## **BROOKLYN NETS OPENING NIGHT TICKET SWEEPSTAKES:**

## OFFICIAL SWEEPSTAKES RULES

1. Sweepstakes Description: The following terms and conditions apply to that certain Brooklyn Nets, LLC ("BKLYN")-administered sweepstakes known as the Brooklyn Nets Opening Night Ticket Sweepstakes (the "Sweepstakes"). An individual who, during the Sweepstakes Period (as defined below). completes and submits that certain Sweepstakes entry form available https://netscontests.com/opening-night, will be provided with a chance to win (i) two (2) tickets to the 2024-25 Brooklyn Nets regular season home opener game on October 27, 2024 at Barclays Center (specific tickets, and seat locations shall be determined by BKLYN in its sole discretion), and one (1) Fanttik electric tire inflator (the "Prize"; all specifications and details relating to the Prize shall be determined by BKLYN in its sole discretion).

ARV of the Prize: \$250

- **2. Sweepstakes Period:** The "Sweepstakes Period" means the period of time beginning at 10:00 AM ET on October 23, 2024 and ending at 6:59 PM ET on October 25, 2024. In order to qualify, entries must be received during the Sweepstakes Period. Any entries received thereafter shall be null and void, and ineligible for the Sweepstakes. BKLYN is not responsible for late, incomplete, or misdirected entries, nor is it obligated to publicly announce the Sweepstakes results.
- **3.** To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Sweepstakes, an eligible entrant ("Entrant") must during the Sweepstakes Period, enter the Sweepstakes in the manner described in Section 1 above.

Limit: One (1) entry per person during the Sweepstakes Period. If an Entrant completes multiple entry forms, only the first entry will be considered. All entries become the property of BKLYN.

By entering the Sweepstakes in the manner described above, an Entrant consents (a) to being contacted by BKLYN, KBJ Trading LLC d/b/a Fanttik ("Fanttik") and their respective affiliates and designees; and (b) to be bound by, and comply with, all of the terms and conditions set forth in these Official Sweepstakes Rules.

- **4. Eligibility: VOID WHERE PROHIBITED.** Entrants must be at least 18 years of age at the time of entry and reside within the State of New York, New Jersey, or Connecticut. Sweepstakes is void where prohibited or restricted by law. Employees, officers and directors (and their parents, siblings, spouses and children) of (a) BKLYN and Fanttik; (b) their advertising or promotional agencies; and (c) their respective parents, subsidiaries or affiliates, are not eligible to participate in the Sweepstakes. By entering the Sweepstakes, Entrants agree to accept and be bound by all terms of these Official Rules and that the decisions of BKLYN are final and binding in all matters.
- **5. Selection of the Winner and Notification:** Subject to the terms and conditions set forth herein, there will be one (1) Prize winner (the "<u>Winner</u>"), randomly selected from among all qualifying Entrants. The Winner will be chosen on or about October 25, 2024.

The Winner will be notified via email on or about October 25, 2024. If the Winner: (a) is unreachable; (b) does not make direct contact with BKLYN by the date specified in the notification message; or (c) fails to accept the Prize, BKLYN reserves the right, in its sole and absolute discretion, to disqualify such Winner

and, to select a replacement Winner from the remaining qualifying Entrants. BKLYN shall not be responsible for failed attempts to notify the Winner and no responsibility is assumed by BKLYN for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winner. Odds of winning depend upon the number of eligible entries received.

- **6. Winner Verification:** Upon the request of BKLYN, the Winner must sign and return the following documents: (a) an affidavit of eligibility; (b) a liability/publicity release in form and substance satisfactory to BKLYN; and (c) any other releases and waivers requested by BKLYN, releasing BKLYN from any and all liability, loss, claims, demands and causes of action for or related to personal injury, illness (including, without limitation, COVID-19), damage, theft, loss, or any other harm suffered in connection with the Sweepstakes or the Prize. If any of the foregoing documents are not completed, signed, and returned prior to deadline noted therein, or if the Winner is deemed by BKLYN to be ineligible or not to have complied with these Official Sweepstakes Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining eligible entries, time permitting.
- 7. Prize Conditions, Terms and Restrictions: Only the Prize described in these Official Sweepstakes Rules shall be awarded and no substitutions, cash equivalents and/or redemptions shall be made, except that, in the event of Prize unavailability, BKLYN reserves the right to substitute the Prize with another prize of equal or greater value, in BKLYN's sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. Unless otherwise set forth herein, the Winner shall be solely responsible for any and all costs not specifically described as part of the Prize including any and all of his/her travel expenses and accommodations.

