RELIANT BOOK DRIVE SWEEPSTAKES

In return for the opportunity to participate in the Reliant Book Drive Sweepstakes described herein (the "<u>Sweepstakes</u>"), Rocket Ball, Ltd. (the "<u>Houston Rockets</u>") and Reliant Energy Retail Services, LLC ("<u>Sponsor</u>") require your agreement to comply with and be bound by the terms and conditions set forth below (the "<u>Official Rules</u>").

OFFICIAL RULES

- 1. **SWEEPSTAKES PERIOD.** The Sweepstakes will begin on March 9, 2021, and end on March 30, 2021 (the "<u>Sweepstakes Period</u>").
- 2. 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 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, Sponsor, the National Basketball Association (the "<u>NBA</u>") 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.** There are three (3) ways to submit an entry (each, an "<u>Entry</u>") to enter the Sweepstakes:
 - Visit <u>http://www.bushhoustonliteracy.org/bookdrive</u> to purchase a bundle of books to donate to the Reliant Book Drive. All donors will be automatically entered in the Sweepstakes.
 - Text "BookDrive" to 91999 to donate money to the Reliant Book Drive. All donors will be automatically entered in the Sweepstakes.
 - Alternatively, an Entrant may enter by printing his or her name, mailing address (no P.O. Boxes), email address, date of birth, and phone number on a 3"x5" postcard and mailing it to: Reliant Book Drive Sweepstakes, 1510 Polk Street, Houston, TX 77002, Attn: Evan Peraza. Proof of mailing does not constitute proof of delivery.

Entrants may donate as often as desired but will only be entered into the Sweepstakes once. 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. A person who timely submits a properly completed Entry in accordance with the procedures herein is considered an "<u>Entrant</u>." **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 four (4) drawings (each, a "Drawing") 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. Ten (10) winners (each, a "Winner") for each Drawing will be chosen at random from among all eligible Entries received during the corresponding entry period (each, an "Entry Period") by a representative of the Houston Rockets or Sponsor, whose decisions are final on all matters relating to the Drawings and this Sweepstakes. Each Winner will be notified on or about the Drawing Date listed in the chart below. If any such Winner cannot be contacted or declines the Prize, then such Winner will forfeit the right to be the Winner, and the Houston Rockets or Sponsor may select a replacement Winner from among all remaining eligible Entries submitted during the applicable Entry Period. By participating, each Entrant agrees to these rules and the decisions of the Houston Rockets and Sponsor, which shall be final and legally binding in all matters relating to this Sweepstakes. The Houston Rockets and Sponsor 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 or Sponsor to subject Entrant, the Houston Rockets or Sponsor to any ridicule, contempt, or scandal or which, in the sole opinion of the Houston Rockets or Sponsor, reflects unfavorably upon the Houston Rockets or Sponsor. The Drawings will be held according to the schedule set forth below:

Drawing #	Entry Period	Drawing Date
1	March 9, 2021	March 10, 2021
2	March 10-16, 2021	March 17, 2021
3	March 17-23, 2021	March 24, 2021
4	March 24–30, 2021	March 31, 2021

- 5. **PRIZE DESCRIPTION; ODDS.** For each Drawing, there will be ten (10) Winners, for a total of forty (40) Winners. The prizes for each Winner are as follows (each, a "Prize"):
 - a. **Prize #1**: The first two (2) Winners drawn during each Drawing (for a total of eight (8) Winners) will each receive two (2) lower-level tickets to a Houston Rockets game at Toyota Center in Houston, Texas during the 2020–2021 NBA regular season; (approximate retail value ("<u>ARV</u>"): \$200).
 - b. **Prize #2**: The next one (1) Winner drawn during each Drawing (for a total of four (4) Winners) will receive a Houston Rockets player autographed item (ARV: \$100).
 - c. **Prize #3**: The next four (4) Winners drawn during each Drawing (for a total of twelve (16) Winners) will each receive a \$50 gift card to the Rockets Team Shop (ARV: \$50)
 - d. **Prize #4**: The final three (3) Winners drawn during each Drawing (for a total of twelve (12) Winners) will each receive a Rockets prize pack containing Rockets branded merchandise (ARV: \$50).

The selection of the seat locations and the execution of every aspect of the Prizes shall be determined by the Houston Rockets and Sponsor in their 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. Neither the Houston Rockets nor Sponsor shall be responsible for any expenses associated with any Prize, including but not limited to travel accommodations, transportation expenses, or food and beverage. 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. Each Winner will be responsible for any federal, state and local taxes associated with the Prize. Each Winner may be required, at the request of and in the sole discretion of the Houston Rockets or Sponsor, to sign a Release, an Affidavit of Eligibility and a Prize Acceptance Form in order to receive the Prize. The Houston Rockets and Sponsor reserve the right to substitute any Prize (or any portion of the Prize) with any prize of greater or equal value.

- 6. LIMITATIONS ON LIABILITY. Neither the Houston Rockets nor Sponsor shall 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 Sponsor and will not be acknowledged or returned. By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, Sponsor, 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 "<u>Released Parties</u>") from any and all liability, damages, claims, and causes of action (however named or described) with respect to or arising out of (a) Entrant's participation in this Sweepstakes, (b) Entrant's Entry or any registration material on any related website, (c) any typographical or other error in these Official Rules, or (d) the receipt, participation in, or use of the Prize (or any portion of the Prize) or any replacement prize that may be awarded herein, including any travel associated with the 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 Sponsor, the Houston Rockets, 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 and Sponsor 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 Sponsor and may be changed from time to time without notice. The

Houston Rockets and Sponsor reserve the right to cancel or modify the Sweepstakes at any time without notice.

- **DISPUTES.** This Sweepstakes shall be governed by and construed in accordance with the laws of the State of 9 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 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. Neither the Houston Rockets nor Sponsor shall 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 or Sponsor is 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 or Sponsor, the Houston Rockets and Sponsor shall have the right to modify, suspend or terminate the Sweepstakes.
- 11. MARKETING DISCLAIMER. By entering the Sweepstakes, Entrant agrees to receive communications from the Houston Rockets and Sponsor, subject to opting out when Entrant so desires. Entrant's information will not be shared or sold to any outside party.
- 12. **ADDITIONAL DISCLOSURES.** The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, or Twitter. Each Entrant releases Facebook, Instagram, and Twitter from any claims, responsibility, or liability relating to their participation in this Sweepstakes. Copyright/trademark/service mark infringements are not intended or implied.
- 13. **WINNERS LIST.** To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to: Winner List Request –Reliant Book Drive Sweepstakes, Attn: Evan Peraza, Houston Rockets, 1510 Polk St., Houston, TX 77002. Requests must be received by June 30, 2021.