

# **OFFICIAL RULES MISS USA AND MISS TEEN USA OPEN CASTING COMPETITION**

Updated: May 19, 2026

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## **CONSUMER DISCLOSURE**

THIS IS A BINDING CONTRACT. YOUR CONTINUED PARTICIPATION AS AN APPLICANT, ENTRANT, COMPETITOR, VOTER, SELECTED TITLEHOLDER, OR OTHER PARTICIPANT IN THE COMPETITION, IN ANY MANNER, SIGNIFIES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE RULES, THE TERMS OF USE, AND THE PRIVACY POLICY, IN WHATEVER FORM THEY MAY CURRENTLY EXIST. AS SUCH, PLEASE READ THIS AGREEMENT IN ITS ENTIRETY.

IF YOU ARE A PARENT OR LEGAL GUARDIAN SUBMITTING AN APPLICATION ON BEHALF OF AN APPLICANT WHO IS UNDER EIGHTEEN (18) YEARS OF AGE, YOUR SUBMISSION OF THAT APPLICATION AND YOUR CONTINUED PARTICIPATION IN THE COMPETITION SIGNIFY YOUR

ACCEPTANCE OF AND AGREEMENT TO THESE RULES, THE TERMS OF USE, AND THE PRIVACY POLICY ON YOUR OWN BEHALF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF THE MINOR APPLICANT. BY SUBMITTING AN APPLICATION ON BEHALF OF A MINOR APPLICANT, YOU REPRESENT AND WARRANT THAT YOU ARE THE MINOR APPLICANT'S PARENT OR LEGAL GUARDIAN AND THAT YOU HAVE AUTHORITY TO AUTHORIZE THE MINOR APPLICANT'S PARTICIPATION IN THE COMPETITION.

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, OR, IF APPLICABLE, THE PARTICIPATION OF A MINOR APPLICANT ENTERED BY YOU, IN THE COMPETITION 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 CALIFORNIA, AS FURTHER DESCRIBED IN THESE RULES.

## **COMPETITION ORGANIZER**

BDE MISS USA, LLC dba Miss USA (the "Operator"), a DELAWARE limited liability company, administers [opencasting.missusa.com](http://opencasting.missusa.com) (the "Website") and operates the Miss USA and Miss Teen USA Open Casting Competition described in these Rules (the "Competition"). Operator may be reached at 777 Brickell Avenue, Suite 500, Miami, FL 33131 or via email at [techsupport@missusa.com](mailto:techsupport@missusa.com)

## **IMPORTANT NOTICE**

AN APPLICATION FEE OF TWO HUNDRED NINETY FIVE DOLLARS (US \$295.00) IS REQUIRED TO SUBMIT AN APPLICATION TO THE COMPETITION. THE APPLICATION FEE IS THE SAME FOR THE MISS USA OPEN CASTING DIVISION AND THE MISS TEEN USA OPEN CASTING DIVISION. PAYMENT OF THE APPLICATION FEE DOES NOT GUARANTEE THAT AN APPLICATION WILL BE ACCEPTED, THAT AN APPLICANT WILL BE ADMITTED AS A COMPETITOR, THAT A COMPETITOR WILL ADVANCE THROUGH ANY PUBLIC VOTING ROUND, OR THAT A COMPETITOR WILL BE SELECTED AS AN OPEN CASTING TITLEHOLDER.

THE COMPETITION IS INTENDED TO OPERATE AS A SKILL- AND MERIT-BASED CASTING COMPETITION. PUBLIC VOTING WILL BE USED TO DETERMINE ADVANCEMENT DURING THE PRELIMINARY VOTING ROUNDS DESCRIBED IN THESE RULES. FINAL OPEN CASTING TITLEHOLDER SELECTIONS WILL BE MADE BY AN INDEPENDENT PANEL OF QUALIFIED JUDGES IN ACCORDANCE WITH THE JUDGING AND FINAL SELECTION PROCESS DESCRIBED IN THESE RULES. NO OPEN CASTING TITLEHOLDER WILL BE SELECTED BY RANDOM DRAWING.

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 additional votes in order to vote more than once per day during the Competition, where offered by Operator. Void where prohibited or otherwise restricted by applicable law. Vote purchases are limited to individuals who are eighteen (18) years of age or older.

By applying to, entering, participating in, or voting in this Competition, Applicants, Entrants, Competitors, Voters, Selected Titleholders, and, where applicable, parents or legal guardians acting on behalf of Minor

Applicants, 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. Eligible Applicants who timely complete the application and registration process during the application period and satisfy all requirements of these Rules may be admitted into the Competition as Competitors, subject to eligibility verification, application review, payment confirmation, fraud review, vote validation, and disqualification rights reserved by Operator under these Rules.

Public voting will determine which Competitors advance through the designated preliminary voting rounds, as described in these Rules. Following the conclusion of the public voting rounds, the final Open Casting titleholders will be selected by the Judges from among the eligible Competitors who advance to the judging phase, subject to final eligibility verification, titleholder acceptance, and completion of all required documentation. Any violation of these Rules or the Terms of Use may, at Operator's sole discretion, result in disqualification. All decisions of Operator, and all judging decisions where applicable, are final and binding in all respects.

ALL DATES AND TIMES SET FORTH IN THESE OFFICIAL RULES ARE APPROXIMATE UNLESS OTHERWISE EXPRESSLY STATED. OPERATOR RESERVES THE RIGHT TO EXTEND DEADLINES, ADJUST ROUND TRANSITION TIMES, AND CONDUCT ADMINISTRATIVE REVIEW, TABULATION, PAYMENT REVIEW, ELIGIBILITY REVIEW, AND VOTE VALIDATION AS REASONABLY NECESSARY FOR THE FAIR ADMINISTRATION OF THE COMPETITION.