Any difference in the stated ARV and the actual value at time of booking will not be awarded. The value of the Prize may be taxable as income and the Winner is solely responsible for any taxes, including but not limited to all applicable federal, state, and local taxes that become due with respect to the value of the Prize. In the event any component of the Prize is cancelled, delayed, unavailable, or postponed for any reason outside the control of the Sponsor, Sponsor will have no further obligation. In the event the Winner and/or their guest engage in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the event attendance or other applicable experience early, in whole or in part, with no further compensation.

Except where prohibited by law, Prize acceptance constitutes a release granting BKLYN and Fanttik the right to use the Winner's names, likenesses, statements (if true), biographical information, voices, and cities and states of residence for advertising, marketing and publicity purposes on a worldwide basis (without review by the Winner) and in all forms of media, without compensation, remuneration, or other authorization. BKLYN and Fanttik expressly disclaim any responsibility or liability in connection with injury, illness, or loss to any person or property relating to redemption of the Prize. BKLYN and Fanttik make no representations or warranties in connection with the Prize. Restrictions, conditions and limitations apply.

**8.** Posting Terms and License to Use Entrant Personal Information: In order to promote, market and publicize the Sweepstakes, BKLYN and its affiliates may require a license to use any and all information, materials and content submitted in the Sweepstakes including, but not limited to, each Entrant's name (and likeness), biographical information, and any other personal information submitted. Accordingly, by submitting an entry, each Entrant expressly grants to BKLYN a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however BKLYN may deem fit in its sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry.

- 9. Sweepstakes Conditions: The Sweepstakes is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or in these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by the Winner will result in the Winner's disqualification as the Winner and all privileges as the Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS BROOKLYN NETS, LLC, KBJ TRADING LLC D/B/A FANTTIK, THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER CLUBS, NBA PROPERTIES, INC., BROOKLYN EVENTS CENTER, LLC, AEG MANAGEMENT BROOKLYN, LLC, BROOKLYN ARENA LOCAL DEVELOPMENT CORPORATION, AND EACH OF THEIR RESPECTIVE OWNERS, AFFILIATES, AND SUBSIDIARIES, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, SPONSORS, LANDLORDS, TENANTS, LICENSEES, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY OR PARTICIPATION IN THE SWEEPSTAKES.
- 10. Limitations of Liability: BKLYN shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. BKLYN may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or BKLYN representatives or employees. If, for any reason, the Sweepstakes is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of BKLYN which, in the sole opinion of BKLYN, corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, then BKLYN reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select the Winner based on entries received prior to the action taken.
- 11. Claims/Choice of Law: (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of Entrants and/or BKLYN in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of New York. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of New York and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or Official Sweepstakes Rules.
- **12. Winner List:** For a copy of the name of the Winner, send a postage paid, self-addressed envelope, or email, to:

Brooklyn Nets Attn: Luke O'Shaughnessy 168 39<sup>th</sup> Street, 7<sup>th</sup> Floor

## Brooklyn, New York 11232 loshaughnessy@bseglobal.net

Requests must be received within thirty (30) days of the date the Sweepstakes officially ends.

- **13. NBA Rules**: The Sweepstakes and the terms and conditions contained herein shall be governed by all National Basketball Association ("<u>NBA</u>") rules, regulations, resolutions, and agreements, as they may be modified or amended from time to time.
- **14. Privacy Policy:** Any personally-identifiable information collected during a recipient's participation in the Sweepstakes will be collected by BKLYN, and/or its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and for other uses (including marketing and advertising) in accordance with the privacy policy stated at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a> (the "Policy"). By participating in this Sweepstakes, you consent to the Policy.