

FAN FLIGHT CONTEST PRESENTED BY AIR CANADA

RULES & REGULATIONS

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

The "FAN FLIGHT CONTEST PRESENTED BY AIR CANADA" ("The Contest") is a contest which allows participants to enter for a chance to win one of the offered prizes, pursuant to these official rules (the "Official Rules"), which are available online at <https://nbacontest.com/fanflight> or <https://nbacontest.com/fanflightfr>. The sponsor of this contest is NBA Properties, Inc. (the "Sponsor") and can be contacted here: fanrelations@nba.com, 16 York Street, Suite 2510, Toronto, Ontario, M5J 0E6. By taking part in this Contest you accept and agree to be bound by these Official Rules and agree that all decisions of NBA Entities (as defined below) are final and binding. The Contest is subject to all applicable federal, provincial and local laws and regulations and is void where prohibited by law. These Official Rules apply only to this Contest and not to any other promotions, contests, or sweepstakes by NBA Entities.

CONTEST PERIOD:

The Contest begins on April 8, 2024 at 9:00AM ET and ends on April 16, 2024 at 11:59:59 PM ET (the "Contest Period").

ELIGIBILITY, RESIDENCY AND AGE:

The Contest is only open to legal residents of Canada, including Quebec, who are at least eighteen (18) years of age at the time of entry (each, an "Entrant") that are affiliated (parents of players on, or coach) with U14-U17 all girls youth basketball teams. Employees, officers and directors, and the household and immediate family members and/or those with whom such employees, officers and directors are domiciled, of NBA Properties, Inc., the National Basketball Association (the "NBA"), NBA member teams, NBA Media Ventures, LLC, prize suppliers, and advertising/promotion agencies and their respective parent companies, subsidiaries, affiliates (collectively, "NBA Entities") are not eligible to enter or win. For the purpose of these Official Rules, "household members" means those people who share the same residence and/or mailing address at least three months per year with one or more NBA Entities and "immediate family members" means any parent, spouse, sibling or child and their respective spouses. Sponsor reserves the right to verify the eligibility of the winner.

HOW TO ENTER:

During the Contest Period, visit <https://nbacontest.com/fanflight> or <https://nbacontest.com/fanflightfr> (the "Website") and fully complete and submit the Contest entry form to enter (the "Entry"). Entries must be fully completed with all of the required information and received by 11:59:59 PM ET on April 16, 2024, to be eligible.

Limit one (1) Entry per person and per email address during the Contest Period. Additional Entries received from any one person or email address thereafter will be void.

Entries by any means, which subvert the Entry process, will be void. Releasees (as defined below) are not responsible for lost, incomplete, illegible, late, misdirected, stolen, undelivered, damaged, garbled, or mutilated Entries; lost Entries or transmissions; any error, omission, interruption, defect or delay in transmission, interrupted or unavailable network, cable, satellite, Internet Service Provider (ISP), server or other connections; miscommunications, failed computer hardware or software or technical failures; garbled, misrouted or scrambled transmissions; incomplete Entries or communications; or other errors; printing, typographical or other errors appearing within these Official Rules, the Website, in any Contest-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, computer, electronic or otherwise relating to or in connection with the Contest, including, with limitation, errors or problems which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prizes, or the cancellation or postponement of any events or games. NBA Entities reserve the right, in their sole discretion, to void any and all Entries of an entrant who NBA Entities believe has attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. The use of automated or similar devices which subvert the Entry process, including but not limited to Entries submitted using any bot, macro, script, or contest service (or any other devices intended to automate any aspect of Entry) to enter this Contest is prohibited and Entries through such devices are void.

PRIZES:

There will be one (1) Prize Winner.

Grand Prize (1 Prize): One (1) winner will win each of the following items below, which have an approximate aggregate retail value of \$35,000 CAD.

- A once-in-a-lifetime experience for a girls' U14–17 basketball team consisting of up to fifteen (15) players and five (5) chaperons to attend the first-ever WNBA game in Canada, which includes:
 - Up to twenty (20) Air Canada® Economy class round-trip tickets onboard a flight operated by Air Canada® (including flights operated by Air Canada Rouge® or under the Air Canada Express® banner) from a Canadian airport nearest to the winning team to Edmonton International airport. Specific seat selection is in the sole discretion of Air Canada. Exact dates and times of flights will be determined by Air Canada, taking into account the date of the WNBA Canada Game. The winner will be responsible for ground transportation between their place of residence and their departure airport.
 - 3 (three) nights' accommodation in downtown Edmonton (to be chosen by the Sponsor in their sole and absolute discretion). A maximum of 10 (ten) rooms will be provided.
 - One (1) hour basketball clinic for a girls youth basketball team.
 - Up to twenty (20) tickets, one per person, to the WNBA Canada Game 2024 at Rogers Place. Tickets (row and seat) to be chosen by the Sponsor in their sole and absolute discretion.
 - Plus, some other supprises along the way!