## **COMPETITION STRUCTURE AND DIVISIONS**

The Competition will be administered as a single Open Casting competition consisting of two separate divisions:

1. the Miss USA Open Casting Division; and
2. the Miss Teen USA Open Casting Division.

Each Applicant may apply to and participate in only one (1) division of the Competition. Division placement will be determined based on the Applicant's birth year, eligibility information submitted during the application process, and any additional verification requested by Operator.

Subject to the eligibility requirements, verification procedures, acceptance requirements, and other terms set forth in these Rules:

- Applicants born during or before the calendar year 2007 will be considered for the Miss USA Open Casting Division; and
- Applicants born during the calendar years 2007, 2008, 2009, 2010, or 2011 will be considered for the

The Miss USA Open Casting Division and the Miss Teen USA Open Casting Division will be administered separately for purposes of public voting, round advancement, judging, and final Open Casting titleholder selection. Competitors in one division will not compete against, be ranked against, or advance in comparison to Competitors in the other division.

The Competition is intended to result in the selection of:

- eight (8) Miss USA Open Casting titleholders from the Miss USA Open Casting Division; and
- eight (8) Miss Teen USA Open Casting titleholders from the Miss Teen USA Open Casting Division,

for a total of sixteen (16) Open Casting titleholders, subject in all cases to final eligibility verification, titleholder acceptance, completion of all required documentation, and Operator's rights under these Rules

to disqualify, remove, replace, or decline to confirm any Applicant, Competitor, or potential titleholder who does not satisfy the requirements of these Rules.

Operator reserves the right to review, verify, and, where appropriate, correct division placement based on the Applicant's submitted information and supporting documentation.

## **WHO MAY PARTICIPATE**

The Competition is open only to Applicants who satisfy all eligibility requirements for the applicable Competition division, complete the application process in accordance with these Rules, and are not otherwise ineligible under these Rules. Void where prohibited or otherwise restricted by applicable law.

For purposes of these Rules:

- an "Applicant" is an individual seeking consideration for the Competition;
- an "Adult Applicant" is an Applicant who is eighteen (18) years of age or older at the time of application;
- a "Minor Applicant" is an Applicant who is under eighteen (18) years of age at the time of application;
- an "Entrant" means either:
  - an Adult Applicant submitting an application on their own behalf; or
  - the parent or legal guardian submitting an application on behalf of a Minor Applicant; and
- a "Competitor" is an eligible Applicant who is admitted by Operator into the public voting portion of the Competition, subject to ongoing eligibility review, verification, and disqualification rights reserved by Operator under these Rules.

### **Miss USA Open Casting Division Eligibility**

To be eligible for consideration in the Miss USA Open Casting Division, an Applicant must:

1. have been born during or before the calendar year 2007;
2. be a citizen of the United States and remain a citizen of the United States through the 2026 Miss USA national pageant if selected as an Open Casting titleholder;
3. have, or be eligible to apply for, a valid United States passport;
4. have never previously participated in a national Miss USA Pageant;
5. satisfy the Miss USA marital and parental eligibility requirements, including that the Applicant may be unmarried, married, previously married, widowed, divorced, or have had a marriage annulled, and may have given birth to a child, be pregnant, or be a parent; and
6. satisfy all other eligibility requirements, representations, certifications, and documentation requests set forth in these Rules or otherwise required by Operator in connection with the Competition.

### **Miss Teen USA Open Casting Division Eligibility**

To be eligible for consideration in the Miss Teen USA Open Casting Division, an Applicant must:

1. have been born during the calendar years 2007, 2008, 2009, 2010, or 2011;
2. h the 2026 Miss  
Teen USA national pageant if selected as an Open Casting titleholder;
3. have, or be eligible to apply for, a valid United States passport;
4. have never previously participated in a national Miss Teen USA Pageant;
5. have never been married, have never had a marriage annulled, have never given birth to a child, not be pregnant, and not be a parent; and
6. satisfy all other eligibility requirements, representations, certifications, and documentation requests set forth in these Rules or otherwise required by Operator in connection with the Competition.

### **Additional Open Casting Eligibility Requirements**

Applicants are not required to be a current or former resident of any specific state for which they may be considered through the Open Casting process. State title assignments, if any, will be determined by Operator and/or the Miss USA and Miss Teen USA organization in accordance with these Rules and applicable Competition procedures.

An Applicant may participate in the Open Casting Competition and may also qualify to participate in up to two (2) Miss USA or Miss Teen USA state pageants during the 2026 state pageant season, subject to all applicable state pageant eligibility requirements, Open Casting eligibility requirements, and any other rules or policies established by the relevant pageant organizations.

An Applicant is not eligible for this Competition if the Applicant has previously:

- represented a state at a national Miss USA Pageant;
- represented a state at a national Miss Teen USA Pageant; or
- represented a country at a Miss Universe Pageant;

provided, however, that an Applicant who previously competed at the national Miss Teen USA level may be eligible to apply in the Miss USA Open Casting Division if that Applicant otherwise satisfies all Miss USA Open Casting Division eligibility requirements and the Competition requirements established by Operator.

No Applicant may participate if the Applicant is currently employed by, or has ever previously worked for, the Miss Universe Organization, Miss USA Organization, Miss Teen USA Organization, or any of their respective parent companies, subsidiaries, or affiliates, as determined by Operator in its sole discretion.

