# **NBA x PROLINE+ SWEEPSTAKES**

# **RULES & REGULATIONS**

## OFFICIAL RULES

# NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. MUST BE 19 YEARS OF AGE AND ONTARIO RESIDENT TO ENTER.

The "NBA x PROLINE+ SWEEPSTAKES" ("**The Contest**") is a contest which allows participants to enter for a chance to win one of the offered Prizes (as defined below), pursuant to these official rules (the "**Official Rules**"), which are available online at https://nbacontest.com/playoffs. The sponsors of this contest are Ontario Lottery and Gaming Corporation and NBA Properties, Inc., (each a "**Co-Sponsor**", and collectively, the "**Co-Sponsors**"). Any questions relating to the Contest can be directed at: <u>fanrelations@nba.com</u>, 16 York Street, Suite 2510, Toronto, Ontario, M5J 0E6. By taking part in this Contest, an Entrant accepts and agrees to be bound by these Official Rules and agrees 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 October 24th, 2022, at 9:00AM ET and ends on June 19th, 2023, at 11:59:59 PM ET (the "**Contest Period**"). The Contest consists of five (5) separate Draws for Prizes as set out in more detail below.

### ELIGIBILITY, RESIDENCY AND AGE:

The Contest is only open to legal residents of Ontario, who are at least nineteen (19) years of age 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, NBA Media Ventures, LLC, prize suppliers, and advertising/promotion agencies and their respective parent companies, subsidiaries, affiliates (collectively, "NBA Entities"), Ontario Lottery and Gaming Corporation and The Alcohol and Gaming Commission of Ontario (collectively, "Releasees"), 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 Releasees and "immediate family members" means any parent, spouse, sibling or child and their respective spouses. The Co-Sponsors reserve the right to verify the eligibility of the winner.

### HOW TO ENTER:

During the Contest Period, visit https://nbacontest.com/predictor (the "**Website**"), complete the NBA game predictions, then click "Enter Sweepstakes" and fully complete and submit the Contest entry form which includes providing mandatory information (first name, last name, email address, postal code, agreeing to the terms and conditions, contest rules and privacy policy) to enter (the "**Entry**"). Outcome of predictions has no impact on chances of winning. Entries must be fully completed with all of the required information and received by 11:59:59 PM ET on the following dates: November 2, 2022 for the

First Draw, December 24, 2022 for the Second Draw, April 14, 2023 for the Third Draw, May 31, 2023 for the Fourth Draw, and June 19, 2023 for the Fifth Draw to be eligible.

Limit of one (1) Entry per person during each of the five (5) Draws (as defined below) 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 above) 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 Contestrelated 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 are five (5) sets of prizes available (each a "**Prize**" and collectively the "**Prizes**") to be won in five (5) separate draws as set out in more detail below. The first draw will include one (1) available Prize to be won. The second draw will include one (1) available Prize to be won. The third draw will include three (3) available Prizes to be won. The fourth draw will include 1 (1) available Prize to be won. The fifth draw will include 1 (1) available Prize to be won.

### Draw 1: October 24 – November 2, 2022

- 1 Prize consisting of:
  - Two (2) tickets to the 2023 NBA Finals. Tickets (row and seat) to be chosen by the NBA in their sole and absolute discretion.
  - Two (2) roundtrip flight tickets from the nearest Canadian airport to the winner's home (to be chosen by the NBA in their sole and absolute discretion).
  - One (1) double-occupancy hotel room for two (2) nights (to be chosen by the NBA in their sole and absolute discretion) (entire prize valued at approximately \$7,000 CAD).

### Draw 2: December 14 – December 24, 2022

- 1 Prize Consisting of:
  - Two (2) tickets to see one of the 10 teams participating on Christmas Day in 2022 in their local market. Tickets (row and seat) to be chosen by the NBA in their sole and absolute discretion.
  - Two (2) roundtrip flight tickets from the nearest Canadian airport to the winner's home (to be chosen by the NBA in their sole and absolute discretion).

• One (1) double-occupancy hotel room for two (2) nights (to be chosen by the NBA in their sole and absolute discretion) (entire prize valued at approximately \$3,000 CAD).

Draw 3: April 9 – April 14, 2023

- 3 Prizes Consisting of:
  - One (1) autographed NBA jersey from a player named to the 2023 NBA All-Star Game. Jersey may or may not be an All-Star jersey and is dependent on availability on <u>https://www.fanaticsauthentic.com/nba-authentic/jerseys/o-3581+d-63664408+z-</u> <u>92949-1715179267</u> or <u>https://store.nba.com/collectibles-jerseys/d-2350289070-</u> <u>3449516732+z-9-3266742867? ref=p-DLP:m-SIDE\_NAV</u> with a maximum value of \$1,000 CAD.

