SOUTHWEST'S SUNDAY TICKET GIVEAWAY SWEEPSTAKES

In return for the opportunity to participate in Southwest's Sunday Ticket Giveaway Sweepstakes described herein (the "<u>Sweepstakes</u>"), Rocket Ball, Ltd. (the "<u>Houston Rockets</u>") and Southwest Airlines Co. ("<u>Southwest Airlines</u>") require your agreement to comply with and be bound by the terms and conditions set forth below (the "Official Rules").

OFFICIAL RULES

- 1. **ENTRY PERIOD.** The Sweepstakes will begin at 10:00 a.m. Central Daylight Time ("CDT") on March 14, 2021, and at 12:00 noon CDT on March 14, 2021 (the "Entry Period").
- 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 Entry 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, Southwest Airlines, 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. LIMIT OF ONE (1) ENTRY PER PERSON.** There are two (2) ways to submit an entry (each, an "<u>Entry</u>") to enter the Sweepstakes:
 - <u>Primary Entry Method</u>. To enter the Sweepstakes via Twitter, the Houston Rockets will create a post promoting Southwest's Sunday Ticket Giveaway Sweepstakes on the official Houston Rockets Twitter account, and Entrant must comment on that post with their favorite dream vacation. Entrant must be a registered user of Twitter and follow the Houston Rockets account to enter via Twitter.
 - <u>Alternate Entry Method</u>. Alternatively, an Entrant may enter by properly filling out and submitting an online entry form during the Entry Period, available at https://houstonrockets.formstack.com/forms/southwests_sunday_ticket_giveaway including Entrant's name, age, phone number, and email address.

Limit of one (1) Entry per person. Entries must be received during the Entry 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 will be disqualified from the Sweepstakes and will not be eligible to win the Prize. Entries that contain, in the sole discretion of the Houston Rockets, any profane, obscene, vulgar, defamatory, libelous, or slanderous material will be disqualified. 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 WINNER.** One (1) winner (the "Winner") will be selected at random from among all eligible Entries received. Winner will be notified by 1:00 p.m. CDT on March 14, 2021, via email or the social-media platform Entrant used to submit his or her Entry. By participating, each Entrant agrees to these rules and the decisions of the Houston Rockets and Southwest Airlines, which shall be final and legally binding in all matters relating to this Sweepstakes. The Houston Rockets and Southwest Airlines 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 Southwest Airlines to subject Entrant, the Houston Rockets or Southwest Airlines to any ridicule, contempt, or scandal or which, in the sole opinion of the Houston Rockets or Southwest Airlines, reflects unfavorably upon the Houston Rockets or Southwest Airlines. **If any potential Winner cannot be contacted 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.**
- 5. **PRIZE DESCRIPTION; ODDS.** The Winner will receive four (4) tickets to the Houston Rockets vs. Boston Celtics game at Toyota Center in Houston, Texas, on Sunday, March 14, 2021 (together, the "Prize") (total approximate retail value of the Prize: \$500). Every aspect of the Prize, including but not limited to location of the tickets, will, in each case, be determined by the Houston Rockets and Southwest Airlines in its sole discretion, and all tickets shall be subject to the same rules and regulations as regularly sold tickets. Neither the Houston Rockets nor Sponsor shall be responsible for any expenses associated with the 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. Winner may not sell, assign, transfer, or substitute the Prize (or any portion of the Prize) or redeem the Prize (or any portion of the Prize) for cash value. Winner will be responsible for any federal, state, and local taxes associated with the Prize and for any expenses associated with the Prize does not include transportation. Winner may be required to sign, at the request of and in the sole discretion of the Houston Rockets or Southwest Airlines, a Release, an Affidavit of Eligibility, and/or a Prize Acceptance Form in order to receive the Prize (or any portion of the Prize). The Houston Rockets and Southwest Airlines reserve the right to substitute the Prize with any prize of greater or equal value.

- 6. LIMITATIONS ON LIABILITY. Neither the Houston Rockets nor Southwest Airlines 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 Southwest Airlines and will not be acknowledged or returned. By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, Southwest Airlines, 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 (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 Southwest Airlines, 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 Southwest Airlines 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 Southwest Airlines and may be changed from time to time without notice. The Houston Rockets and Southwest Airlines reserve the right to cancel or modify the Sweepstakes at any time without notice.
- 9. **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 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 Southwest Airlines 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 Southwest Airlines 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 Southwest Airlines, the Houston Rockets and Southwest Airlines shall have the right to modify, suspend, or terminate the Sweepstakes.
- 11. MARKETING DISCLAIMER. By entering the Sweepstakes, each Entrant agrees to receive communications from Southwest Airlines and/or the Houston Rockets, 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. **WINNER LIST.** To receive written confirmation of the Winner, mail a self-addressed, stamped envelope to: Southwest's Sunday Ticket Giveaway Sweepstakes, 1510 Polk Street, Houston, TX 77002, Attn: Avani Sharma. Requests must be received by June 30, 2021.