Prize must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at NBA Entities' option. NBA Entities reserve the right, in their sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at NBA Entities' sole and absolute discretion, a cash award.

- By entering the Contest, each eligible participant acknowledges and agrees that the Contest is in no way administered by Air Canada, or any of its subsidiaries and affiliates, and that Sponsorship Partner is fully responsible for the conduct and administration of the Contest, including the selection of winners.
- The prize must be accepted as awarded and is subject to all the relevant terms and conditions applicable at the time of redemption, including Air Canada's general conditions of carriage publicly available at www.aircanada.ca/ca/en/aco/home/legal/conditions-carriage-tariffs.html and Air Canada Gift Card's Terms and Conditions publicly available at www.aircanada.com/ca/en/aco/home/book/payment-methods/air-canada-gift-cards.html.
- Prize winners and their travelling companion are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the prize originate and terminate there, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with entry, health, customs and immigrations regulations and requirements. Please consult the website of the Government of Canada for information about COVID-19 requirements: www.travel.gc.ca/travel-covid. These requirements are subject to change without notice.
- Travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program. The use of upgrade certificates is not permitted for flights nor e-Bids.
- No changes permitted to reservations once date of travel is confirmed and tickets have been issued.
- Prize winner understands and acknowledges and will ensure that their travelling companion understands and acknowledges the risks related to the spread of infectious or contagious diseases and understand it remains their responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19. Prize winner is aware and will ensure that their travelling companion is also aware of the Air Canada CleanCare+ Program and the then-applicable mandatory health and safety measures. For more information, please visit the Air Canada website.
- ®Air Canada and the Air Canada logo are registered trademarks of Air Canada, used by Sponsorship Partner under licensed authorization.
- By entering the Contest, each eligible participant further covenants and agrees to keep harmless and to release from liability Sponsor, Air Canada, its affiliates and each of their respective officers, directors, employees, agents, representatives, subcontractors and affiliates with respect to any claims or actions, losses, fines or legal costs which arise, directly or indirectly in connection with the Contest and the administration thereof, the prize and any related activity.

PRIZE DRAW:

Following the Contest Period, the Prize Winner will be selected from all Eligible Entries by a panel made of one (1) representative from the Sponsor and one (1) from the Prize Supplier, which will judge the answers to the Contest questions based on the following criteria; how compelling the Eligible Entrant's

answer is. Selection will be made within five (5) business days following the end of the Contest and Contest Provider's remote offices.

For clarity, the prize will be awarded to the selected entrant's nominee, not the selected entrant. A selected entrant must confirm that his/her/their nominee is available to participate in the prize. If selected, the nominee will be invited to be featured as the winning team and will be featured in content shared on the prize provider's digital and social channels (i.e. Facebook, Instagram, Website, etc). Participants in this promotion agree to be bound by these Official Rules and agree that the Contest Sponsors and the NBA Parties and their designees and assigns may use the participants name, voice, city/province of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter without further compensation (financial or otherwise), permission or notification.

WINNER NOTIFICATION AND SELECTION:

The selected entrants for the Prizes will be contacted via email or by telephone by a representative of the NBA Entities by April 22, 2024. If the potential winner cannot be reached OR in the event a potential winner does not accept the prize or fails to comply with these rules and requirements within one (1) business day of being contacted by email or phone, the Prize will be forfeited. Upon prize forfeiture, no compensation will be given and the NBA Entities will have sole discretion to randomly select another potential winner.

Before being declared a Prize winner, the selected entrant will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question and will also be required to sign, and in the event of a minor, have his/her parent or legal guardian sign on his/her behalf, a Declaration and Release Form (the "Release Form") stating that he/she has read, understood and complied with these Official Rules (including the eligibility requirements); grants all consents required as contemplated in these Official Rules; authorizes NBA Entities and their designees and assigns to use the winner's name, voice, city/province of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification; and releases the Releasees and the supplier and/or provider of prizes from any and all liability of any kind arising out of the winner's participation in this Contest and receipt and use of the Prize. If the selected entrant fails to correctly answer the mathematical skill-testing question, fails to execute and return the Release Form within the required time period of one (1) business day, is otherwise not in compliance with the Official Rules, or is unable or unwilling to comply with these Official Rules, the selected entrant will be deemed ineligible and will forfeit his/her Prize. A new potential winner will then be selected from all remaining eligible Entries in accordance with these Official Rules.

All decisions of the NBA Entities with respect to any aspect of this Contest, including without limitation, the eligibility of Entries, are final and binding on all entrants in all matters as they relate to this Contest.

INDEMNIFICATION AND LIMITATION OF LIABILITY:

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE RELEASEES FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRANT'S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE OF

ANY PRIZE THAT MAY BE WON. THE NBA ENTITIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE.

