

## CITY JERSEY SCAVENGER HUNT PRESENTED BY ACADEMY

In return for the opportunity to participate in the City Jersey Scavenger Hunt Presented by Academy described herein (the “Contest”), Rocket Ball, Ltd. (the “Houston Rockets”) requires your agreement to comply with and be bound by the terms and conditions set forth below (the “Official Rules”):

### OFFICIAL RULES

- CONTEST PERIOD.** The Contest will begin on November 25, 2019, and end on November 27, 2019 (the “Contest Period”).
- ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** Only legal residents of the United States who are 18 years of age or older as of the first day of the Contest Period, are eligible to participate in this Contest, provided they live within the state of Texas or 150 miles of the Houston, TX city limits, excluding residents within 75 miles of either the Dallas, TX or San Antonio, TX city limits. Employees and immediate family members (spouses, parents, siblings and children) of employees of the Houston Rockets, Academy, Ltd., d/b/a Academy Sports + Outdoors (“Academy”), the National Basketball Association (the “NBA”) and its member teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, partners, officers, governors, employees, and agents are not eligible to enter. The Contest is void wherever prohibited or restricted by law.
- HOW TO ENTER.** To enter the Contest, eligible participants must go to one of the participating official Houston Rockets social media pages during the Contest Period to read a clue about where participants can find a Houston Rockets City Jersey. Each day of the contest will feature a different clue and a different Prize (as defined below). The first person each day to find the jersey will receive a voucher to claim the Prize. Limit of one (1) Prize per person. **By participating in the Contest, each participant acknowledges that he has read, understands and agrees to be bound by these Official Rules.**
- HOW TO WIN.** There will be one (1) winner each day, for a total of three (3) winners (each, a “Winner”). Each day, the first participant to successfully find the Houston Rockets City Jersey at the location revealed in the clue will be declared the Winner. In the event of a “tie,” participants may be asked to answer Houston Rockets trivia questions until only one participant can answer the question correctly. The decisions of the judges will be final and binding. The Houston Rockets reserve the right to conduct a background check of each Winner and to disqualify any Winner, effective upon written notice, if such Winner commits, or has at any time committed, any act or becomes involved in, or has at any time been involved in, any situation or occurrence which act, situation or occurrence tends in the sole opinion of the Houston Rockets to subject Winner, the Houston Rockets, Academy, or any of their affiliates to any ridicule, contempt or scandal or which, in the sole opinion of the Houston Rockets or its affiliates, reflects unfavorably upon the Houston Rockets, Academy, or their affiliates. **If any potential Winner is disqualified or deemed ineligible (in the sole discretion of the Houston Rockets), declines the Prize, or fails to pick up the Prize, then such Winner will forfeit the right to be a Winner, and the Houston Rockets may select a replacement Winner from among all remaining eligible participants. In no case will there be more than one (1) Winner each day.**
- PRIZE DESCRIPTION; ODDS.** Each Winner on November 25 and 27, 2019, will receive a voucher presented by Academy that he or she can exchange for a Russell Westbrook or James Harden City Jersey (approximate retail value (“ARV”): \$100 for each jersey). The Winner on November 26, 2019, will receive (i) a Houston Rockets City Jersey and (ii) two (2) tickets to the Houston Rockets vs. Atlanta Hawks game at Toyota Center in Houston, Texas, on November 30, 2019 (ARV: \$1,000) (collectively, all of the above is referred to herein as the “Prizes” and each individually a “Prize”). All aspects of the Prizes, including but not limited to the selection of the seat locations, shall be determined by the Houston Rockets in its sole discretion, and any tickets shall be subject to all NBA rules, regulations, guidelines, policies and restrictions and to the same rules and regulations as regularly sold tickets. The odds of winning will depend on the number of participants taking part in the Contest. Winners may not sell, assign, transfer or substitute the Prizes (or any portion of the Prizes) or redeem the Prizes (or any portion of the Prizes) for cash value. Winners will be responsible for any federal, state and local taxes associated with the Prizes and for any expenses associated with the Prizes. Prizes do not include transportation to the Houston Rockets game, food or beverages. Winners may be required to sign, at the request of and in the sole discretion of the Houston Rockets, a Release, an Affidavit of Eligibility and/or a Prize Acceptance Form in order to receive the Prize(s). The Houston Rockets reserve the right to substitute the Prizes with any prize of greater or equal value.
- LIMITATIONS ON LIABILITY.** By entering, each participant agrees to **HOLD HARMLESS AND INDEMNIFY** the Houston Rockets, Academy, the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents (the “Released Parties”) from any and all liability, damages, claims and causes of action (including but not limited to for injuries, damages or losses to persons and property resulting from the participant’s participation in the Contest) (however named or described) with respect to or arising out of (a) participant’s participation in this Contest, (b) any registration material on any Houston Rockets social media page or related website, (c) any typographical or other error in these Official Rules or (d) the

**receipt, participation in, or use of the Prizes (or any portion of the Prizes) or any replacement prize that may be awarded herein, including any travel associated with the Prizes.**

7. **CONSENT OF USE.** Each participant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the editing, modification, replication, publication and other use of the names, likenesses, photographs, voices, entries and the like of each participant in any medium, whether now known or hereafter developed, including without limitation, the Houston Rockets website and in any and all advertising, promotions, and other publicity conducted by the Houston Rockets, Academy, or the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, owners, governors, employees, and agents, except where prohibited by law. Notwithstanding the generality of the foregoing, each participant further assigns any and all rights he or she may have over his or her entry to the Houston Rockets without further authorization, compensation or remuneration of any kind.
8. **RULES.** All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Houston Rockets and may be changed from time to time without notice. The Houston Rockets reserve the right to cancel or modify the Contest at any time without notice.
9. **DISPUTES.** This Contest shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **EACH PARTICIPANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Each participant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Contest shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in Houston, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible, and shall be a resident of Houston, Texas. If the parties fail to reach agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party's notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected. Under no circumstances will participant be permitted to obtain any punitive, incidental, special, consequential or other damages, including without limitation lost profits (collectively, "Special Damages") to a participant; and participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
10. **FORCE MAJEURE.** The Houston Rockets shall not be responsible for the failure or interruption of any website, webpage, or social media platform mentioned herein, www.rockets.com, any email server, or the cancellation or postponement of a Houston Rockets game or any clue for any reason including, but not limited to, equipment failure or malfunction, electrical service interruption, or any act of God. In addition, in the event that the Houston Rockets are prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, epidemic, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of the Houston Rockets, the Houston Rockets shall have the right to modify, suspend or terminate the Contest.
11. **ADDITIONAL DISCLOSURES.** The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or any other social media platform. Each participant releases Facebook, Twitter, and all other social media platforms mentioned in these Official Rules from any claims, responsibility or liability relating to their participation in this Contest. Copyright/trademark/service mark infringements are not intended or implied.
12. **WINNERS LIST.** To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to: City Jersey Scavenger Hunt Presented by Academy, 1510 Polk Street, Houston, TX 77002, Attn: Hunter Segesta. Requests must be received by June 30, 2020.