

Official Rules for "2020 NBA Playoffs Game" Contest

SUMMARY: NBA Properties, Inc. ("NBAP") introduces the "2020 NBA Playoffs Game" ("Contest") contest that will give Prizes (as defined below) to users who submit entries according to the rules, the following official statement ("Official Rules").

REQUIREMENTS: All legal residents of Indonesia who are at least 21 years old are invited to participate in the Contest by sending all necessary information. All participants who enter the Contest in accordance with these Official Rules will be hereinafter referred to as "Participants".

The following people are not eligible to participate in the Contest: (1) Employees of NBAP, National Basketball Association ("NBA"), NBA Asia Limited, NBA Team Members, NBA Media Ventures, LLC and their respective affiliates (collectively referred to with "NBA Entity"), (2) immediate family members (for example, parents, spouse, children, siblings, grandparents, stepparents, stepchildren and stepbrothers) and family members of these employees, and (3) employees of their third-party suppliers including Havas Media, Studio1212, and all their relatives up to the second degree of consanguinity or affinity are disqualified from joining this promotion. This contest is subject to all applicable laws and regulations.

PRIZE

There will be a total of twenty six (26) Prize winners.

One (1) Grand Prize winner will win a trip to the United States, inclusive of the following:

- One (1) roundtrip, economy class airline tickets (Jakarta, Indonesia to the United States).
- One (1) ticket to a 2020 NBA Playoffs Game in the United States (TBD).
- The 2020 NBA Playoff Game in the United States ("Event") (date may change according to NBA policy at its own); provided the Winner will be asked to sign the Event release and release form before the Winner receives the Prize (including, but not limited to, Winner's participation in the Event).
- Hotel accommodation (one room, to be chosen by the Sponsor in their sole and absolute discretion) in the to be determined city in the United States of America (room and tax only, no fees) for three nights (any three-day period determined by NBAP) as accommodation for the Winner
- Daily Breakfast
- Spending money: \$300 USD
- The approximate retail value of this prize is \$3,500 USD.

Five (5) Prize winners will win an entry to an exclusive 2020 NBA Playoffs game viewing party with an influencer.

- Each prize has an approximate retail value of \$300 USD.

Ten (10) Prize winners will each win an NBA jersey.

- Each prize has an approximate retail value of \$100 USD.

Ten (10) Prize winners will each win an Annual NBA League Pass subscription.

- Each prize has a retail value of \$99.99 USD.

ENTRY

The contest starts February 01, 2020 at 12:01am and ends on April 15, 2020 at 11:59pm WIB ("Contest Period"). NBAP will issue an invitation via the Facebook page NBA Indonesia (<https://www.facebook.com/NBAIndonesia>) ("NBA Indonesia Facebook"), NBA Indonesia Twitter (@NBA_Indonesia) ("NBA Indonesia Twitter") and the Instagram page NBA Indonesia (@nbaindonesia)

("NBA Indonesia Instagram"), and collectively, "NBA Indonesia Social Accounts" (or other NBAP social media marketing campaign platforms) that invite eligible participants to enter:

- 1) Visit asia.nbacontest.com
- 2) Fill out all required information.
- 3) Successfully click the "Submit" button.

Entries must be accepted during the Contest Period to be counted.

All qualified participants should have a valid email address.

Each participant may use only one (1) email address for the promotion. Likewise, the participant must singly own the said email address.

Participants acknowledge that none of Facebook or Instagram are sponsors and are not affiliates of this Contest.

Contest is null and void if prohibited or restricted by law.

No purchase is required to participate in the Contest.

WINNER SELECTION:

The random draw for sixteen (16) prize winners ("Prize Winners") will take place on April 17, 2020 of all Entries that fulfill the requirements received during the Contest Period. An Entry chosen will qualify to win one (1) Prize. The odds of winning the Prize will depend on the total number of Entries that fulfill the conditions received during the Contest Period.

In the event of any error, more potential winners are chosen than those specified in these Official Rules, Sponsor has the right to hold a random draw among all potential claimants to give the correct prize amount.

