

PHOENIX SUNS & SCHWARTZ LASER EYE CENTER
“FREE Lasik Eye Promotion”
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

- 1. AGREEMENT TO OFFICIAL RULES:** Participation in the “Free Lasik Eye Surgery Promotion” (the “Promotion”) constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor and Administrator (as defined below), which are FINAL AND BINDING in all respects. RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. ELIGIBILITY:** The Promotion is open to legal residents of Arizona, who at the time of participation, are at least eighteen (18) years of age or older. Only one (1) individual may be identified as an entrant. All directors, officers, volunteers and employees of Suns Legacy Partners, L.L.C., dba the Phoenix Suns, (“Administrator”), Schwartz Laser Eye Center (“Sponsor”), the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, L.L.C., Phoenix Arena Development Limited Partnership d/b/a Talking Stick Resort Arena, and each of their respective companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Promotion agencies, and each of their immediate family members (spouses, parents, children and siblings, and their respective spouses), and those living in the same household as each, are not eligible to participate in or win any prize in the Promotion.

Candidacy will be determined at the initial consultation. Depending on eligibility winner may be a candidate for one of the following procedures; LASIK, Epi-LASIK or PRK.

PLEASE NOTE: Patients who are pregnant or nursing are required to wait 3 months post-delivery and/or nursing to have any LASIK procedure performed. Due to hormone fluctuations that occur during pregnancy and while breastfeeding this can alter a patient's degree of nearsightedness, farsightedness, and astigmatism.

Contact Lens Removal Policy:

- (A) Soft, daily wear or soft Toric contacts must be removed at least 7-10 days prior to your Consultation (Complete Eye Exam).
 - (B) Hard or Gas Permeable contact lenses must be removed for at least 30 days prior to your Consultation (Complete Eye Exam).
 - (C) If you sleep in your soft contacts on a regular basis, remove them two weeks prior to your Consultation (Complete Eye Exam).
- 3. ODDS OF WINNING:** The odds of winning a prize will depend on the number of eligible entries received during the Promotion Period (as defined below).
 - 4. PRIZE(S):** The following Grand Prize will be awarded to the Grand Prize Winner.

- (a) One (1) Lasik Eye Procedure provided by Sponsor. Approximate Retail Value (“ARV”) is FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). No cash redemption, substitution or transfer of Prize permitted, except by Sponsor.
- (b) One (1) Phoenix Suns experience that includes: four (4) Pacific Office Automation Courtside Club tickets to the January 10, 2020 Phoenix Suns' game versus the Orlando Magic (courtesy of the Phoenix Suns and Schwartz Laser Eye Center), to include food and non-alcoholic beverages (in the event the winner is less than twenty-one (21) years of age) swag bag containing Phoenix Suns' goodies and, a video feature. ARV is TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). The exact location of the Pacific Office Automation Courtside Club seats shall be selected by the Phoenix Suns.

Total ARV of all prizes is \$7,000.00.

The prizes are non-assignable and nontransferable. No cash equivalent of the Grand Prize will be awarded and the Grand Prize are not exchangeable or otherwise transferable. Sponsor reserves the right to substitute any prize in whole or in part with other prizes of comparable or greater value if the intended prize is not available for any reason, as determined by Administrator, in Administrator’s sole discretion.

The date and time of the games may be subject to change and cancellation. The terms and conditions of the tickets awarded as the prize shall govern in the event that the game is cancelled or rescheduled. The winner and guest(s) agree to comply with all applicable venue rules and policies in connection with the prize. The venue has the right to remove or to deny entry to any winner or guest who engages in a non-sportsmanlike or disruptive manner, or exhibits an intent to annoy, abuse, threaten or harass any other person at the game. Any comments made by a winner in a social media format containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous may disqualify the winner, at Administrator’s sole discretion. Administrator will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any game. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, parking, and ground transportation are the winners’ sole responsibility. All travel risks, insurance, loss or damage due to prize acceptance or use are the sole responsibility of the winners. Neither Administrator nor Sponsor nor their affiliates or subsidiaries will be responsible for any loss, liability or damage arising out of a winner’s acceptance or use of the prize.

- 5. **DISCOUNT COUPON OFFER:** All eligible Entrants who enter the Promotion during the Promotion Period will be eligible to receive a Schwartz Laser Eye Center discount coupon offer for \$500.00 off of any Lasik eye procedure provided by Sponsor before April 30, 2020. Discount coupon offers are only valid with Sponsor and may not be redeemed for cash. Administrator and/or Sponsor reserve the right to contact Entrants for additional information and to verify eligibility prior to awarding any discount coupon offer.
- 6. **PROMOTION PERIOD:** The Promotion will begin on Friday November 1, 2019 at 12:01 AM MST and end on Thursday November 29, 2019 at 12:01 PM MST (“Promotion Period”). The Administrator’s computer system shall be the official timekeeper.

