# SUMMER LEAGUE SWEEPSTAKES PRESENTED BY MICHELOB ULTRA 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 "SUMMER LEAGUE SWEEPSTAKES PRESENTED BY MICHELOB ULTRA" ("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 <a href="https://nbacontest.com/summerleague">https://nbacontest.com/summerleague</a>. The sponsor of this contest is NBA Properties, Inc. (the "Sponsor") and can be contacted here: <a href="maintenance-fanrelations@nba.com">fanrelations@nba.com</a>, 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 June 15, 2023 at 9:00AM ET and ends on June 24, 2023 at 11:59:59 PM ET (the "Contest Period").

# **ELIGIBILITY, RESIDENCY AND AGE:**

The Contest is only open to legal residents of Canada, excluding the province of Quebec, 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") 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 <a href="https://nbacontest.com/summerleague">https://nbacontest.com/summerleague</a> (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 June 24, 2023, 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 a total of six (6) prizes available to be won with the following breakdown: one (1) grand prize, and five (5) secondary prizes (the "Prizes").

**Grand Prize (1 Prize):** One (1) winner will be selected to win each of the following items below, which have an approximate aggregate retail value of \$2,000 CAD:

- Round-trip economy class air transportation for winner and one (1) guest from the international Canadian airport nearest the Prize Winner's residence (selected at the discretion of the Sponsor) to Las Vegas, NV;
- Hotel accommodations: Based on standard room, two (2) nights hotel accommodation for two (2) people (based on standard room, double occupancy). Hotel option to be chosen by the NBA in their sole and absolute discretion.
- Two (2) tickets to NBA Summer League (days of games, tickets, row, seat, and section, to be chosen by the NBA in their sole and absolute discretion).

All fees or expenses other than those expressly mentioned above are responsibility of the Prize Winner, which include, but are not limited to, transportation to and from airports (including but not limited to: travel to and from the winner's residence to the nearest international Canadian airport), other taxes, gratuities and other incidentals associated with the Grand Prize. Prize Winner is responsible for ensuring that all necessary travel documents and required permissions are obtained for themselves and by their travel guest prior to ticketing and otherwise in order to travel. Travel guest must be a legal resident of Canada and have reached the age of majority in their province/territory of residence at time of travel. If the Prize Winner elects to travel without a guest, no additional compensation will be awarded in lieu thereof.

The Releasees are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Grand Prize or any damages, loss or liability if the Prize Winner and/or their travel guest (together, "Travelers") is denied access to any aircraft or other mode of transportation or to the event stadium. The NBA Entities have the right to remove any Traveler from any activity, game or event at any point if they are at any point uncooperative, unruly, disruptive, abusive or unobservant of applicable rules, laws or regulations or likely to cause or has caused damage to person, property or the

reputation of any of the NBA Entities. No compensation whatsoever will be provided to the confirmed winner or any other person or entity in the event of such delay, cancellation or other event contemplated herein.

**Secondary Prizes (5 Prizes):** Five (5) winners will be selected to each win the one (1) item below, which has an approximate retail value of \$2,000 CAD:

200,000 Scene+ points. In order to claim this Secondary Prize, the winner must either be an
existing Scene+ Program member or enroll in the Scene+ Program (which includes agreeing to the
Scene+ Program Terms and Conditions and Privacy Policy available at sceneplus.ca). The awarded
points will be sent virtually to the selected winner's Scene+ account (the "Secondary Prize").

All other costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded are the winner's sole responsibility.

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 a 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.

In the event of a dispute as to the identity of the person submitting an Entry or awarded a Secondary Prize, the Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the Entry and/or Scene+ Program account as applicable. For the purpose of these Official Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide the Sponsor with proof that the entrant is the authorized account holder of a particular e-mail address associated with the applicable Entry.

# **PRIZE DRAW:**

A random draw for the six (6) prize winners (the "Prize Winners") will take place on Monday, June 26, 2023 at 10:00AM ET in Toronto, Ontario from all eligible Entries received during the Contest Period. An Entry selected will be eligible to win one (1) Prize. The odds of winning a Prize will depend on the total number of eligible Entries received during the Contest Period. The first five (5) Entries selected will be potential Secondary Prize Winners. The sixth (6<sup>th</sup>) Entry selected will be the Potential Grand Prize Winner.

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, June 26, 2023. 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 they have 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 Prize 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 their Prize. A new potential winner may 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 <a href="http://www.nba.com/news/privacy\_policy.html">http://www.nba.com/news/privacy\_policy.html</a>.

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 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 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 governed under the laws of the Province of Ontario and are subject to all applicable federal, provincial and municipal laws and regulations therein. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in the Province of Ontario in any action to enforce (or otherwise relating to) these Official Rules or relating to this Contest.