If an Applicant is under eighteen (18) years of age at the time of application, the Applicant's parent or legal guardian must complete or authorize the application process on behalf of the Minor Applicant, confirm the Minor Applicant's eligibility, and agree to these Rules, the Terms of Use, the Privacy Policy, and any additional acknowledgments, authorizations, or documentation required by Operator. Operator reserves the right to request proof of age, date of birth, citizenship, passport eligibility, parentage, legal guardianship, marital status, parental status, prior pageant participation, employment history, or any other information reasonably necessary to verify eligibility and compliance with these Rules.

Officers, directors, employees, contractors, and agents of Operator, Operator's parent companies, any sponsors, prize providers, voting technology providers, judging service providers, or other entities materially involved in the development, administration, or execution of the Competition, along with their respective immediate family members, defined as spouse, parent, child, or sibling, and household members, are ineligible to apply, compete, vote, or be selected in the Competition where such participation would create a conflict of interest, as determined by Operator in its sole discretion.

Operator reserves the right, in its sole and absolute discretion, to determine whether any Applicant, Entrant, or Competitor satisfies the applicable eligibility requirements or should be deemed ineligible to apply, enter, continue participating, or be selected in the Competition, including due to false, inaccurate, incomplete, misleading, or non-compliant application information; failure to satisfy any eligibility requirement; failure to provide requested verification; or inability to fulfill any obligation required by Operator or these Rules.

BY SUBMITTING AN APPLICATION TO THE COMPETITION, EACH ENTRANT REPRESENTS AND WARRANTS THAT THE APPLICANT MEETS ALL APPLICABLE ELIGIBILITY REQUIREMENTS FOR THE SELECTED DIVISION, THAT ALL INFORMATION PROVIDED IN CONNECTION WITH THE APPLICATION IS TRUE, COMPLETE, AND ACCURATE, AND THAT THE ENTRANT HAS THE AUTHORITY TO SUBMIT THE APPLICATION AND GRANT THE RIGHTS DESCRIBED IN THESE RULES. APPLICATIONS OR COMPETITOR PROFILES THAT ARE INVALID, FALSE, DECEPTIVE, INCOMPLETE, OR NON-COMPLIANT MAY BE REJECTED, REMOVED, OR DISQUALIFIED, AND ANY ASSOCIATED VOTES MAY BE VOIDED, IN OPERATOR'S SOLE DISCRETION.

**NOTICE: YOU HAVE NOT BEEN SELECTED AS AN OPEN CASTING TITLEHOLDER BY APPLYING TO OR PARTICIPATING IN THE COMPETITION.**

## **APPLICATION FEE AND REGISTRATION**

To apply to the Competition, an Entrant must visit [opencasting.missusa.com](http://opencasting.missusa.com) and complete and submit the official application form during the Application Period described in these Rules. A non-waived application fee of two hundred ninety-five dollars (US \$295.00) is required to submit an application to the Competition. The application fee is the same for the Miss USA Open Casting Division and the Miss Teen USA Open Casting Division.

Payment of the application fee permits the Entrant to submit an application for consideration in the Competition. Payment of the application fee does not guarantee that:

Payment of the application fee permits the Entrant to submit an application for consideration in the Competition only and does not guarantee that the application will be deemed complete or compliant, that the Applicant will satisfy eligibility requirements or be admitted as a Competitor, that any Competitor will advance through a voting round or be reviewed or selected by the Judges, or that any Applicant or Competitor will be selected as an Open Casting titleholder.

An application will not be considered submitted unless and until Operator receives:

- (a) a completed application form containing all required information and acknowledgments;
- (b) all required application materials identified by Operator; and
- (c) successful confirmation of the required application fee payment through the payment process made available on the Website.

Each Applicant may submit only one (1) application to the Competition and may apply to only one (1) division. Duplicate applications, applications submitted for more than one division, or applications submitted using false, incomplete, misleading, or inconsistent identity or eligibility information may be rejected, removed, or disqualified in Operator's sole discretion.

An Adult Applicant may complete and submit an application on their own behalf. If the Applicant is under eighteen (18) years of age at the time of application, the application must be completed, authorized, and submitted by the Applicant's parent or legal guardian. The parent or legal guardian submitting an application on behalf of a Minor Applicant will be responsible for completing the application process, paying the application fee, confirming the Minor Applicant's eligibility, agreeing to these Rules, the Terms of Use, and the Privacy Policy, and providing any additional acknowledgments, consents, or documentation required by Operator.

Applications must be submitted during the Application Period. Operator is not obligated to accept, review, or process any application submitted after the applicable deadline, any application with incomplete information or missing materials, or any application for which the required application fee payment is declined, reversed, disputed, canceled, refunded, or otherwise not successfully completed or maintained.

If a payment is declined, canceled, reversed, disputed, charged back, or otherwise invalidated at any time, Operator may, in its sole discretion and subject to applicable law, treat the related application as incomplete, reject the application, remove the Applicant or Competitor from the Competition, void any associated advancement or voting status, or take such other action as Operator deems reasonably necessary to protect the integrity of the Competition.

All application fee refund matters will be governed by the Refund Policy section of these Rules and any additional payment terms disclosed at checkout.

Operator reserves the right to request additional information, documentation, or clarification from any Entrant, Applicant, or Competitor as reasonably necessary to confirm application completeness, eligibility, division placement, payment status, or compliance with these Rules. Failure to provide requested information or documentation within the time specified by Operator may result in rejection, removal, or disqualification.

## **ENTRY MATERIALS AND SUBMISSION CRITERIA**

Each Entrant must provide all information, certifications, acknowledgments, and materials required through the official Competition application process and any follow-up submission process made available by Operator. All information and materials submitted must be truthful, complete, accurate, and provided in accordance with the instructions, technical requirements, deadlines, and specifications communicated on the Website or otherwise by Operator.

