

## NBA PRESEASON SWEEPSTAKES IN CONNECTION WITH SUBWAY

### 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 “NBA PRESEASON SWEEPSTAKES IN CONNECTION WITH SUBWAY” (the “Promotion”) is a sweepstakes 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/preseason> or <https://nbacontest.com/preseasonfr>. The sponsor and administrator of this Promotion is NBA Properties, Inc. (the “Sponsor”) and can be contacted here: [fanrelations@nba.com](mailto:fanrelations@nba.com), 16 York Street, Suite 2510, Toronto, Ontario, M5J 0E6. Any questions, comments or complaints regarding the Promotion shall be directed to the Sponsor - Subway Franchisee Canadian Advertising Trust, located at, 1200 Waterfront Centre 200 Burrard St., P.O. Box 48600 Vancouver, BC V7X 1T2 Canada, who acts solely as a prize provider in the context of this Promotion (the “Prize Provider”). By taking part in this Promotion, you accept and agree to be bound by these Official Rules and agree that all decisions of the Sponsor are final and binding. The Promotion 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 Promotion and not to any other promotions, contests, or sweepstakes by NBA Entities or Subway Entities (as defined below).

#### PROMOTION PERIOD:

The Promotion begins on August 29, 2024 at 9:00AM ET and ends on September 15, 2024 at 11:59:59 PM ET (the “Promotion Period”).

#### ELIGIBILITY, RESIDENCY AND AGE:

The Promotion is only open to legal residents of Canada, who have reached the age of majority in their province or territory of residence at the time of entry (each, an “Entrant”). 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, and NBA Media Ventures, LLC (collectively, “NBA Entities”), Subway Franchisee Canadian Advertising Trust, Subway® Restaurants, Subway® franchisees, Doctor’s Associates LLC, Franchise World Headquarters, LLC (“FWH”), Subway IP LLC (“SIP”), (collectively, “Subway Entities”), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Sweepstakes 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 Sweepstakes 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 Prize Winners (as defined below).

#### HOW TO ENTER:

During the Promotion Period, visit <https://nbacontest.com/preseason> or <https://nbacontest.com/preseasonfr> (the “Website”) and fully complete and submit the Promotion 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 September 15, 2024, to be eligible. The determinant of time for this Promotion will be the computer servers of the Sponsor.

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

Entries which by any means 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 Promotion-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 Promotion, including, with limitation, errors or problems which may occur in connection with the administration of the Promotion, the processing of Entries, the announcement of the prizes, or the cancellation or postponement of any events or games. Sponsor reserves the right, in its sole discretion, to void any and all Entries of an Entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Promotion. 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 Promotion is prohibited and Entries through such devices are void.

#### **PRIZES:**

There will be a total of (4) Prizes.

**Grand Prize (1 Prize):** One (1) selected Entrant will win each of the following items below, which have an approximate aggregate retail value of \$3,500 CAD:

- Round-trip economy class air transportation for Prize Winner and one (1) guest from the international Canadian airport nearest the Prize Winner's residence (selected at the discretion of the Sponsor) (the "Departure Point") to Montreal, Quebec ("the Destination"). This portion of the Prize is only applicable if Prize Winner's home is located more than 150km away from the Bell Centre in Montreal, Quebec;
- Two (2) courtside tickets to watch the NBA Canada Series game at the Bell Centre in Montreal, Quebec on October 6, 2024 featuring the Washington Wizards and Toronto Raptors (Tickets, row, seat and section, to be chosen by the NBA in their sole and absolute discretion);
- Hotel accommodations: Based on standard room, in the Destination city, two (2) nights hotel accommodation for two (2) people (based on standard room, double occupancy, selected by the Sponsor in their sole and absolute discretion);
- \$500 CAD Prepaid gift card (subject to the terms and conditions of the issuer).

All expenses not mentioned above are the responsibility of the Prize Winner and their guest, and are not included in the Grand Prize. These exclusions include, but are not limited to, local taxes, expenses related to travel documents (if any), ground transportation (to and from the game venue, hotel and airport, if applicable), meals, on-site expenses, out-of-pocket expenses, incidental and

other personal expenses (including gratuities, tips, merchandise, telephone, Internet, pay per view and game fees, personal insurance, activities, excursions and personal expenses of any nature for overnight layovers). Prize Winner and their guest are solely responsible to obtain any required travel document and insurance.

The approximate aggregate retail value will vary based on the distance between the Prize Winner's place of residence, whether airfare is required and the ticket prices at the time of purchase. The Prize Winner cannot claim any difference between the stated approximate aggregate retail value and the actual value at the time the Prize is granted.

The Releasees cannot be held liable in case of delay, postponement or cancellation of the games or any mode of transportation, or if the Prize Winner and their guest cannot attend the games or miss their flight for any reason. Prize Winner and their guest will not be entitled to compensation in any form. Tickets may be subject to standard rain-check policies and procedures set by the issuer. The Prize Winner and their guest agree that event admission is awarded pursuant to a revocable, nontransferable license that is personal to them and their guest, and subject to compliance with terms and rules of the event and site.

**Secondary Prizes (3 Prizes):** Three (3) selected Entrants will win one (1) of the following items below, which each have an approximate value of \$250 CAD, for an approximate aggregate retail value of \$750 CAD:

- One (1) of three (3) \$250 CAD Subway gift cards (the "**Secondary Prize**").

