agreement”) on terms and conditions as shall be determined by Outlaws, in its sole discretion. The Agreement shall provide for Outlaws right, but not obligation, to use the Most Wanted Creators services to appear at Outlaws events (including weekends) as Outlaws may from time to time designate. The Most Wanted Creators will receive compensation to be paid in equal amounts bi-monthly from March 2021- March 2022 (subject to authorized payroll deductions and withholding taxes). So long as the Agreement is not terminated for cause by Outlaws, Outlaws shall be obligated to pay the Most Wanted Creators the agreed upon compensation (less any deductions or taxes required by law) regardless of whether Outlaws elects to use the Most Wanted Creators services.
- b. The Most Wanted Creators will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the Agreement and being selected as a Most Wanted Creator. The Most Wanted Creators will be responsible for following all of Outlaws’ guidelines and other Outlaws policies as directed by Outlaws management. Selection as a Most Wanted Creator in no way guarantees future employment.
- c. The Most Wanted Creators shall not have the right to substitute the opportunity to enter into the Agreement for any other item of value or for the cash equivalent and shall not have the right to transfer or assign the Agreement to any other individual or entity. The Most Wanted Creators shall not be entitled to anything other than the agreed upon compensation and except as expressly specified, shall not be reimbursed in connection with any taxes or expenses associated with being selected as the Most Wanted Creator and/or entering into the Agreement. Other restrictions may apply.
- d. Most Wanted Creators must be available to participate in Outlaws activities as required and assigned by the marketing department. Most Wanted Creators must be available to participate in Outlaws activities during non-traditional hours, including nights and weekends.

**GENERAL CONDITIONS:**

If at any time during the Search a candidate opts out of the Search, the Outlaws reserve the right, but not the obligation, to select an alternate candidate to participate in their place.

In the event that the operation, security, or administration of the Search is impaired in any way, Outlaws may, in its sole discretion, either: (a) suspend the Search to address the impairment and then resume the Search. Outlaws reserve the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Search, violates these Guidelines, or acts in a disruptive or unsportsmanlike manner. Outlaw's failure to enforce any term of these Guidelines shall not constitute a waiver of that provision. Proof of sending any communication to Outlaws by mail shall not be deemed proof of receipt of that communication. The Search is subject to federal, state, and local laws and regulations and is void where prohibited.

**RELEASE AND LIMITATIONS OF LIABILITY:**

By entering, you agree to release the Outlaws, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from any claim or cause of action arising out of participation in the Search, including, but not limited to: (a) unauthorized human intervention in the Search; (b) technical errors that may affect the Search; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Search; or (f) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys' fees or other legal costs. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**PRIVACY AND PUBLICITY:**

Any information you submit as part of the Search will be used in accordance with Outlaws' Privacy Policy. Except where prohibited, participation in the Search constitutes your consent to Outlaws' use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration. Any video submissions used as part of the Search shall be the sole and exclusive property of the Outlaws and/or Sponsors and may be used for promotional and advertising purposes without further permission or compensation. Any live streams may be audio- and video-recorded by the Outlaws and/or Sponsors and shall be the sole and exclusive property of the Outlaws and/or Sponsors and may be used for promotional and advertising purposes without further permission or compensation.