To submit an application to the Competition, each Entrant must provide the information and materials requested in the official application flow, which may include, without limitation, the Applicant's full legal name, date of birth and/or other age-related information, required contact information, eligibility confirmations, a headshot or profile photograph, all required acknowledgments and consents, and payment of the required application fee. For a Minor Applicant, the Applicant's parent or legal guardian must provide any required parent or guardian information and complete all required authorizations and consents.

Operator may require Applicants, Entrants, and/or Competitors to provide additional profile information, supporting content, or submission materials after the initial application is submitted, including, without limitation, hometown or location information, social media handles, school or career details, recent pageant history, additional photographs, video submissions, eligibility verification documentation, or other materials reasonably necessary to administer the Competition, display Competitor profiles, or conduct final judging.

Some additional materials may be completed after an Applicant submits an application and may remain incomplete during the public voting rounds. However, in order to be eligible for final judging and Open Casting titleholder selection, a Competitor must complete all required submission materials by the deadline established by Operator. Failure to provide required materials by the applicable deadline may result in disqualification from final judging or titleholder selection, as determined by Operator in accordance with these Rules.

All submitted photographs, videos, written responses, and other materials must comply with Operator's instructions and may not be false, misleading, deceptive, obscene, defamatory, threatening, harassing, hateful, infringing, or otherwise inappropriate, as determined by Operator in its sole discretion. Entrants represent and warrant that they have all rights and authority necessary to submit the materials and grant the rights described in these Rules.

Operator may, but is not required to, request that an Entrant, Applicant, or Competitor resubmit, revise, clarify, or replace any application information or submitted material that Operator determines is incomplete, unclear, non-compliant, technically unusable, or otherwise unsuitable for administration of the Competition. Operator's decisions regarding the acceptance, rejection, revision, or disqualification of any application or submitted material are final and binding in all respects.

## **PUBLIC DISPLAY OF COMPETITOR PROFILES**

Submission of an application does not guarantee that an Applicant will be admitted into the public voting portion of the Competition or that the Applicant's name, likeness, image, biography, or other submitted materials will be displayed publicly.

If an Applicant is admitted by Operator into the Competition as a Competitor, Operator may create, publish, and display a public Competitor profile on the Website and/or other Competition-related digital interfaces during the public voting rounds and as otherwise reasonably necessary to administer the Competition.

A Competitor profile may include the Competitor's name or display name, division, approved photographs, approved biographical or profile information, approved video or other multimedia

submissions, and Competition-related voting, ranking, grouping, or advancement information, as determined by Operator.

By submitting an application, each Entrant acknowledges and agrees that, if the Applicant is admitted as a Competitor, the Competitor's approved profile information and Competition materials may be made publicly available in connection with the operation, administration, voting, promotion, and presentation of the Competition. Where the Applicant is a Minor Applicant, the parent or legal guardian submitting the application provides such acknowledgment and authorization on behalf of the Minor Applicant, to the extent permitted by law.

Operator reserves the right, in its sole discretion, to determine the format, layout, presentation, sequencing, grouping, and placement of Competitor profiles and related materials and to make reasonable technical or presentational adjustments to submitted materials as necessary to display, administer, or operate the Competition. Operator may also withhold, reject, remove, replace, or request resubmission of any material that Operator determines is incomplete, inaccurate, non-compliant, technically unusable, inappropriate, infringing, misleading, or otherwise inconsistent with these Rules, the Terms of Use, or the orderly administration of the Competition.

Operator does not guarantee that any particular submitted material will be displayed, that all Competitor profiles will be displayed in the same format or with identical information, or that any Competitor will receive any particular level of traffic, exposure, visibility, votes, or public engagement as a result of appearing on the Website.

## **VOTING**

COMPETITORS ARE NOT PERMITTED TO PURCHASE VOTES, OR CAST PAID VOTES, FOR THEMSELVES. COMPETITORS ARE ALSO PROHIBITED FROM USING A COMPETITOR'S FUNDS FOR THE PURCHASE OF VOTES CAST FOR THAT COMPETITOR, OR FOR CASTING PAID VOTES FOR THEMSELVES. COMPETITORS CAUGHT PURCHASING VOTES, USING THE COMPETITOR'S FUNDS, OR CASTING PAID VOTES FOR THEMSELVES MAY BE SUBJECT TO DISQUALIFICATION. THE USE OF A COMPETITOR'S PAYMENT METHOD(S), WHETHER PERSONAL, BUSINESS, OR OTHERWISE, OR FUNDS, TO PURCHASE VOTES TO CAST FOR THAT COMPETITOR IS PROHIBITED.

WHERE A MINOR COMPETITOR HAS BEEN ENTERED INTO THE COMPETITION BY A PARENT OR LEGAL GUARDIAN, THAT PARENT OR LEGAL GUARDIAN IS ALSO PROHIBITED FROM PURCHASING VOTES, CASTING PAID VOTES, OR USING THEIR FUNDS OR PAYMENT METHOD(S), WHETHER PERSONAL, BUSINESS, OR OTHERWISE, TO PURCHASE VOTES CAST FOR THAT MINOR COMPETITOR. ANY VIOLATION OF THIS PROHIBITION MAY SUBJECT THE MINOR COMPETITOR TO DISQUALIFICATION.

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

Voters may participate in voting as follows: (a) all Voters may receive one (1) free vote every twenty-four (24) hours, which may be cast for any Competitor of their choosing, after Operator verifies Voter eligibility via email address verification, payment method verification, or such other verification methods as accepted by Operator; and/or (b) Voters of eligible age may purchase additional votes for one (1) or more Competitors. Operator may, in its sole discretion, offer limited-time promotional voting opportunities during designated public voting rounds, including without limitation 2-for-1 vote promotions. The timing, availability, and terms of any such promotional voting opportunity will be posted on the Website. "Qualifying Votes" are those placed in accordance with these Rules and the Terms of Use, both of which can be found on the Website.

