

WNBA GIVEAWAY CONTEST PRESENTED BY CANADIAN TIRE CORPORATION, LIMITED

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

The “WNBA Giveaway Contest presented by Canadian Tire Corporation, Limited” (“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 <http://nbacontest.com/wnbagiveaway> or <http://nbacontest.com/wnbagiveawayfr>.

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.

1. SPONSOR

The sponsor and administrator of this contest is NBA Properties, Inc. (the “**Sponsor**”) and can be contacted here: fanrelations@nba.com, 16 York Street, Suite 2510, Toronto, Ontario, M5J 0E6. The Contest is in no way sponsored, endorsed, administered by, or associated with Canadian Tire Corporation, Limited (“**Canadian Tire**”). Any questions, comments or complaints must be directed to the Sponsor, and not to Canadian Tire.

2. ELIGIBILITY

To enter and to be eligible to win the Contest, entrants must be a legal resident of Canada that is able to travel to the United States and must have reached the legal age of majority in the province or territory in which he/she resides at the time of entry. The following individuals are not eligible to enter or win a prize: employees, representatives, agents, directors, and officers of Canadian Tire and parent, subsidiary, or affiliated companies; any marketing agencies and any other parties involved in the administration of the Contest, including the prize provider (collectively, the “**Contest Parties**”) and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings, in-laws, and, as applicable, the “steps”, WNBA Enterprises, Inc., the Women’s National Basketball Association (the “WNBA”), and the WNBA member teams (collectively, the “WNBA Entities”), employees of the WNBA Enterprises, including affiliates, agents and immediate family members and/or those living in the same household of such employees, and all persons living in the same household of each, whether or not related.

Any individuals who have won prizes from promotions sponsored by Sponsor ninety (90) days prior to the beginning of the Contest Period are not eligible to enter or win a Prize.

3. CONTEST PERIOD

The Contest begins on August 16, 2024 at 9:00 AM ET and ends on August 27, 2024 at 11:59:59 PM ET (the “**Contest Period**”).

4. HOW TO ENTER

During the Contest Period, visit <http://nbacontest.com/wnbagiveaway> or <http://nbacontest.com/wnbagiveawayfr>.

(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 August 27, 2024, to be eligible. Sponsor’s computer is the official time keeping device for the Contest.

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.

5. PRIZES

There will be two (2) total prizes available to be won. Each prize is valued at \$7,500 CDN consisting of the following components (the “**Prize**”):

- A trip for two (2) to Los Angeles, CA to watch the LA Sparks host the Phoenix Mercury on September 17, 2024 including flights, accommodation, tickets, spending money and more surprises!
 - Flights: Return-trip for two (2) in business class from the winner's closest international airport to Los Angeles International Airport.
 - Accommodation: Two (2) nights in an upscale hotel in Los Angeles, CA from September 16th to September 18th.
 - Game Tickets: Two (2) courtside tickets to watch the LA Sparks and Seattle Storm in Los Angeles, CA on September 17th.
 - Spending Money: Giftcards worth \$1K CDN in value.
 - Additional Surprises:
 - Two (2) Kia Nurse, LA Sparks Swingman jerseys
 - Access to a hospitality suite during the LA Sparks vs Seattle Storm game.
 - Meet & Greet with Kia Nurse.

The Sponsor is responsible only for Prize delivery; not responsible for Prize utility, quality or otherwise. The Prize Winner and their traveling companion are responsible for: any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers, meals and beverages, service charges, in-flight meals and entertainment; costs incurred to and from the departure point as the prize originate and terminate there, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with entry, health, customs and immigrations regulations and requirements. Please consult the website of the Government of Canada for information about COVID-19 requirements: www.travel.gc.ca/travel-covid. These requirements are subject to change without notice. Winner is solely responsible for all federal, provincial, local, or other applicable taxes associated with the acceptance and use of the Prize.

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 Prize details are at Sponsor's sole discretion..

6. WINNER NOTIFICATION AND SELECTION

A random draw for the two (2) prize winners (the "**Prize Winners**") will take place on or about August 28, 2024 at 10:00 AM 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 selected entrants for the Prizes will be contacted via email or by telephone by a representative of the NBA Entities no later than August 29, 2024. 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 one (1) business day 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 one (1) business day, 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.

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.

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.