Subway® Gift Cards are issued by Value Pay Services, LLC ("VPS"). Use of a Subway® Card is subject to and constitutes acceptance of the Subway® Card Terms and Conditions, as well as VPS' Privacy Policy and Site Terms of Use, all of which may be viewed at <https://www.subway.com/en-us/legal/cardtermsofuse>. Each Prize Winner of a Subway® Card should carefully read the Subway® Card Terms and Conditions, as well as VPS' Privacy Policy and Site Terms of Use. Each Prize Winner of a Subway® Card should also safeguard the Subway® Card as he/she would any other valuable item. Each Subway® Card will be voided if it is used without permission, altered, or defaced. The physical Subway® Card is usable up to its balance only to purchase goods or services at participating Subway® restaurants in the U.S. and Canada, at Exchange-operated restaurants overseas, online at [www.subway.com](http://www.subway.com), or through the Subway® App.

Prizes 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. All federal, provincial, local tax liabilities and any applicable fees associated with accepting a Prize or participation in this Promotion are the sole responsibility of the respective Prize Winners.

#### **PRIZE DRAW:**

A random draw for the four (4) Prize winners (the "Prize Winners") will take place on Monday, September 16, 2024 at 10:00AM ET in Toronto, Ontario from all eligible Entries received during the Promotion Period. An Entry selected will be eligible to win one (1) Prize. The first Entry selected will be the potential winner of the Grand Prize. The following three (3) Entries selected will be the potential winners of the Secondary Prizes. The odds of winning a Prize will depend on the total number of eligible Entries received during the Promotion Period.

In the event of any error of any kind whatsoever, more potential winners are selected than specified in these Official Rules, the Sponsor reserves the right to hold a random draw amongst all potential prize claimants to award the correct number of Prizes.

#### **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 Monday, September 16, 2024. If the potential winner cannot be reached OR in the event a potential winner does not accept a Prize or fails to comply with these rules and requirements within two (2) business days of being contacted by email or phone, the Prize will be forfeited. Upon Prize forfeiture, no compensation will be given and the Sponsor 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, a Declaration and Release Form for themselves and their guest (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, Subway Entities and their designees and assigns to use the Prize 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 Prize Provider from any and all liability of any kind arising out of the Prize Winner's participation in this Promotion 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 two (2) business days, 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 Prize Winner will then be selected from all remaining eligible Entries in accordance with these Official Rules.

All decisions of the Sponsor with respect to any aspect of this Promotion, including without limitation, the eligibility of Entries, are final and binding on all Entrants in all matters as they relate to this Promotion, subject to, in Québec, any ruling by the *Régie des alcools, des courses et des jeux du Québec* on any issue under its jurisdiction.

#### **INDEMNIFICATION AND LIMITATION OF LIABILITY:**

BY ENTERING THE PROMOTION, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE NBA ENTITIES, , THE SUBWAY ENTITIES AND EACH OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, ADVERTISING AND PROMOTION AGENCIES, AND SUPPLIERS OF MATERIALS OR SERVICES RELATED TO THE PROMOTION (INCLUDING RETAILERS, FULFILLMENT AND MARKETING AGENCIES), WEBSITE PROVIDERS AND EACH THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, REPRESENTATIVES, DESIGNEES AND AGENTS ("THE RELEASEES") FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRANT'S PARTICIPATION IN THE PROMOTION AND THE ACCEPTANCE OF ANY PRIZE THAT MAY BE WON. THE RELEASEES 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 PROMOTION AND WILL BE RELEASED AND HELD HARMLESS FROM ANY CLAIM, ACTION, LIABILITY, LOSS, INJURY OR DAMAGE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH TO PRIZE 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 PROMOTION.

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 PROMOTION; (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 PROMOTION; (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 ENTRANT'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 PROMOTION OR DOWNLOAD OF ANY MATERIALS IN THE PROMOTION (IF ANY); AND (G) ANY LOSSES WHATSOEVER, FINANCIAL OR OTHERWISE, SUFFERED BY ANY PERSON OR ENTITY IN CONNECTION WITH THE PROMOTION 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 Promotion agree to be bound by these Official Rules and agree that the NBA Entities, the Subway 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.

Sponsor reserves the right to withdraw, amend or suspend this Promotion 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 Sponsor that interferes with the proper conduct of this Promotion as contemplated by these Official Rules. Any attempt to undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. Sponsor reserves the right to cancel, amend or suspend this Promotion, 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, subject to, in Québec, the approval of the *Régie des alcools, des courses et des jeux du Québec*, if required.

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 Promotion-related materials, including, but

not limited to: the Promotion 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 Entrants 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 Promotion, 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 Sponsor's Privacy Policy at [http://www.nba.com/news/privacy\\_policy.html](http://www.nba.com/news/privacy_policy.html).

By entering this Promotion, each Entrant consents to the NBA Entities and their agent's collection, use and disclosure of Entry information for the purposes of administering this Promotion.

Any inquiry concerning the personal information held by the Sponsor should be addressed to the Sponsor at 16 York Street, Suite 2510, Toronto, Ontario, M5J 0E6, to the attention of NBA Canada.

**INTELLECTUAL PROPERTY:**

All intellectual property, including but not limited to trademarks, 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 Promotion, are owned or controlled by the Sponsor and/or its affiliates or SIP. 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 Promotion, Entrants automatically agree to accept and abide by these Official Rules. All decisions of the Sponsor regarding any aspect of this Contest, including, without limitation, the eligibility of any entry, are final and binding on all entrants in all matters related to this Contest. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and any 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.

**OFFICIAL RULES AND WINNERS LIST:**

Entrants may obtain a copy of the Official Rules or Prize Winners list, by sending a self-addressed stamped envelope to 16 York Street, Suite 2510, Toronto, Ontario, M5J 0E6 – please specify "Official Rules" or "Winners List". All requests must be received within six (6) months after the end of the Promotion Period.

**APPLICABLE LAWS:**

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

In Québec, any dispute concerning the organization or conduct of a promotional contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute concerning the

awarding of a prize may be submitted to the Régie for the sole purpose of helping the parties settle the dispute.

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