Public voting will determine which Competitors advance through the public voting rounds of the Competition, as described in the Competition Schedule section of these Rules. Final Open Casting

titleholder selections will be made by the Judges in accordance with the Judging and Final Selection Process section of these Rules.

Votes cast during the judging period may remain visible on the Website and may be considered only in the limited manner expressly described in these Rules, including as a tie-breaker in the event of a tie in the Judges' final ranking or selection process that affects the identification of one or more Open Casting titleholders. Such votes will not otherwise determine which Competitors are selected as Open Casting titleholders.

The advancing Competitor(s) from each public voting round of the Competition will be determined based upon the number of Qualifying Votes received, with those receiving the highest number of Qualifying Votes advancing from that public voting round, unless otherwise expressly provided in these Rules. 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 will be banned from voting. Operator reserves the right, at its sole discretion, to disqualify any Competitor suspected of encouraging, soliciting, or otherwise knowingly participating in such activity, or any other voting activity Operator deems unfair and/or in violation of these Rules and/or the Terms of Use. Operator further reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry or voting process or the operation of the Competition.

## COMPETITION SCHEDULE

All dates and times referenced in these Rules are in Eastern Time. Eligible Applicants may apply to the Competition during the application period set forth in these Rules. Upon the close of applications, Applicants admitted into the Competition as Competitors will be divided into groups within their respective divisions and will advance to the initial public voting round. Operator will divide Competitors into groups of approximately equal size, in its sole discretion, provided that group sizes may vary as reasonably necessary for the administration of the Competition. At the close of each public voting round, Operator may conduct a vote validation and tabulation period before confirming advancing Competitors and opening the next round. Unless otherwise expressly stated in these Rules, votes will reset at the beginning of each new public voting round. In the unlikely event that one or more Competitors receive an equal number of votes in any public voting round, Operator will determine the advancing Competitor based upon total Competitor profile views.

- **Applications** (begins May 19, 2026 at 9:00 p.m. Eastern Time and ends June 1, 2026 at 9:00 p.m. Eastern Time) – Eligible Applicants may apply to the Competition by completing the application process described in these Rules. No public voting occurs during this application period.
- **First Look** (opens June 2, 2026 at 12:00 a.m. Eastern Time and closes June 7, 2026 at 9:00 p.m. Eastern Time) – Public voting will open, and Competitors will compete within their assigned groups and divisions. The number of Competitors advancing from each group will be determined by Operator in its sole discretion based on the total number of eligible Competitors and overall Competition participation, and will be posted on the Website prior to the opening of this round.
- **The Callback** (opens June 8, 2026 at 12:00 a.m. Eastern Time and closes June 14, 2026 at 9:00 p.m. Eastern Time) – Votes will reset, and advancing Competitors will compete again within their assigned groups and divisions. The number of Competitors advancing from each group will be determined by Operator in its sole discretion based on the total number of eligible Competitors and overall Competition participation, and will be posted on the Website prior to the opening of this round.

- **The Final Cut** (opens June 15, 2026 at 12:00 a.m. Eastern Time and closes June 21, 2026 at 9:00 p.m. Eastern Time) – Votes will reset, and advancing Competitors will compete again within their assigned groups and divisions. The number of Competitors advancing from each group to the judging period will be determined by Operator in its sole discretion based on the total number of eligible Competitors and overall Competition participation, and will be posted on the Website prior to the opening of this round.
- **Judges' Selection** (begins June 22, 2026 at 12:00 a.m. Eastern Time and ends June 25, 2026 at 9:00 p.m. Eastern Time) – The remaining Competitors will be reviewed and ranked by the Judges in accordance with the Judging and Final Selection Process section of these Rules. Public voting may remain open during this period; however, votes cast during the Judging Period will not otherwise determine which Competitors are selected as Open Casting titleholders, except as expressly provided in these Rules as a tie-breaker.

## JUDGING AND FINAL SELECTION PROCESS

Operator may appoint one or more individuals to serve as judges for the Competition, collectively, the “Judges.” The identity, number, qualifications, selection, and replacement of any Judge shall be determined by Operator in its sole and absolute discretion.

During the Judges' Selection identified in the Competition Schedule, eligible Competitors advancing from The Final Cut will be reviewed and ranked by the Judges within their respective divisions. Only Competitors who satisfy the applicable qualification, submission, and eligibility requirements of these Rules will be eligible for final Open Casting titleholder selection.

The Judges will evaluate Competitors based on criteria established by Operator, which may include, without limitation, overall presentation, quality of submitted materials, brand alignment, originality, professionalism, audience appeal, and other factors reasonably related to the Competition and the Miss USA or Miss Teen USA titleholder opportunity.

Subject to final eligibility verification, titleholder acceptance, and completion of all required documentation, the Judges will select:

- **eight (8) Competitors** from the Miss USA Open Casting Division as Miss USA Open Casting titleholders; and
- **eight (8) Competitors** from the Miss Teen USA Open Casting Division as Miss Teen USA Open Casting titleholders.

Public voting may remain open during the Judging Period. Qualifying Votes cast during the Judging Period will not otherwise determine which Competitors are selected as Open Casting titleholders; however, in the event of a tie in the Judges' final ranking or selection process that affects the identification of one or more Open Casting titleholders, the tied Competitor with the greater number of Qualifying Votes received during the Judging Period will be ranked higher or selected, as applicable. If a tie still remains after application of the foregoing tie-breaker, Operator will determine the applicable ranking or selection based upon total Competitor profile views or such other neutral tie-breaking method as Operator may establish and apply uniformly.