THE RELEASEES SHALL HAVE NO LIABILITY WHATSOEVER IN RELATION TO THIS CONTEST AND WILL BE RELEASED AND HELD HARMLESS FROM ANY CLAIM, ACTION, LIABILITY, LOSS, INJURY OR DAMAGE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH TO WINNER OR ANY THIRD PARTY OR DAMAGE TO PERSONAL OR REAL PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY ANY REASON, INCLUDING THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE AND/OR PARTICIPATION IN THIS CONTEST.

IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THESE OFFICIAL RULES OR OTHERWISE ON SPONSOR'S WEBSITE(S), INCLUDING THE CONTEST WEBSITE, SPONSOR ASSUMES ABSOLUTELY NO RESPONSIBILITY OR LIABILITY FOR (A) ANY INCORRECT OR INACCURATE ENTRY INFORMATION, OR FOR ANY FAULTY OR FAILED ELECTRONIC DATA TRANSMISSIONS; (B) ANY UNAUTHORIZED ACCESS TO, OR THEFT, DESTRUCTION OR ALTERATION OF ENTRIES AT ANY POINT IN THE OPERATION OF THIS CONTEST/SWEEPSTAKES; (C) ANY TECHNICAL MALFUNCTION, FAILURE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR COMMUNICATIONS LINE FAILURE, REGARDLESS OF CAUSE, WITH REGARD TO ANY EQUIPMENT, SYSTEMS, NETWORKS, LINES, SATELLITES, SERVERS, CAMERA, COMPUTERS OR PROVIDERS UTILIZED IN ANY ASPECT OF THE OPERATION OF THE CONTEST; (D) INACCESSIBILITY OR UNAVAILABILITY OF ANY NETWORK OR WIRELESS SERVICE, THE INTERNET OR WEBSITE OR ANY COMBINATION THEREOF; (E) SUSPENDED OR DISCONTINUED INTERNET, WIRELESS OR LANDLINE PHONE SERVICE; (F) ANY INJURY OR DAMAGE TO PARTICIPANT'S OR TO ANY OTHER PERSON'S COMPUTER OR MOBILE DEVICE WHICH MAY BE RELATED TO OR RESULTING FROM ANY ATTEMPT TO PARTICIPATE IN THE CONTEST OR DOWNLOAD OF ANY MATERIALS IN THE CONTEST (IF ANY); AND (G) ANY LOSSES WHATSOEVER, FINANCIAL OR OTHERWISE, SUFFERED BY ANY PERSON OR ENTITY IN CONNECTION WITH THE CONTEST AND THESE OFFICIAL RULES.

GENERAL CONDITIONS:

The Releasees are not responsible for lost, incomplete, illegible, misdirected, garbled, stolen, or mutilated Entries or Release Form.

Entrants in this Contest agree to be bound by these Official Rules and agree that the NBA Entities and their designees and assigns may use the entrant's name, voice, city/province of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.

NBA Entities reserve the right to withdraw, amend or suspend this Contest or to amend these Official Rules, in any way, in the event of an error, technical problem, tampering, unauthorized intervention, fraud, or any other cause beyond the reasonable control of the NBA Entities that interferes with the proper conduct of this Contest as contemplated by these Official Rules. Any attempt to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, NBA Entities reserve the right to seek remedies and damages to the fullest extent permitted by law. NBA Entities reserve the right to cancel, amend or suspend this Contest, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest Entry form, the Website, point of sale, television, radio, print and/or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

PERSONAL INFORMATION PRIVACY:

Personal information of Contest participants will (i) be held by NBA Properties Inc. 3-100 Plaza Drive, Secaucus, New Jersey, USA 07094; (ii) be used for, and accessible only to employees directly involved in the Contest, internal analysis by NBA Entities and its affiliates, agents and advertising and promotional agencies; and, (iii) not be disclosed to other third parties. For more information please visit our Privacy Policy at http://www.nba.com/news/privacy_policy.html.

By entering the Contest, eligible participants consent to the collection, use and storage of the personal information submitted with their entry by the Contest Sponsor, Air Canada, media partners, advertising and promotional agencies, only for the purposes of administering the Contest, choosing the winners and awarding the prizes, all in accordance with the Sponsor's and Air Canada's Privacy Policies publicly available at:

- http://www.nba.com/news/privacy_policy.html
- <https://www.aircanada.com/ca/en/aco/home/legal/privacy-policy.html#/>

Eligible participants furthermore acknowledge that they have obtained the consent of any individual whose personal information was submitted with their entry for the collection, use and disclosure described above. Sponsor will retain the personal information according to applicable laws.

INTELLECTUAL PROPERTY:

All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations that appear on the Sponsor's websites and other sites in connection with this Contest, are owned or controlled by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

ACCEPTANCE OF OFFICIAL RULES:

By entering this Contest, Entrants and participants automatically agree to accept and abide by these Official Rules. All decisions of the Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of any Entries, are final and binding on all Entrants in all matters as they relate to this Contest. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest related materials, including but not limited to the Entry form, or point of sale, television, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

JURISDICTION OF LAWS:

This Contest and Official Rules are subject to all applicable federal, provincial and municipal laws and regulations.