WINNER NOTIFICATION. Winners will be notified via email between April 17, 2020 and April 22, 2020. Each Winner will be asked to sign and return the winner release form ("Release Form") within one (1) day of notification. If the designated NBAP (or person (s) cannot contact the Winner within one (1) day of the first attempted notification or, in the case of a Discharge Form being requested, if the recipient fails to return the Discharge Form within the specified time period or if written notice is returned because it was not sent, the Winner's right to get the Prize will be lost and NBAP is free to choose another Winner.

PROVISIONS ON PRIZES:

- All Prizes are not transferable and cannot be replaced and cannot be cashed.
- If a Prize is not available or cannot be provided, NBAP can replace the Prize with a prize of an equivalent value, in accordance with applicable legal provisions.
- All costs not specifically specified in this official regulation related to the claim, availability or ownership of any Prizes are the recipient's responsibility.
- The NBA Entity does not make statements about safety, conditions or other issues that may be present at the destination where the Event or other activities are held in connection with the implementation of the Contest.

- NBAP (or designated person (s)) has the right to verify the identities of the Participants and Winners, and to disqualify any Participant from participating in the Contest contrary to these Official Rules, or who damages the entry process. The failure of the NBAP (or appointed person (s)) to uphold their rights at any stage does not constitute a waiver of those rights. NBAP (or the person (s) appointed) reserves the right based on its own discretion to disqualify any individual where NBAP has reason to believe that the person has violated one of the Official Rules, or is involved in an act that violates or commits an inappropriate action which is considered to be dangerous to the fairness and appropriateness of the implementation of the Contest. The NBA entity has legal rights to recover damages or other compensation from the violator.
- Flights may be indirect and not all routings will be available, and flight itinerary will be determined by prize provider at their sole discretion.
- A credit card for incidentals (i.e., phone calls, room service, minibar usage, bar/restaurant bills) may be requested by the hotel at check in and therefore the winner must possess and travel with a valid credit card.
- Winner must be in possession of a valid passport and VISA for the duration of the trip. Winner is responsible for obtaining any other documentation required for travel to and entry to the prize package destination. Traveler will require a passport valid for at least six (6) months on date of travel; any necessary visas or insurance are the responsibility of the winner.
- The prize package inclusions are subject to availability, where any of the stated inclusions are unavailable, suitable alternatives of equal value may be offered. If Winner is unable to participate in any of the stated activities, then suitable alternatives of equal value may be offered. Alternative activities will be determined by the prize provider at their sole discretion.

ADDITIONAL TERMS AND CONDITIONS

1. **DISCLAIMER / WARRANTY:** Each Participant acknowledges and agrees that participation in the Contest and accepting any Prize (including, without limitation, participation in the Event) is at the Participant's own risk. Except where required by applicable laws and regulations, the NBA Entity does not guarantee any Prizes or other prizes offered as part of the Contest, including guarantees of quality, merchantability or the purpose of the Gifts or prizes. By posting and posting in return for participating in the Contest, each Participant agrees that he has no right to file (and is not supposed to submit) a lawsuit, action or legal process in any form or nature to the NBA Entity relating to or relating to the Contest, acceptance, mastery or use of Prizes or other prizes, or promotion or advertising of Contests, Prizes (including, not limited to, participation in events) or other prizes. Except for any liability that cannot be excluded by law, the NBA Entity excludes all liability for personal injury, death, damage, loss or destruction of property, the right to publicity or privacy, defamation or false imaging, whether direct, indirect, special or consequential, arising in any way from the Contest or acceptance or use of Prizes or other prizes, including but not limited to acts of neglect or negligence by any NBA Entity; any liability arising from any variation of the Prize; any tax obligations arising from Prize winners or other prizes; or redemption or use of the Prize or prize. Each Participant hereby agrees to guarantee and declare that the NBA Entity is not guilty of and against any and all lawsuits, reports or any legal actions and of any and all losses, obligations, costs and expenses related to or arising from violations or alleged violations of each of these Official Rules and guarantees, representations and agreements with Participants in these Official Rules.
2. **INTERNET:** The use of scripts, macros or automated equipment (or other equipment intended to automate or damage any part of the registration) to enter the Contest is prohibited and any registration through that method and any registration deemed inappropriate is null and void.