All judging decisions, rankings, tie-break determinations, and all decisions of Operator relating to the judging and final selection process are final and binding in all respects and are not subject to challenge or appeal.

## ADVANCEMENT, WINNER NOTIFICATION, AND ACCEPTANCE

Advancing Competitors from each public voting round may be notified by email, telephone, text message, or other means reasonably calculated to provide notice. Operator may also post round results, advancement status, rankings, or related Competition updates on the Website or through other Competition interfaces.

Potential Open Casting titleholders selected through the Judging Period will be contacted privately by email, telephone, text message, or other means reasonably calculated to provide notice before any public announcement is made. Selection is subject to final eligibility verification, titleholder acceptance, and completion of all required documentation.

Each potential Open Casting titleholder will be required to confirm acceptance of the titleholder opportunity within forty-eight (48) hours of the delivery of selection notice, unless a different deadline is expressly provided by Operator in writing, and to satisfy the requirements described in the Winner Requirements and Consent section of these Rules. If a potential Open Casting titleholder cannot be contacted, fails to timely respond, fails or refuses to accept the titleholder opportunity, is found to be ineligible, or otherwise fails to comply with these Rules, Operator may disqualify that potential Open Casting titleholder and select an alternate in accordance with the Judging and Final Selection Process or such other procedures established by Operator.

## **TITLEHOLDER SELECTION AND OPPORTUNITY**

Subject to final eligibility verification, titleholder acceptance, and completion of all required documentation, the Competition is intended to result in the selection of:

- eight (8) Miss USA Open Casting titleholders; and
- eight (8) Miss Teen USA Open Casting titleholders.

Each confirmed Open Casting titleholder will be assigned one of the available state titles designated by the Miss USA or Miss Teen USA organization, as applicable, in Operator's sole discretion. Open Casting titleholders will not select, reserve, or be guaranteed any specific state title.

Selection as an Open Casting titleholder provides the selected individual with the opportunity to compete at the 2026 Miss USA national pageant or the 2026 Miss Teen USA national pageant, as applicable to the titleholder's division, subject to continued eligibility, compliance with all applicable pageant rules and requirements, execution of any required agreements, and fulfillment of all obligations communicated by Operator or the applicable pageant organization.

Selection as an Open Casting titleholder does not constitute employment, compensation, or a cash prize. No Open Casting titleholder will receive a cash payment or guaranteed financial award solely by virtue of being selected through the Competition.

Unless otherwise expressly confirmed in writing by Operator, Open Casting titleholders are responsible for all costs and obligations associated with preparing for and participating in the applicable national pageant, including, without limitation, travel, wardrobe, pageant preparation, and other personal expenses. Any titleholder benefits, support, materials, accommodations, meals, crown, sash, coronation opportunity, advisor referral, or other items or services, if offered, will be provided only as expressly communicated by Operator or the applicable pageant organization and may be subject to additional terms, limitations, and requirements.

Operator reserves the right to rescind, withhold, or decline to confirm any Open Casting titleholder selection if the selected individual fails to timely accept the titleholder opportunity, fails to complete required documentation, is determined to be ineligible, violates these Rules, or is otherwise unable or unwilling to satisfy the requirements of the applicable titleholder opportunity.

## **ANNOUNCEMENT RESTRICTIONS AND PUBLICITY**

Potential and confirmed Open Casting titleholders may not publicly disclose, post, publish, or otherwise reveal their selection unless and until expressly authorized to do so by the Miss USA or Miss Teen USA organization. Any unauthorized disclosure or announcement may result in disqualification, rescission of the titleholder selection, or such other action as Operator determines appropriate in its sole discretion.

Official announcements of confirmed Open Casting titleholders and the state titles they will represent will be made at the time, in the manner, and through the channels determined by Operator or the applicable Miss USA or Miss Teen USA organization, which may include official social media accounts, websites, press materials, and other promotional communications.

By accepting selection as an Open Casting titleholder, each confirmed titleholder consents to Operator's use of the titleholder's name, submitted headshot, likeness, approved biographical information, assigned state title, and other approved Competition materials for purposes reasonably related to announcing, promoting, administering, and publicizing the Open Casting results, the 2026 Miss USA or Miss Teen USA class, and the applicable national pageant, without additional compensation, except where prohibited by law.

Where a confirmed Open Casting titleholder is under eighteen (18) years of age, the parent or legal guardian must provide any additional publicity consent or authorization required by Operator.

## **STANDARDS OF CONDUCT**

FAILURE TO COMPLY WITH THESE RULES AND/OR THE TERMS OF USE MAY RESULT IN DISQUALIFICATION. Operator reserves the right, in its sole discretion, to take action against any individual participating in the Competition as an Applicant, Entrant, Competitor, Voter, potential Open Casting titleholder, confirmed Open Casting titleholder, or, where applicable, a parent or legal guardian of a Minor Applicant or Minor Competitor, including removal from the Competition or the voiding of votes, 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, deceptive, or non-compliant application information or Competition materials; (c) acting in any manner deemed by Operator to be harmful to the Competition, other Competitors, the Miss USA or Miss Teen USA organizations, or the integrity of the Open Casting process; (d) publicly disclosing a titleholder selection before authorization from the Miss USA or Miss Teen USA organization; or (e) 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 disqualify any individual found to be harming, tampering with, or undermining the application, entry, voting, judging, announcement, or selection process; the operation of the Competition; or otherwise in breach of these Rules and/or the Terms of Use. ANY ACTION BY AN APPLICANT, ENTRANT, COMPETITOR, VOTER, POTENTIAL OR CONFIRMED OPEN CASTING TITLEHOLDER, PARENT OR LEGAL GUARDIAN, OR ANY OTHER INDIVIDUAL THAT DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE COMPETITION 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.

