

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

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

PROMOTER: Tristan Hay Media PTY LTD(ABN 861 392 63004), 46 Chesterfield Parade, Bronte NSW 2024

REQUIREMENTS: All eligible legal residents of Australia who are at least 18 years old are invited to participate in the Contest by following the entry requirements below. All participants who enter the Contest in accordance with these Official Rules will be hereinafter referred to as "Participants".

The following people are not eligible to participate in the Contest: (1) Employees of NBAP, National Basketball Association ("NBA"), NBA Asia Limited, NBA Team Members, NBA Media Ventures, LLC, Tristan Hay Media Pty Ltd (ABN [86139263004](#)) 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 Contest is subject to all applicable laws and regulations.

By participating in the Contest, each Participant accepts and agrees to be bound by these Official Rules which can be found on our website at nbaaviplist.com/shoppingspree/au. If a Participant is in breach of these Official Rules, they may be disqualified from the Contest.

PRIZES

There will be a total of fifteen (15) Prize winners. The prizes will be as follows:

- The five (5) September draw winners will each receive (1) \$700 (AUD) RRP NBAstore.au voucher.
- The five (5) October draw winners will each receive (1) \$1000 (AUD) Tissot eVoucher and (1) \$300 (AUD) RRP NBAstore.au voucher.
- The five (5) November draw winners will each receive (1) \$700 RRP (AUD) NBAstore.au voucher.
- The total value of prizes is \$13,500 AUD.

ENTRY

The Contest starts on July 23, 2020 at 12:01am and ends on November 15 at 11:59pm AEDT ("Contest Period"). NBAP will issue an invitation via Email or the Facebook page NBA Australia (<https://www.facebook.com/NBAAustralia/>) ("NBA Australia Facebook") or NBA Australia Twitter (@NBA_Australia) ("NBA Australia Twitter" and together with NBA Australia Facebook, "NBA Australia Social Accounts") (or other NBAP social media marketing campaign platforms) that invite eligible participants to enter by:

- 1) Visiting nbaaviplist.com/shoppingspree/au
- 2) Filling out all required information (First Name, Last Name, Address, Email Address, Phone Number, and Date of Birth).
- 3) Successfully clicking the "Submit" button.

Active League Pass annual and monthly holders will also be eligible for an additional 10 entries during the Contest Period.

We will contact Active League Pass holders via email before July 31 2020 and advise them that if they have an active subscription at the time of the draw then they are eligible for an additional 10 entries.

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

All qualified Participants must have a valid email address.

Each Participant may use up to a maximum of one (1) email address and one (1) Active League Pass subscription. Likewise, the Participant must singly own said email address or subscription. Participants acknowledge that none of Facebook or Instagram are sponsors and are not affiliates of this Contest.

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

No purchase is required to participate in the Contest.

Personal information of each Participant is only collected and will only be used for the purpose of this Contest in accordance our [Privacy Policy](#). All records relating to this Contest will be kept for at least three (3) years.

WINNER SELECTION:

The Contest is a game of chance. Three (3) random draws will take place during the Contest Period with five (5) prize winners ("Prize Winners") being drawn each time. The first draw will take place on September 15, 2020 at 3:00pm AEST of all Entries that fulfill the requirements received up to the point in the Contest. The second draw will take place on October 15 2020 at 3pm AEDT 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 16, 2020 at 3:00pm AEDT. 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 Contest Period.

The first, second and third draw will take place at TPAL, Level 2, 11 York St, Sydney NSW 2000

If the Entry is drawn at the first draw or the second draw, that Entry will not be included in the following draw.

WINNER NOTIFICATION. Prize Winners will be notified in writing via the email address they provided to the NBA Entity within 5 days of each draw. Each Prize Winner's name will be published on our NBA Australia website on 15th September 2020, 15th October 2020 and 16th November 2020 for 28 days and will be asked to sign and return the winner release form ("Release Form") within thirty (30) days from the date of email notification. The Prize Winner's right to win the Prize is subject to the Prize Winner returning the Release Form within thirty days (30) from email receipt.

If the prize is not claimed within 3 months of the final draw an unclaimed prize draw will be held at the same location as draws 1, 2 and 3 at 10am (local time of the draw location) on 17 February 2021. The unclaimed Prize Winner will be notified in writing via the email address they provided to the NBA Entity within 7 days of the unclaimed prize draw. Each unclaimed Prize Winner's name will be published on our website on 17 February 2020 for 28 days and will be asked to sign and return the winner release form ("Release Form") within thirty (30) days from the date of email notification. The unclaimed Prize Winner's right to win the Prize is subject to the unclaimed Prize Winner returning the Release Form within thirty days (30) from email receipt.

If the email address notifying the Prize Winner is returned as undeliverable or is not in compliance with these Official Rules, that Prize Winner will be disqualified and NBAP is free to redraw another Prize Winner immediately.

PROVISIONS ON PRIZES:

- All Prizes are transferable, but cannot be replaced and cannot be cashed.
- Any costs not specifically specified in these Official Rules relating 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 in connection with the implementation of the Contest.
- NBAP (or designated person (s)) has the right to verify the identities of the Participants and Prize Winners, and to disqualify any Participant from participating in the Contest 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 Contest. The NBA entity has legal rights to recover damages or other compensation from the violator.
- Prize 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 Contest and accepting any Prize (including, without limitation, participation in events) 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 Contest, including guarantees of quality, merchantability or the purpose of Prizes. By participating in the Contest, 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 Contest, acceptance, mastery or use of Prizes or other prizes, or promotion or advertising of Contests, 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 Contest 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. 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 Contest may be filed against the Australian promoter.

Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth) or similar consumer protection laws in the states and territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees.

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 Contest 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 Contest, including, without limitation, errors that may arise in connection with the administration of the Contest, 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 Contest, or for typographical, typographical, human or other errors that have arisen in these Official Rules or other material related to the Contest. 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 Contest and / or violate these Official Rules.

3. **CANCELLATION OF CONTEST:** If acts of God prevent the Contest 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 Contest.
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 Australian 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. **PERMITS:** The NBA Entity confirms that this Contest has been issued the following permits: New South Wales Authority No: TP/00125, South Australian Permit No: T20/856, Australian Capital Territory Permit No: ACT TP 20/00968.1.