## BROOKLYN NETS SCHEDULE RELEASE 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 Schedule Release 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/us/schedule-release/, will be provided with a chance to win two (2) VIP tickets to the Brooklyn Nets 2024-25 regular season home opener at Barclays Center in Brooklyn, New York (inclusive of access to the Barclays Center VIP club currently known as "Qatar Club" for such game) (the "Prize"; all specifications and details relating to the Prize, including, without limitation, specific tickets and seat locations, shall be determined by BKLYN in its sole discretion).

ARV of the Prize: \$1,500

- **2. Sweepstakes Period:** The "Sweepstakes Period" means the period of time beginning at 6:00 AM ET on August 19, 2024, and ending at 11:59 PM ET on September 16, 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 above. By submitting an entry, each Entrant agrees to BKLYN's Terms of Use available at <a href="https://www.nba.com/termsofuse">https://www.nba.com/termsofuse</a> and Privacy Policy available at <a href="https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf">https://www.bseglobal.net/pdf/BSE-Privacy-Policy-2023.pdf</a>.

Limit: one (1) entry per person. If an Entrant completes more than one (1) survey entry form, only the first survey entry form 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 and its 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 or Ticketmaster, L.L.C. ("<u>Ticketmaster</u>"); (b) their respective advertising or promotional agencies; and (c) their respective parents, subsidiaries or affiliates, are not eligible to participate in the Sweepstakes.
- **5. Selection of the Winners and Notification:** Subject to the terms and conditions set forth herein, there will be four (4) Prize winners (each, a "<u>Winner</u>"), randomly selected from among all qualifying Entrants. The Winners will be chosen on or about October 1, 2024.

Each Winner will be notified via email on or about October 3, 2024. If a 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 a Winner and no responsibility is assumed by BKLYN for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify a Winner. Odds of winning depend upon the number of eligible entries received.

- **6. Winner Verification:** Upon the request of BKLYN, each 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 Ticketmaster; and (c) any other releases and waivers requested by BKLYN or Ticketmaster, releasing BKLYN and Ticketmaster from any and all liability, loss, claims, demands and causes of action for or related to personal injury, 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 a 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, each 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.

Except where prohibited by law, Prize acceptance constitutes a release granting BKLYN and Ticketmaster the right to use such 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 such Winner) and in all forms of media, without compensation, remuneration, or other authorization. BKLYN and Ticketmaster expressly disclaim any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. BKLYN and Ticketmaster 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, Ticketmaster and their respective 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 and Ticketmaster a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however BKLYN and/or Ticketmaster may deem fit in their sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry, including, without limitation, to send marketing communications related to BKLYN, Ticketmaster, and/or their respective affiliates.
- **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 any Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS BROOKLYN NETS, LLC, TICKETMASTER L.L.C., 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 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 Winners 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, BKLYN, and/or Ticketmaster 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. Winners List:** For a copy of the name of the Winners, send a postage paid, self-addressed envelope, or email, to:

Brooklyn Nets Attn: Nate Syken 168 39<sup>th</sup> Street, 7<sup>th</sup> Floor Brooklyn, New York 11232 nskyen@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.

Ticketmaster is not a sponsor of this Sweepstakes, and is no way responsible for the administration of the Sweepstakes, the verification of Winners or the fulfillment of prizing. All inquiries regarding the Sweepstakes should be directed to Brooklyn Nets.

Ticketmaster is a registered trademark of Live Nation Entertainment, Inc.

## **ABBREVIATED RULES:**

## NETS SCHEDULE RELEASE SWEEPSTAKES

NO PURCHASE NECESSARY. The Sweepstakes is offered only to legal United States residents of the state of New York, New Jersey, and Connecticut who are at least eighteen (18) years of age at the time of entry. Sweepstakes ends at 11:59 pm ET on 09/21/2023. Void where prohibited by law. Official Sweepstakes rules at [insert link to rules]. SPONSOR: Brooklyn Nets