

Official Rules for "NBA Gear Up For The Playoffs" Promo

SUMMARY: NBA Properties, Inc. ("NBAP") introduces the "NBA Gear Up For The Playoffs" ("Promo") Promo that will give Prizes (as defined below) to users who submit entries according to the rules, the following official statement ("Official Rules").

PROMO SUMMARY	
Coverage	All legal residents of the Philippines who are at least 18 years old Promo starts on August 3, 2020 (12:01am) until November 15, 2020 (11:59pm)
Deadline of Entries	November 15, 2020 (11:59pm)
Raffle Draw Schedule	3 Random Draws with five (5) winners on each draw: September 15 – First Draw October 15 – Second Draw November 15 – Third Draw
Prizes	One (1) \$500 NBAstore.ph voucher

REQUIREMENTS: All legal residents of the Philippines who are at least 18 years old are invited to participate in the Promo by sending all necessary information. All participants who enter the Promo in accordance with these Official Rules will be hereinafter referred to as "Participants".

The following people are not eligible to participate in the Promo: (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, Ogilvy & Mather, Publicis Jimenez Basic, and all their relatives up to the second degree of consanguinity or affinity are disqualified from joining this promotion. This Promo is subject to all applicable laws and regulations.

PRIZES

There will be a total of fifteen (15) Prize winners. Each winner will receive one (1) \$500 RRP NBAstore.ph voucher.

- The total value of prizes is \$7,500.00 USD.

ENTRY

The Promo starts August 07, 2020 at 12:01am and ends on November 15 at 11:59pm PHT ("Promo Period"). NBAP will issue an invitation via Email or the Facebook page NBA Philippines (<https://www.facebook.com/NBAPhilippines/>) ("NBA Philippines Facebook") or NBA Philippines Twitter (@NBA_Philippines) ("NBA Philippines Twitter" and together with NBA Philippines Facebook, "NBA Philippines Social Accounts") (or other NBAP social media marketing campaign platforms) that invite eligible participants to enter:

- 1) Visit asia.nbaPromo.com/shoppingspree
- 2) Fill out all required information (First Name, Last Name, Address, Email Address, Phone Number, and Date of Birth).
- 3) Successfully click the "Submit" button.

2 groups will be eligible for 10 automatic entries during the Promo period

1. Active League Pass annual and monthly holders

2. Purchasers of items over \$1000 PHP at NBAstore.ph

We will contact league pass holders via email before July 31 and advise them that if they have an active subscription at the time of the draw then they will automatically receive 10 entries. for the draws on September 15, October 15 and November 15. No extra action is needed.

Purchasers of items over \$1000 PHP at the nbastore will be notified of their entries as part of the checkout process.

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

All qualified participants should have a valid email address.

Each participant may use up to a maximum of one (1) email address; one (1) League Pass subscription and 1 NBAstore purchase for the promotion. Likewise, the participant must singly own said email address, subscription of purchase.

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

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

No purchase is required to participate in the Promo.

WINNER SELECTION:

Three (3) random draws will take place during the competition period with five (5) prize winners ("Prize Winners") being drawn each time. The first draw will take place on September 15, 2020 of all Entries that fulfill the requirements received up to the point in the Promo. The second draw will take place on October 15 2020 with all non-winning entries from the previous period in addition to any new entries during the subsequent period going into the draw. The third and final draw will take place on November 15, 2020 with 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 Promo Period.

WINNER NOTIFICATION. Winners will be notified via email and registered mail between October 21, 2020 and October 31, 2020. Each Winner will be asked to sign and return the winner release form ("Release Form") within sixty (60) days from email or mail receipt. Should the winner fail to submit the form within the given period, the winner shall forfeit the prize subject to prior approval of the Department of Trade and Industry (DTI). After the allotted time within which the winner is required to submit the Release Form and he/she fails to do so, a request for forfeiture of prize will be submitted to the DTI for approval.

PROVISIONS ON PRIZES:

- All Prizes are transferable, but cannot be replaced and cannot be cashed.
- 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 Promo.
- 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 Promo 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 proof any individual where NBAP has proven 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 Promo. The NBA entity has legal rights to recover damages or other compensation from the violator.

- Winners will be responsible to pay any applicable taxes on prizes and winnings.

ADDITIONAL TERMS AND CONDITIONS

1. **DISCLAIMER / WARRANTY:** Each Participant acknowledges and agrees that participation in the Promo 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 Promo, including guarantees of quality, merchantability or the purpose of the Gifts or prizes. By posting and posting in return for participating in the Promo, 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 Promo, acceptance, mastery or use of Prizes or other prizes, or promotion or advertising of Promos, 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 Promo 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. Any manner of action, cause of action, claims and demands, whatsoever in law or in equity which a Participant may have relating to the Promo may be filed against the Philippine promoter.

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 Promo 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 Promo, including, without limitation, errors that may arise in connection with the administration of the Promo, 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 Promo, or for typographical, typographical, human or other errors that have arisen in these Official Rules or other material related to the Promo. NBAP reserves the right to cancel any entries or requests to follow from participants and disqualify those participants who NBAP has proven to have attempted to damage or disable the administration, security, justice or eligibility of this Promo and / or violate these Official Rules.

3. **CANCELLATION OF PROMO:** If acts of God prevent the Promo or delivery of any Prize or other prize from occurring, 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 Promo.

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 Philippine Law. 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.
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.