## **WINNER REQUIREMENTS AND CONSENT**

Any potential Open Casting titleholder will be required to execute and return a confirmation agreement, eligibility verification materials, publicity and likeness consents, titleholder-related agreements, and any other documents reasonably required by Operator or the applicable Miss USA or Miss Teen USA organization. All required documents must be completed and returned within forty-eight (48) hours of the delivery of selection notice, unless a different deadline is expressly provided by Operator in writing.

If a potential Open Casting titleholder fails or refuses to timely execute and return all required documents, fails to provide requested eligibility verification, is determined to be ineligible, or otherwise fails to comply with these Rules, Operator may disqualify that potential Open Casting titleholder, rescind the titleholder selection, and select an alternate in accordance with these Rules.

Where a potential Open Casting titleholder is under eighteen (18) years of age, the titleholder's parent or legal guardian will be required to execute any documents, consents, acknowledgments, or agreements required by Operator on behalf of the Minor Applicant or Minor Competitor, to the extent permitted by law.

By accepting selection as an Open Casting titleholder, each confirmed titleholder agrees to comply with all applicable Miss USA or Miss Teen USA organization requirements, national pageant requirements, titleholder obligations, conduct standards, deadlines, and instructions communicated by Operator or the applicable pageant organization.

Operator is not responsible for any failure by any Applicant, Entrant, Competitor, potential Open Casting titleholder, confirmed Open Casting titleholder, or parent or legal guardian to receive or respond to communications, or to notify Operator of any change in contact information.

Each confirmed Open Casting titleholder agrees to conduct themselves in accordance with all applicable laws, these Rules, and generally accepted standards of conduct while participating in any Competition-related or titleholder-related activity. Operator reserves the right, in its sole discretion, to disqualify, remove, or rescind the selection of any confirmed Open Casting titleholder if Operator determines that the titleholder's conduct is disruptive, inappropriate, unlawful, harmful to the Competition or the Miss USA or Miss Teen USA organizations, or otherwise inconsistent with these Rules or applicable titleholder requirements.

## **WAIVER AND LIMITATIONS OF LIABILITY**

PARTICIPANTS, INCLUDING APPLICANTS, ENTRANTS, COMPETITORS, VOTERS, POTENTIAL OPEN CASTING TITLEHOLDERS, CONFIRMED OPEN CASTING TITLEHOLDERS, AND, WHERE APPLICABLE, PARENTS OR LEGAL GUARDIANS OF MINOR APPLICANTS OR MINOR COMPETITORS, AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPERATOR, ITS PARENT COMPANIES, AFFILIATES, SPONSORS, SERVICE PROVIDERS, PRODUCTION 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 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.

ALL PARTICIPANTS RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPETITION ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, WITH RESPECT TO, OR IN ANY WAY ARISING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THIS COMPETITION, THE SUBMISSION, PUBLICATION, DISPLAY, OR USE OF APPLICATION MATERIALS OR OTHER COMPETITION MATERIALS, THE USE OF PARTICIPANTS' NAMES, LIKENESSES, BIOGRAPHICAL INFORMATION, PHOTOGRAPHS, VIDEOS, OR OTHER SUBMITTED CONTENT AS AUTHORIZED BY THESE RULES, AND/OR THE ACCEPTANCE, USE, MISUSE, LOSS, OR MISDIRECTION OF ANY TITLEHOLDER SELECTION, TITLEHOLDER OPPORTUNITY, OR OTHER BENEFIT ASSOCIATED WITH THE COMPETITION, INCLUDING LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR MONETARY LOSS.

By participating in the Competition, Participants further agree to release and hold harmless the Competition Entities from and against any claim: (a) of ambiguity or error in the Competition, these Rules, the Terms of Use, or the Privacy Policy; (b) related to lost, late, incomplete, inaccurate, corrupted, delayed, or misdirected applications, materials, payments, entries, votes, or communications; (c) for injuries, damages, or losses of any kind resulting in whole or in part, directly or indirectly, from participation in the Competition, acceptance or use of any titleholder selection or titleholder opportunity, or participation in any Competition-related or titleholder-related activity; (d) for copyright infringement or violation of the right of publicity, right of privacy, or other rights based on use of submitted materials by Operator as authorized by these Rules; or (e) due to any error in the offering, administration, selection, notification, announcement, or confirmation of any Open Casting titleholder or titleholder opportunity.

PARTICIPANTS FURTHER AGREE THAT ALL DECISIONS OF OPERATOR SHALL BE FINAL AND CONCLUSIVE ON ALL MATTERS RELATING TO THE COMPETITION AND THAT THE COMPETITION ENTITIES ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE APPLICATION 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 THIS COMPETITION, INABILITY TO ACCESS THE WEBSITE OR ANY PAGES THEREOF, THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, APPLICATIONS, MATERIALS, ENTRIES, VOTES, OR OTHER COMPETITION 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 ENTERING INFORMATION, SUBMITTING MATERIALS, 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 APPLICANTS, ENTRANTS, COMPETITORS, VOTERS, PARENTS, LEGAL GUARDIANS, OR OTHER INDIVIDUALS, OFF-SITE VOTE INCENTIVES, MISLEADING OR DECEPTIVE PROMOTIONAL TACTICS, OR ANY OTHER BEHAVIORS CONSIDERED TO BE MISLEADING OR UNSPORTSMANLIKE.