- 7. HOW TO ENTER:** To enter the Promotion, during the Promotion Period, entrant must complete all non-optional data requested on the online entry form at www.suns.com. Limit of one (1) entry per person during the Promotion Period. Incomplete and duplicate entries will be void. All entries become the property of Administrator and Sponsor and will not be acknowledged or returned. All information submitted by entrants is subject to the privacy policy accessible at www.suns.com or by request.
- 8. WINNER(S) SELECTION:** Administrator will conduct one (1) random drawing on or about December 6, 2019 at 12:00 PM local Phoenix time, from all the eligible entrants received during the Promotion Period. All potential winners are subject to eligibility verification by Administrator. An Entrant is not a winner of any prize, even if notified of being a winner, unless and until the Entrant's eligibility has been verified.
- 9. WINNER(S) VERIFICATION:** Winner will be notified by email or by telephone and will be required to execute and return an affidavit of eligibility/liability release and, where lawful, a publicity release (collectively, the "Winner's Agreement") within seventy-two (72) hours of date of issuance. Each entrant understands that Sponsor or its respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the prize awarded to entrant from entrant's participation in the Promotion the form of an IRS Form W-9, or otherwise. Entrant must currently be a legal resident of the United States to be awarded any prize. Entrant understands that prior to being entitled to receive any prize, and prior to receiving any prize, entrant will first provide Administrator with all of entrant's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form 1099), and that Entrant's failure to provide such information to Administrator will result in entrant's automatic ineligibility to receive any prize. In the event: (a) such potential winner declines the prize in writing, (b) the Winner's Agreement or tax-related documents are not returned within the time period stated above, (c) prize or prize notification is returned as undeliverable, (d) the Administrator is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the prize will be forfeited and, at Administrator's sole discretion and time permitting, Sponsor may select an alternate winner from all remaining eligible entries. There will be three (3) alternate drawings for the prize after which such prize will remain un-awarded. Prizes will be fulfilled approximately seven (7) calendar days after the drawing. Limit one (1) prize per person/per authorized account holder/per household. "Authorized Account Holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute as to any e-mail entry submitted, e-mail entries submitted will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Proof of being the authorized account holder may be required.
- 10. TAXES AND EXPENSES:** Winner is responsible for all applicable taxes (including, but not limited to federal, state, local and/or income) and other fees and expenses associated with the prize.
- 11. CONDITION/USE RIGHTS:** Except where prohibited by law, by accepting any prize, each entrant and entrant's parent or legal guardian consents to Sponsor, Suns Legacy Partners, L.L.C., National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports and Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents right to print, publish, broadcast and use worldwide in any media now known or hereinafter

known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation (other than the specific prize described herein), for public relations, advertising and promotional purposes as may be determined by Administrator.

- 12. RELEASE AND LIMITATIONS ON LIABILITY:** As a condition of participating in the Promotion, entrants agree to release and hold harmless all directors, officers, volunteers and employees of Administrator, the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, L.L.C. d/b/a Talking Stick Resort Arena, Suns Legacy Partners, L.L.C. d/b/a the Phoenix Suns, Phoenix Arena Development Limited Partnership, the City of Phoenix and each of their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Promotion agencies (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Promotion or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or acceptance, receipt, use, or misuse of any prize, or travel to any Promotion-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation, invasion of privacy, or merchandise delivery. ENTRANT FURTHER AGREES TO RELEASE THE RELEASED PARTIES AND THEIR DESIGNEES AND ASSIGNS FROM ANY LIABILITY WHATSOEVER, AND TO WAIVE ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION OR ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS, COSTS, PERSONAL INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OR PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY. Administrator is not responsible if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 13. CANCELLATION/SUSPENSION:** If for any reason the Promotion is impaired in any way for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Promotion. If Administrator decides to reconvene the Promotion after a suspension, the determination of the prize winner(s) will be made, from among all eligible, non-suspect entries received as of the date of the suspension, as Administrator determines at its sole discretion.
- 14. DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Administrator reserve the exclusive right to disqualify any individual from the Promotion that it finds, in their sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, shall void all such entries by any such

methods, and shall disqualify any entrant using such methods from the current Promotion and any future promotions. CAUTION: Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Promotion may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, Administrator reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

- 15. DISPUTE RESOLUTION AND CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and or causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion, or the determination of the winner(s), shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by arbitration, to take place in Maricopa County, Phoenix, Arizona pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but SHALL NOT include attorneys' fees; and (c) under no circumstances will an entrant be permitted to obtain awards for and entrants hereby waive all rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and the Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona, excluding Arizona's conflicts of law doctrine.
- 16. WINNERS LIST:** For a list of winners, send a self-addressed, stamped envelope for receipt by December 20, 2019 to: Phoenix Suns, "Free Lasik Eye Procedure", c/o Stephanie Lovingood, 201 E. Jefferson Street, Phoenix, AZ 85004. For a copy of these Official Rules, please visit www.suns.com.
- 17. MISCELLANEOUS:** By entering this contest you agree and acknowledge that you may be contacted in the future by the Suns Legacy Partners, L.L.C.,- National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports and Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents, and your name and any other personal information you have provided will automatically be added to the "In The Post" and "Downtown Live" databases, from which you will receive e-mails containing news and Sweepstake information at the e-mail address which you have provided.
- 18. PRIVACY.** By participating in the Contest, Entrant authorizes Suns Legacy Partners, L.L.C. and Schwartz Laser Eye Center to collect, use, process, transfer and store all data provided by Entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that such parties deem necessary, whether within Entrant's country of residence or elsewhere, and with such party(ies) as Sponsor and Administrator deem appropriate, for purposes of administration of the Contest. All information submitted to Sponsor and Administrator as part of this Contest will be treated in accordance with each party's privacy policy, <http://www.nba.com/suns/fans/promotionsevents.html>. Personal information will be used only to: (a) provide information about the Contest; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from Sponsor and Administrator on the entry form, to send additional information to that entrant during or after the Promotion Period (Entrant may opt out at any time from receiving additional information from sponsor in accordance with

Sponsor's and Administrator's Entity's privacy policy). Entrants to the Contest will be given the option to receive commercial e-mails from the Sponsor and the Administrator; however, eligibility to participate in the Contest is not dependent upon Entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data requested on the entry forms to be eligible. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy statements of the Sponsor and the Administrator.

19. SPONSORED BY: Schwartz Lasik Eye Center.

20. ADMINISTERED BY: Suns Legacy Partners, L.L.C.

ALL RIGHTS RESERVED.