## A Night at the Orchestra Sweepstakes

## **Official Rules**

## No Purchase Necessary To Participate Or Win.

## Void Where Prohibited.

**1) Description**: The *A Night at the Orchestra* Sweepstakes ("**Promotion**") is a random draw promotion. Odds of winning depend upon the total number of eligible entries received during the Promotion Period. The Promotion is administered by Idea Rebel Interactive Inc. (the "**Promoter**").

**2)** Eligibility: The Promotion is open to residents of France (Métropolitaine) who are eighteen (18) years of age or older as at date of contest entry submission (each, an "Entrant").

Employees, officers, directors, agents and representatives of the Promoter, Brooklyn Nets, LLC ("**Sponsor**"), the National Basketball Association ("**NBA**") and its member teams, NBA Properties, Inc., and NBA Media Ventures, LLC (collectively, the "**NBA Entities**"), and each of their respective parent companies, subsidiaries, affiliates, officers, governors, owners, distributors, retailers, agents, advertising/promotion agencies (hereafter collectively, "**Released Parties**"), and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate in the Promotion or receive a prize.

**3) Promotion Period:** The Promotion starts at 10:00AM CET on 26 December 2023 and ends at 11:59PM CET on 3 January 2024 ("**Promotion Period**"). Registration and entries must be submitted during the Promotion Period.

**4)** To Participate: During the Promotion Period, visit <u>https://www.brooklynnetsinparis.com/</u>("Website") and click on the banners, buttons and/or links to access the Promotion registration page (the "Promotion Registration"). To register, complete and submit the Promotion Registration form according to the instructions provided. In addition, you may be asked if you wish to receive promotional emails from the Brooklyn Nets. Consenting to receive promotional emails is optional and is not required for participation in this Promotion and will not impact your chances of winning.

There is a limit of one (1) Promotion Registration form submission per person and per email address for the duration of the Promotion Period. Additional registration forms or entries received from any such person or email address after the entry is received from that person or email address will be void. The use of script, macro or any other device to automate or subvert the registration process is prohibited and all such registrations will be void. Incomplete entries will not be accepted and are automatically disqualified. Entries made on behalf of another person will not be accepted and joint submissions are not allowed.

It is free to register and to participate in the Promotion.

**5) Prize**: There will be one (1) winner (the "**Winner**") of the Promotion. The prize consists of the following components, with an approximate aggregate retail value of €1,000.00 (collectively, the "**Prize**"):

- Two (2) VIP tickets to the Notorious B.I.G. Orchestra on January 10, 2024 at the Théâtre du Châtelet in Paris, France (the "**Orchestra**")
- Two (2) round trip tickets for train travel from the closest major train stop to the Winner's residence in France to one of the following stations in Paris: Gare du Nord, Gare de l'Est, Gare d'Austerlitz, Gare de Bercy, Gare de Lyon, Gare Montparnasse, Gare Saint-Lazare

• One (1) hotel room for one (1) night for two (2) guests at a 3-4 star hotel in Paris on January 10, 2024. Hotel and room to be chosen by the Sponsor in their sole discretion

Winner can nominate one (1) friend or family member to attend with them (the "Guest").

All other costs and expenses associated with the acceptance and use of the Prize not specified herein as being awarded are the Winner's sole responsibility.

The Winner and the Guest must both be at least 18 years old unless the Guest is the child or other person for whom the Winner has parental or legal guardian responsibility.

In the event that the Winner or the Guest are unable to accept the Prize or are unable to travel or participate in any part of the Prize for any reason, the Winner in question will forfeit the Prize in its entirety and, time permitting, the Prize will be awarded to an alternate Winner that will be randomly selected from any other eligible Entrants. The Sponsor retains the right to postpone or substitute the Prize with an item(s)/activity(s) of comparable or greater value as determined solely by the Sponsor and no additional compensation prize, cash or other alternative will be awarded to the Winner in such event.

If the Orchestra is canceled or postponed for any reason, the Sponsor will reschedule or substitute that Prize with an item(s)/activity(s) of comparable or greater value as determined solely by the Sponsor and no additional compensation prize, cash or other alternative will be awarded to the Winner in such event.

The Winner and the Guest must comply with all Orchestra venue rules and regulations. Failure to do so may result in the forfeiture of the Prize element. Exact tickets and seat locations at the venue for the Orchestra are to be determined by the Sponsor in its sole discretion. The Prize is not negotiable or transferable.

**6) Winner Determination:** At or about 1:00 AM CET on 4 January 2024 (the "**Draw Date**"), one (1) potential Prize winner will be selected by random draw from among all eligible entries received in accordance with these Rules (as determined by the Sponsor at its sole discretion) (the "**Winner**"). Odds of winning depend upon the total number of eligible entries received by the Sponsor during the Promotion Period.

**7) Winner Notification:** The Winner will be notified on or about 4 January 2024 by e-mail to the e-mail address provided during the registration process. Entrants are solely responsible for checking their e-mail inboxes to see if they are the Winner.

To claim the Prize, the Winner must follow and complete the instructions in the win notification email within twenty-four (24) hours of the email notification being sent to the Winner. If the Winner does not claim the Prize within this timeframe, the Winner's claim will be automatically withdrawn and the Sponsor will re-award the Prize to an alternate Winner selected by random draw in accordance with these Official Rules.

If the Prize remains unclaimed by 9 January 2024 at 12:00pm CET, the Sponsor reserves the right to cancel the awarding of the unclaimed Prize.

The Sponsor does not accept any responsibility if the Winner is unable to claim the Prize.