The NBA entity is not responsible for any delay, loss, incompleteness, disorder, damage, inaccuracy or failure Entries, questions, direct messages or entries, or for telephony, human, electronic or computer problems or service interruptions due to upgrading, repair, system modification or other causes, connection failure or failure, satellite, network, cable, Internet Service Provider (ISP), telephone, telephone line or system, internet traffic congestion, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human or other cause related to or in connection with the Contest, including, without limitation, errors that may arise in connection with the administration of the Contest, direct message processing, questions, answers, mention or entries, the announcement of Prizes, for any injury or damage to the computer or equipment Participants or other persons who are involved in or caused by participation in this Contest, or for typographical, typographical, human or other errors that have arisen in these Official Rules or other material related to the Contest. NBAP reserves the right, at its sole discretion, to cancel any entries or requests to follow from participants and disqualify those participants who NBAP believes have attempted to damage or disable the administration, security, justice or eligibility of this Contest and / or violate these Official Rules.

3. **CANCELLATION OF CONTEST:** If the Contest or delivery of any Prize or other prize cannot be carried out as reasonably anticipated for any reason beyond NBAP's reasonable control (or designation), including but not limited to vandalism, electricity problems, tempest, natural disaster, acts of God, civil unrest, strikes, war, acts of terrorism, NBAP is authorized to, to the extent permitted by law: disqualify any Participant; or subject to directives from authorized officials, to modify, suspend, terminate or cancel the Contest.
4. **APPLICABLE LAW; DISPUTE; SEPARATION; COMPOSITION:** All issues and questions regarding the composition, enforceability, interpretation and enforcement of this Official Rule, or the rights and obligations of any recipient of a Prize or other prize and / or NBA Entity, must be governed by, and interpreted under the Law of the State of New York, The United States of America, excluding its principle of choice of law. For the avoidance of doubt, the Indonesian Civil Code does not apply to this Official Regulation. Any claim arising from, relating to, or relating to this Official Rule, including questions regarding the existence, validity or termination, and any question as to whether a particular dispute can be settled through arbitration based on this, must be referred to and ultimately resolved by the arbitration that bind that is carried out by the International Court of Arbitration in accordance with the International Arbitration Rules (International Arbitration Rules) with three arbitrators appointed in accordance with these Regulations, with two co-arbitrators having 30 days from the appointment of the second arbitrator to nominate the chairman. The place of arbitration is in New York County, New York, and the language that will be used in the arbitration process is English. Arbitrators are obliged to give the winning party costs, including attorneys' fees, arising in connection with arbitration. Decisions on decisions can be filed in any court that has jurisdiction. The parties leave aside their right to appeal, review or take any other action in any form of authority with any judicial authority, so long as such can be legally made, in connection with any decision from the arbitrators, including interim or partial decisions, and including with respect to questions about law. Each Participant, as may be possible, hereby sets aside in such arbitration and in any Additional Legal Process (as defined below) any defense of not having personal jurisdiction or non-conveniens forum or other similar doctrine. The parties hereby agree to the jurisdiction of the courts located in New York County, New York, in connection with any legal process concerning or arising from such arbitration (including processes to enforce arbitration, delay litigation, issue temporary measures for protection including confiscation, confirm, acknowledge or enforce an arbitral award, or enforce a court decision issued on an arbitral award ("Additional Legal Process") and agree that the court is obliged to provide the winning party with costs, including attorneys' fees, arising in connection with the Additional Legal Process. Any invalidity or inability to enforce any provision of these Official Rules will not affect the validity and can be enforced from any other provisions. If the provision is determined to be invalid or otherwise cannot be enforced, this Official Regulation must be interpreted in accordance with the provisions as if the invalid or unenforceable provision

is not contained therein. These Official Rules are written in Indonesian and English. In the case of ambiguity in interpretation or difference between the two versions, the Indonesian version shall apply if the Official Rules are entered into an Indonesian Court in any court or dispute and the English version must apply to all other purposes, including but not limited to the inclusion of official regulations into any court, tribunal or other body outside Indonesia in any court or dispute.

5. **TAXATION:** Except as expressly provided for in these Official Rules, each Participant is responsible for all taxation that must be paid in connection with the Prize or other prizes received by the Participant.
6. **OFFICIAL RULES:** Appearance of Posts is deemed an acceptance of these Official Rules and any amendments thereof. Official Rules and Prizes are subject to change without prior notice.