7. PRIZE REDEMPTION RESTRICTIONS AND CONDITIONS

- a) Each Prize winner (the “**Winner**”) will be responsible for: (i) medical insurance for covering medical, evacuation, and repatriation while traveling, and (ii) all other expenses that exceed the Prize value as stated above, including but not limited to: any additional costs for vehicle rental, travel and medical insurance, accommodations, supplementary ground transportation (including to/from the departure airport), gratuities, meals, telephone calls, in-room charges, applicable taxes (including Airport Improvement Taxes), personal services and incidentals.
- b) Travel arrangements are at the sole and absolute discretion of the Sponsor, and are subject to other restrictions set out herein.
- c) Each Winner must be available to travel between September 16, 2024 to September 18, 2024. Should a Winner be unable to travel on the dates and times designated by the Sponsor, the Prize will be forfeited and awarded to an alternate winner.
- d) To redeem the Prize, each Winner will be contacted by the Sponsor, and each Winner may be asked to provide proof of identity.
- e) Each Winner is responsible for ensuring that he/she has all necessary travel documents (e.g. passports, visa, etc.), that they are in good order, and are valid prior to, and for the entire duration of the trip. Travel blackout periods may apply. Each Winner must travel on the same departure dates. Each Winner must abide by all venue policies and ticket terms and conditions. Sponsor reserves the right to revoke any full or partial Prize from the Winner who it, or venue personnel, deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Sponsor into disrepute.
- f) The Prize must be accepted as awarded, without any representations, warranties or conditions whatsoever, including whether the Prize is suitable for a particular purpose, and Sponsor expressly disclaims any and all such representations, warranties and conditions. The Prize is subject to availability, is valid on new bookings only, may not be combined with any other offer or discount, is non-assignable, non-transferable, non-refundable, non-exchangeable and is not convertible to cash. Sponsor reserves the right in their sole discretion to substitute the Prize for a prize of equal or greater value (based on the approximate retail value of the Prize as stated in these Official Rules), including without limitation a cash award, if the Prize cannot be awarded as described herein for any reason. All details and other restrictions of the Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion.

8. GRANT OF RIGHTS TO ENTRIES/PUBLICITY GRANT

By submitting an Entry, each entrant grants to Sponsor, Canadian Tire and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the entry and all elements of such Entry, together with any other material, and the name, user name, city and state of residence, voice, image and/or likeness of entrant (including, but not limited to, applicable profile photo), in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Released Parties (defined below) are not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY:

The Sponsor, the WNBA Entities, Canadian Tire and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability 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 promotion.

By participating in the Contest or accepting a Prize, each entrant agrees that the Contest Parties, Instagram, Inc. and their respective parents, subsidiaries, affiliates, advertising agents and promotional partners, and all of their respective officers, directors, employees, representatives and agents (collectively, “**Released Parties**”) will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Prize (including any injury or harm resulting from use of the vehicle) or participation in this Contest.

Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, illegible, postage-due, mutilated, incomplete or delayed entries, Dashes, emails, mail or other communications, all of which will be void. Released Parties are also not responsible for problems related to unauthorized human intervention or for technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, traffic congestion on the internet or any website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications, which may prevent the receipt of an entry or otherwise limit an entrant’s ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-related materials.

As a condition of entering, each entrant agrees (and agrees to confirm in writing if requested by Sponsor) that to the fullest extent permitted by applicable law: (i) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, indirect, special, exemplary, or consequential damages and (ii) that any and all claims, judgments, and

award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Furthermore, as a condition of entering, each entrant agrees that submission of an Entry constitutes permission to use the entrant's name, image, likeness, voice, biographical information, and any testimonial statement provided by entrant for purposes of advertising, marketing, and trade, in any medium in connection with the Contest, without further notice, approval, or compensation, unless prohibited by law.

Participants in this promotion (if minor, his/her parent or legal guardian) agree to be bound by these Official Rules and agree that the Sponsor, Canadian Tire and the WNBA Entities and their designees and assigns may use the participant's name, voice, city/state 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.

10. LEGAL WARNING

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

11. 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.

12. SPONSOR'S RESERVATION OF RIGHTS

If the Contest is not capable of running as planned for any reason, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process or otherwise acts in violation of these Official Rules (and void all associated entries), to cancel, modify, or terminate the Contest. In the event of cancellation, Sponsor reserves the right to award the Prize in its sole discretion based on all eligible, non-suspect entries received prior to cancellation or as otherwise deemed fair and appropriate by Sponsor. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Contest. Sponsor reserves the right to modify the Official Rules for clarification purposes, even after the Contest Period has begun.

13. 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 http://www.nba.com/news/privacy_policy.html.

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 06, to the attention of NBA Canada.

14. 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.

15. 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.

16. GOVERNING LAW, JURISDICTION, AND SEVERABILITY

This Contest and Official Rules are subject to all applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED OR ENTITLED TO OBTAIN (AND HEREBY WAIVES ALL RIGHTS TO SEEK OR CLAIM) INJUNCTIVE, EQUITABLE, OR OTHER NON-MONETARY RELIEF OR AWARDS FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING LAWYERS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.