The potential Winner (if applicable) will be required to execute and return an Affidavit of Eligibility, Liability Release and any other documents required by Sponsor within one (1) day of date of receipt of documents. The Guest (or the Winner if the Guest is the Winner's child or legal ward) must also

execute and return an Affidavit of Eligibility, Liability Release and any other documents required by Sponsor within one (1) day of date of receipt of documents.

If the e-mail notifying the Winner is returned as undeliverable, or if a potential Winner is not in compliance with these Official Rules, such potential Winner will be disqualified and, time permitting, Sponsor will re-award the applicable prize to an alternate Winner selected in accordance with these Official Rules (if one exists).

The Prize will be awarded to the person named on the applicable Promotion Registration form regardless of whether that is the authorized account holder of the email address from which said Promotion Registration form was submitted (subject to verification of eligibility and compliance with the terms of these Official Rules).

**8) Miscellaneous:** By participating in the Promotion, each Entrant accepts and agrees to accept and be bound by these Official Rules and by the decisions of the Sponsor, which shall be final and binding in all respects.

No transfer, assignment, cash redemption, or substitution of the Prize (or portion thereof) is permitted.

The Released Parties and their parents, affiliated and subsidiary companies and advertising and promotion agencies are not responsible for lost, incomplete, inaccurate, garbled, late, delayed, undelivered or misdirected entries, registrations, usernames, NBA team submissions (including but not limited to the predictions, selections or revisions); theft, destruction or unauthorized access to, or alteration of, NBA team; failures or malfunctions of phones/mobile devices (including wireless phones/handsets or other wireless devices); interrupted or unavailable network, server, Internet Service Provider (ISP) or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including, but not limited to, any injury or damage to Entrant's or any other person's computer or mobile device related to or resulting from participation in this Promotion; printing errors in any Promotion-related advertisements or other materials; the cancellation, suspension or preemption of NBA games, scoring tabulation or timing errors.

By entering, each Entrant agrees that the Released Parties shall have no liability and will be held harmless by Entrant for any claim, action, liability, loss, injury or damage (x) to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any Prize, any other Prize-related activity, and any travel or travel-related activity thereto or participation in this Promotion, and (y) any and all taxes and other fees applicable to the prizes received by the Winner and the Guest. Nothing in these Official Rules shall exclude the Released Parties' liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.

The Released Parties, in their sole discretion, reserve the right to: 1) disqualify any person (and void his/her points) who tampers with the submission process, the operation of the Promotion, or any other component of this Promotion, or who is otherwise in violation of these Official Rules; and 2) modify to the minimum extent necessary, suspend or terminate this Promotion (or any portion thereof) should virus, bugs, non-authorized human intervention or other causes, including but not limited to war, strikes, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of this Promotion. The Released Parties reserve the right to halt or modify the Promotion at any time during the Promotion Period if events beyond its control compromise the Promotion's fairness or integrity.

The Promoter and/or Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the Official Rules of the Promotion. This is a Promotion designed to increase consumer awareness of and interest in the Released Parties' service.

In the event that the Promotion is challenged by any legal or regulatory authority, Released Parties reserve the right to discontinue or modify the Promotion. In such event, the Sponsor shall have no liability to any Entrants who are disqualified due to such an action. In the event of any ambiguity(s) or error(s) in these Official Rules, the Released Parties reserve the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the Official Rules of the Promotion.

9) Limitation of Liability and Disclaimer of Warranties: IN NO EVENT WILL THE RELEASED PARTIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL ARISING OUT OF YOUR ACCESS TO AND USE OF THE PRIZE AND/OR THE PROMOTION, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE PROMOTION. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100. WITHOUT LIMITING THE FOREGOING, EVERYTHING IN THE PROMOTION INCLUDING THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**10) Privacy:** Information submitted by Entrant will be subject to Sponsor's and the Promoter's Privacy Policies. The Sponsor and Promoter collect personal data from Entrants when they enter the Promotion. Personal data collected from the website is subject to the Sponsor's privacy policy located at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a> and the Promoter privacy policy located at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a> and the Promoter privacy policy located at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a> and the Promoter privacy policy located at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a> and the Promoter privacy policy located at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-policy">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a> and the Promoter privacy policy located at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-policy">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a> and the Promoter privacy policy located at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-policy">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a> and will be handled consistent with these policies and subject to any specific privacy choices communicated to the Sponsor. By entering the Sweepstakes, Entrant has read and agreed to the privacy policies, and that Entrant consents to the collection, use and disclosure of Entrant's personal information in accordance with the Policies. By entering the Sweepstakes, Entrant also agrees that if he/she is selected as the Winner, then he/she is bound by Sponsor's Terms & Conditions.

Additional questions regarding this privacy policy can be sent to the following:

- By writing to us at Brooklyn Nets, LLC, 168 39th Street, 7th Floor, Brooklyn, NY, 11232.
- By sending an email to <u>privacy@bseglobal.net</u>; or
- By calling us at 888-845-3162

Personal information may also be disclosed to third parties solely to administer the Promotion and award the Prize.

**11)** These Official Rules are governed by French law. The courts of France shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Promotion or these Official Rules.

**12)** The Promotion and the terms and conditions contained in these Official Rules are subject to all National Basketball Association ("**NBA**") rules, regulations, resolutions, and agreements, as they may be modified or amended from time to time.

**13) Sponsor**: Brooklyn Nets, LLC, 168 39<sup>th</sup> Street, 7<sup>th</sup> Floor, Brooklyn, NY, 11232. **Promoter**: Idea Rebel Interactive Inc., 501 - 1489 Marine Drive, West Vancouver, BC Canada V7T 1B8.