## **DISPUTE RESOLUTION AND MANDATORY ARBITRATION**

You and Operator agree that any dispute or claim arising out of, or relating in any way to, the Competition, your participation in it, the participation of a Minor Applicant or Minor Competitor entered by you where applicable, 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 Applicants, Entrants, Competitors, Voters, potential Open Casting titleholders, confirmed Open Casting titleholders, parents or legal guardians, 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.

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 by videoconference. The arbitration shall be governed by the laws of the State of CALIFORNIA, 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. To the extent permitted by applicable law, the prevailing Party will be entitled to recover its attorneys' fees and arbitration fees and costs. 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.

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 Competition, any application period, any voting round, the Judging Period, or any other phase of the Competition 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, or other factors that may corrupt or affect the security, administration, fairness, integrity, or proper conduct of the Competition, and/or if the Competition is compromised or becomes technically corrupted in any way, electronically or otherwise, Operator reserves the right to cancel, terminate, suspend, and/or modify the Competition or any phase of the Competition, with or without prior notice.

Operator shall not in any way be responsible or liable for any such cancellation, termination, suspension, and/or modification of the Competition or any phase of the Competition. Further, if the Competition is terminated before the original end date, Operator reserves the right, in its sole discretion, to modify the procedure for determining advancement, conducting judging, or selecting Open Casting titleholders, unless the nature of the event giving rise to such termination renders it impossible to do so.

## **WITHDRAWAL AND REMOVAL**

By participating in the Competition as an Applicant, Entrant, Competitor, or Voter, you understand that a Competition withdrawal request or request for removal from the Competition can take up to seventy-two (72) hours to be processed. If a withdrawal or removal request is submitted while a public voting round is active, Operator may, in its discretion, defer removal of the Competitor or Competitor profile until the conclusion of the then-current voting round or such other time as Operator reasonably determines is necessary to protect the integrity and orderly administration of the Competition. During this processing period, the Competitor profile may remain active and visible, and votes may continue to be cast.

Applicants, Entrants, and Competitors acknowledge and agree that withdrawal from the Competition, voluntary removal from the Competition, or a request that an application or Competitor profile be removed does not, by itself, entitle the Applicant, Entrant, or Competitor to a refund of any application fee, except as may be expressly provided in the Refund Policy section of these Rules or required by applicable law.

Voters and Competitors both acknowledge and agree that no refunds will be given upon a Competitor's request for removal from the Competition. Operator does not encourage withdrawal or voluntary removal from the Competition, as this does a disservice to Voters. By voting, you understand and acknowledge that no refunds will be offered should a Competitor be eliminated, disqualified, or willingly withdraw from the Competition. Voters acknowledge that there are no exceptions to this policy, except as may be required by applicable law.

## **NO REFUND POLICY**

All candidate entry, registration, and application fees are final and non-refundable, except where required by applicable law or expressly authorized by Operator in writing. The application fee is paid in consideration for the opportunity to submit an application for review and possible participation in the Competition, and does not guarantee application acceptance, admission as a Competitor, advancement through any public voting round, review or selection by the Judges, or selection as an Open Casting titleholder.

All sales of fan votes, voting credits, voting packages, and other paid voting opportunities are final and non-refundable, except where required by applicable law or expressly authorized by Operator in writing. Due to the immediate, digital, and non-returnable nature of these transactions, Operator does not issue refunds, credits, or exchanges once a transaction has been successfully processed and the applicable voting opportunity has been made available or used.

Once a Vote is cast for a nominee, contestant, candidate, or Competitor, that Vote is recorded in the Competition voting system and cannot be retracted, canceled, transferred, reassigned, or applied to another participant by the Voter. No refunds will be provided for Votes that have been cast, regardless of the outcome of the Competition, the standing of a particular participant, or whether the participant 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 Competition results or the standing of a particular nominee, contestant, candidate, or Competitor;
- disqualification, withdrawal, removal, or ineligibility of a nominee, contestant, candidate, or Competitor;
- changes to Competition rules, timelines, rounds, or event structure made in accordance with these Rules;
- user error, including voting for the incorrect participant, purchasing or casting an unintended number of Votes, or submitting inaccurate information; or
- failure of an Applicant, Entrant, Competitor, or Voter to review or understand these Rules before completing a transaction.

In the rare event of a confirmed, reproducible system malfunction attributable to Operator that prevents the successful processing or recording of a candidate entry, registration fee, application fee, or paid voting transaction, Operator may, in its sole discretion and subject to applicable law, provide a digital credit, replacement voting opportunity, refund, or other remedy Operator determines appropriate under the circumstances. Operator may also issue a refund in the event of an accidental duplicate charge or where otherwise required by applicable law.

Users must report suspected payment or system errors to [techsupport@missusa.com](mailto:techsupport@missusa.com) (24) hours of the transaction and provide sufficient information to investigate the issue.

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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 Platform, remove or disqualify a participant 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 Platform; 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 Privacy Policy, constitute the complete and governing rules for your use of the Website and your participation as an Applicant, Entrant, Competitor, Voter, potential Open Casting titleholder, confirmed Open Casting titleholder, or, where applicable, a parent or legal guardian of a Minor Applicant or Minor Competitor, in the Competition. Nothing published or communicated elsewhere shall be construed as a modification of these Rules, the Terms of Use, or the Privacy Policy.

## **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 Competition, or to request the names of confirmed Open Casting titleholders, please contact Operator at [techsupport@missusa.com](mailto:techsupport@missusa.com)

## **THIRD-PARTY DISCLAIMER**

This Competition is not sponsored, endorsed, administered by, or otherwise associated with Facebook or Instagram in any manner.