# **Draw 4:** May 15 – May 31, 2023

- 1 Prize Consisting of:
  - Two (2) tickets to see one (1) game during the 2024 NBA Playoffs. Tickets (row and seat) and specific game to be chosen by the NBA in their sole and absolute discretion.
  - Two (2) roundtrip flight tickets from the nearest Canadian airport to the winner's home (to be chosen by the NBA in their sole and absolute discretion).
  - One (1) double-occupancy hotel room for two (2) nights (to be chosen by the NBA in their sole and absolute discretion) (entire prize valued at approximately \$4,000 CAD).

# Draw 5: May 31 – June 19, 2023

- 1 Prize Consisting of:
  - Two (2) tickets to watch NBA Summer League game(s) in Las Vegas, NV. Tickets (row and seat) and specific game to be chosen by the NBA in their sole and absolute discretion.
  - Two (2) roundtrip flight tickets from the nearest Canadian airport to the winner's home (to be chosen by the NBA in their sole and absolute discretion).
  - One (1) double-occupancy hotel room for three (3) nights (to be chosen by the NBA in their sole and absolute discretion) (entire prize valued at approximately \$3,000 CAD).

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.

# PRIZE DRAW:

A total of five (5) draws will be carried out within the deadlines indicated below (each individually, a "**Draw**," and collectively, the "**Draws**"):

- a) The First Draw, through which one (1) eligible winner will be chosen from Entrants who participated in the Contest during the period from October 24 November 2, 2022, will take place by November 3, 2022, at 10:00 AM ET in Toronto, Ontario from all eligible Entries (the "First Draw");
- b) The Second Draw, through which one (1) eligible winner will be chosen from Entrants who participated in the Contest during the period from December 14 December 24, 2022, will take place by January 3, 2023, at 10:00 AM ET in Toronto, Ontario from all eligible Entries (the "Second Draw");

- c) The Third Draw, through which three (3) eligible winner will be chosen from Entrants who participated in the Contest during the period from April 9 April 14, 2023, will take place by April 17, 2023, at 10:00 AM ET in Toronto, Ontario from all eligible Entries (the "Third Draw");
- d) The Fourth Draw, through which one (1) eligible winner will be chosen from Entrants who participated in the Contest during the period from May 15 May 31, 2023, will take place by June 5, 2023, at 10:00 AM ET in Toronto, Ontario from all eligible Entries (the "Fourth Draw");
- e) The Fifth Draw, through which one (1) eligible winner will be chosen from Entrants who participated in the Contest during the period from May 31 June 19, 2023, will take place by June 23, 2023, at 10:00 AM ET in Toronto, Ontario from all eligible Entries (the "Fifth Draw");

An Entry selected will be eligible to win one (1) Prize in a given Draw. The odds of winning a Prize will depend on the total number of eligible Entries received during the given Draw during the Contest Period.

In the event of any error of any kind whatsoever, more potential winners are selected than specified in these Official Rules, the Co-Sponsors reserve 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 the following dates; November 4, 2022 for the First Draw, January 3, 2023 for the Second Draw, April 17, 2023 for the Third Draw, June 5, 2023 for the Fourth Draw, June 23, 2023 for the Fifth Draw. 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 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 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 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 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 A CO-SPONSOR'S WEBSITE(S), INCLUDING THE CONTEST WEBSITE, THE CO-SPONSORS ASSUME 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:

(a) Subject to paragraph (b), below, 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 <u>http://www.nba.com/news/privacy\_policy.html</u>.

By entering this Contest, each Entrant consents to the NBA Entities and their agent's collection, use and disclosure of Entry information for the purposes of administering this Contest. Any inquiry concerning the personal information held by the Co-Sponsor should be addressed to the Co-Sponsor at 16 York Street, Suite 2510, Toronto, Ontario, M5J 0E6, to the attention of NBA Canada.

(b) Subject to the information that follows in this paragraph, "personal information", as defined in the Freedom of Information and Protection of Privacy Act, RSO, 1990, c F.31, of Entrants will be collected by or transmitted to OLG in connection with this Contest. If, at the time an Entrant agrees to the Official Rules, they opt in to receive OLG marketing and promotional communications from OLG, the Entrant authorizes NBA Entities to disclose to OLG the full name and email address such Entrant provided to NBA Entities at the time of agreeing to the Official Rules. Such information is collected by NBA Entities on OLG's behalf pursuant to section 3 of the Ontario Lottery and Gaming Corporation Act, 1999 and is intended to be used by OLG for the purpose of communicating marketing and promotional information and services to opted-in Entrants, administering and evaluating OLG's marketing program, and compliance with legal requirements. For more information, please contact an OLG Support Centre representative by calling 1-800-387-0098, or by mail at 70 Foster Drive, Suite 800. Sault Ste. Marie, ON P6A 6V2. <u>OLG Privacy and Cookie Policy</u>.

# **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 Co-Sponsor's websites and other sites in connection with this Contest, are owned or controlled by the Co-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 Co-Sponsors 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 of these Official Rules shall prevail, govern and control.

# JURISDICTION OF LAWS:

These Official Rules shall be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.