## HOUSTON ROCKETS FAN APPRECIATION WEEK SWEEPSTAKES

In return for the opportunity to participate in the Houston Rockets Fan Appreciation Week Sweepstakes described herein (the "<u>Sweepstakes</u>"), Rocket Ball, Ltd. (the "<u>Houston Rockets</u>") requires your agreement to comply with and be bound by the terms and conditions set forth below (the "<u>Official Rules</u>").

- 1. **SWEEPSTAKES PERIOD.** The Sweepstakes will begin on May 9, 2021, and end on May 16, 2021 (the "Sweepstakes Period").
- 2. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR SUBMISSION OF SURVEY WILL NOT INCREASE YOUR CHANCES OF WINNING.** Only legal residents of the United States who are 18 years of age or older as of the first day of the Sweepstakes Period are eligible to participate in this Sweepstakes, 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, 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 Sweepstakes is void wherever prohibited or restricted by law.
- 3. **ENTRIES.** To enter the Sweepstakes, Entrant must properly fill out and submit an online entry form during the Sweepstakes Period, available at <a href="https://www.nba.com/rockets/fan-appreciation-giveaways">https://www.nba.com/rockets/fan-appreciation-giveaways</a> including Entrant's name, phone number, and email address (the "Entry").
  - Limit of one (1) Entry per person. Entries must be received during the Sweepstakes Period to be eligible. Any Entry received thereafter or not properly submitted will not be eligible to participate in the Sweepstakes. Any Entrant using multiple accounts to enter or filling out multiple Surveys will be disqualified from the Sweepstakes and will not be eligible to win a Prize. A person who timely submits a properly completed Entry in accordance with the procedures herein is considered an "Entrant." By submitting a properly completed Entry, each Entrant acknowledges that he or she has read, understands, and agrees to be bound by these Official Rules.
- 4. **SELECTION OF WINNERS.** An aggregate of eight (8) drawings (each, a "<u>Drawing</u>") will be held during the Sweepstakes Period, as set forth in the chart below. Non-winning entries will be carried forward to subsequent Drawing(s), if any. There will be a total of twenty-five winners (25) (each, a "<u>Winner</u>"), who will be selected at random from among all eligible Entries received during the corresponding entry period set forth below. Each Winner will be notified on or about the Drawing Date listed in the chart below, via email. By participating, each Entrant agrees to these rules and the decisions of the Houston Rockets, which shall be final and legally binding in all matters relating to this Sweepstakes. The Houston Rockets reserve the right to conduct a background check of each Entrant and to disqualify any Entrant, effective upon written notice, if such Entrant 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 Entrant, the Houston Rockets or its 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 or its affiliates. If any potential Winner cannot be contacted within forty-eight (48) hours after the first attempt, 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 Entries.

Drawing	Drawing	Prize	Number of	Entry Period
	Date		Winners	
Sunday	May 9, 2021	Travis Scott Bobblehead & Headphones	5	5/9/21 at 12:00:01 a.m. CDT –
		(ARV: \$450)		5/9/21 at 12:00:00 noon CDT
Monday	May 10, 2021	John Wall Bobblehead (ARV: \$50)	5	5/9/21 at 12:00:01 p.m. CDT –
				5/10/21 at 12:00:00 noon CDT
Tuesday	May 11, 2021	Eric Gordon Autographed Poster	5	5/10/21 at 12:00:01 p.m. CDT –
		(ARV: \$75)		5/11/21 at 12:00:00 noon CDT
Wednesday	May 12, 2021	Player-Fitted Warm-Ups (ARV: \$150)	2	5/11/21 at 12:00:01 p.m. CDT –
		-		5/12/21 at 12:00:00 noon CDT
Thursday	May 13, 2021	Tissot Watch & Rockets 20-21 Yearbook	1	5/12/21 at 12:00:01 p.m. CDT –
		(ARV: \$385)		5/13/21 at 12:00:00 noon CDT
Friday	May 14, 2021	\$50 Whataburger Gift Card, Social Media Night	5	5/13/21 at 12:00:01 p.m. CDT –
		T-Shirt & Rockets 20-21 Yearbook (ARV: \$85)		5/14/21 at 12:00:00 noon CDT
Saturday	May 15, 2021	\$100 Kroger Gift Card, Social Media Night T-Shirt	1	5/14/21 at 12:00:01 p.m. CDT –
		& Rockets 20-21 Yearbook (ARV: \$135)		5/15/21 at 12:00:00 noon CDT
Sunday	May 16, 2021	Kevin Porter Jr. Autographed Jersey (ARV: \$250)	1	5/15/21 at 12:00:01 p.m. CDT –
				5/16/21 at 11:59:59 p.m. CDT

- 5. **PRIZE DESCRIPTION; ODDS.** Each Winner will receive the prize that corresponds to the Drawing set forth in the chart above (each, a "Prize"). The approximate retail value ("ARV") of each Prize is set forth in the chart above. All aspects of the Prizes shall be determined by the Houston Rockets in their sole discretion. Prizes do not include transportation. The odds of winning will depend on the number of eligible Entries received. Winners may not sell, assign, transfer, or substitute a Prize (or any portion of a Prize) or redeem a Prize (or any portion of a Prize) for cash value. Winners will be responsible for any federal, state, and local taxes associated with the Prize and for any expenses associated with the Prize. 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. The Houston Rockets reserve the right to substitute a Prize with any prize of greater or equal value.
- 6. LIMITATIONS ON LIABILITY. The Houston Rockets shall not be responsible for Entries that are incomplete, improperly submitted, stolen, misdirected, lost, late, or damaged. All Entries become the property of the Houston Rockets and will not be acknowledged or returned. By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, 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 (however named or described) with respect to or arising out of (i) Entrant's participation in the Survey or the Sweepstakes, (ii) Entrant's Entry or any registration material on any related website, (iii) any typographical or other error in these Official Rules or (iv) the receipt, participation in, or use of a Prize (or any portion of a Prize) or any replacement prize that may be awarded herein, including any travel associated with a Prize.
- 7. **CONSENT OF USE.** Each Entrant 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 Entrant 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, 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 Entrant 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 Sweepstakes and the Survey at any time without notice.
- **DISPUTES.** This Sweepstakes 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 ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS. Each Entrant agrees that any controversy, dispute, or claim arising out of, relating to, or connected with the Sweepstakes or the Survey 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 Entrant be permitted to obtain any punitive, incidental, special, consequential, or other damages, including without limitation lost profits (collectively, "Special Damages"), and Entrant 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 Drawing 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes.

11. **WINNERS LIST.** To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to: Houston Rockets Fan Appreciation Week Sweepstakes, 1510 Polk Street, Houston, TX 77002, Attn: Andrew Cornutt. Requests must be received by September 30, 2021.