

“Watch & Win Promotion”
First Amended Official Rules
(Date of Amendment: 12/10/18)

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 “Watch & Win Promotion” (the “Promotion”) constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Administrator (as defined below), which are FINAL AND BINDING in all respects. RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

2. **ELIGIBILITY:** The Promotion is open to legal residents of the United States who, at the time of participation, are at least eighteen (18) years of age or older and reside within the State of Arizona. Only one (1) individual may be identified as an entrant. All current and former directors, officers, volunteers and employees of Suns Legacy Partners, L.L.C. d/b/a the Phoenix Suns (“Administrator”), the National Basketball Association (the “NBA”) and its member teams, NBA Properties, Inc., Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership d/b/a Talking Stick Resort Arena, Phoenix Mercury Basketball, LLC d/b/a the Phoenix Mercury, and each of their respective companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and promotion agencies (collectively, the “Promotion Parties”), 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. A Grand Prize Winner (as defined below) shall also be deemed ineligible if: (i) he/she is a current or former professional or semi-professional basketball player or coach who has played or coached at that level anywhere in the world; (ii) current or former college or Olympic basketball players or coaches who have played or coached at that level anywhere in the world; or (iii) current or former high school basketball players or coaches who have played or coached at that level anywhere in the world within the past five (5) years.

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). As used herein, “Winner” shall mean the recipient of a Prize.

4. **PRIZES:** There are two (2) types of prizes as described below (each, a “Prize” and collectively, the “Prizes”):
 - (a) Per-Broadcast Prize. Each Per-Broadcast Winner (as defined below) will receive the prize identified by Broadcast Date in the table below (each, a “Per-Broadcast Prize”). Winners of the Per-Broadcast Prizes for the December 10, December 17, December 22, December 23, December 26 and December 28 Broadcast Dates will receive the two-hundred and fifty dollar (\$250.00) cash prize in a deposit made directly to the Per-Broadcast Winner's PayPal account. Limit one (1) Per-Broadcast Prize per person/per Authorized Account Holder (as defined below)/per household.

Broadcast Date	Phoenix Suns vs	Per-Broadcast Prize	Prize 1 ARV	Prize 2 ARV	Total ARV
December 10	Los Angeles Clippers	\$250 + Devin Booker Autographed Jersey	\$250	\$350	\$600
December 11	San Antonio Spurs	Apple TV 4K	\$195	--	\$195
December 13	Dallas Mavericks	No FSAZ Broadcast	--	--	--
December 15	Minnesota Timberwolves	Beats By Dre Headphones	\$330	--	\$330
December 17	New York Knicks	\$250 + Deandre Ayton Autographed Basketball	\$250	\$250	\$500
December 19	Boston Celtics	Apple 3 Series Watch	\$305	--	\$305
December 22	Washington Wizards	\$250 + Apple TV 4K	\$250	\$195	\$445
December 23	Brooklyn Nets	\$250 + Mikal Bridges Autographed Basketball	\$250	\$250	\$500
December 26	Orlando Magic	\$250 + Apple 3 Series Watch	\$250	\$305	\$555
December 28	Oklahoma City Thunder	\$250 + Beats By Dre Headphones	\$250	\$330	\$580

December 29	Denver Nuggets	Jamal Crawford Autographed Basketball + 50" Television	\$250	\$305	\$555
December 31	Golden State Warriors	TJ Warren Autographed Jersey + 50" Television	\$350	\$305	\$655

- (b) **Grand Prize.** One (1) Grand Prize Winner (as defined below) will receive the following (collectively, the “Grand Prize”): (i) two (2) tickets for the Grand Prize Winner and one (1) guest to attend the Phoenix Suns vs. Portland Trail Blazers game on Thursday, January 24, 2019, at Talking Stick Resort Arena (the “Designated Game”), in seat locations to be determined by Administrator in its sole discretions (Approximate Retail Value: \$250.00); and (ii) the option of selecting either the opportunity for the Grand Prize Winner to take: (x) a single half-court basketball shot during the Designated Game (the “Half-Court Shot”), which, if such Half-Court Shot is successfully made, will entitle the Grand Prize Winner to receive a one-million dollar (\$1,000,000.00) cash prize deposited directly into the Grand Prize Winner’s PayPal account; or (y) an official NBA three-point shot during the Designated Game (the “3-Point Shot”), which, if such 3-Point Shot is successfully made, will entitle the Grand Prize Winner to receive a twenty-thousand dollar (\$20,000.00) cash prize deposited directly into the Grand Prize Winner’s PayPal account.
5. **PROMOTION PERIOD:** The Promotion began on Friday, November 2, 2018, at 7:00 PM Mountain Standard Time (“MST”), and end on Monday, December 31, 2018, at 11:59 PM MST (“Promotion Period”). Notwithstanding the foregoing, the Promotion as it applies to each respective Game (as defined below) shall begin at the commencement of the respective Broadcast (as defined below) and shall end at 11:59 PM MST on the date of such Game (each, a “Game Promotion Period”). The Administrator’s computer system shall be the official timekeeper.
 6. **HOW TO ENTER:** At the conclusion of the first (1st) and third (3rd) quarter of each of the thirty-one (31) Phoenix Suns games (each, a “Game”) broadcast on FS Arizona during the Promotion Period (each, a “Broadcast”), a unique code word will appear during the commercial break and fans will be instructed to visit <http://www.suns.com/watch> to correctly enter the applicable code word. To enter the Promotion, during a Game Promotion Period, an eligible entrant must complete and submit all non-optional data requested on the online entry form at <http://www.suns.com/watch>. All information submitted online by entrants is subject to the privacy policy accessible at www.suns.com or by request. As an alternative method of entry, entrant must submit entrant’s name, address, zip code, age, e-mail address and day and evening telephone numbers on a 3” x 5” card mailed to: “Watch and Win Promotion, Attn: Nicole Strunks, 201 E. Jefferson, Phoenix, Arizona 85004,” for receipt by 12:00 AM MST on the day of the Winner Selection in accordance with [Section 7](#) herein. Any entry received that does not include the correct non-optional data at the time submitted will be void. All entries become the property of the Administrator and will not be acknowledged or returned. Incomplete and duplicate entries will be void.
 7. **WINNER(S) SELECTION:** Administrator will conduct one (1) random drawing after each of the thirty-one (31) Phoenix Suns Game Broadcasts on FS Arizona during the Promotion Period in which Administrator will randomly select one (1) Per-Broadcast Prize winner from all eligible entries (each, a “Per-Broadcast Winner”). Administrator will also conduct one (1) random drawing on January 22, 2019, in which Administrator will randomly select one (1) Grand Prize winner from all eligible entries (the “Grand Prize Winner”). 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.
 8. **WINNER(S) NOTIFICATION AND VERIFICATION:** The Per-Broadcast Winner for each Game will be notified during the *Suns Live* pregame broadcast for the subsequent Game and will be required to confirm its acknowledgement of selection by emailing watchandwin@suns.com within twenty-four (24) hours of such *Suns Live* pregame broadcast. The Grand Prize Winner will be notified by email or by telephone on January 22, 2019 and will have twenty-four (24) hours from the delivery of such notice to confirm the Grand Prize Winner’s acknowledgement of selection and notify Administrator of the Grand Prize Winner’s decision to participate in either the Half-Court Shot or the 3-Point Shot. If necessary, Administrator may randomly select an alternate

Winner from all remaining eligible entries. If elected by Administrator, there will be up to three (3) alternate random drawings for the Grand Prize Winner, provided that any such alternate Grand Prize Winner must execute the Winner's Agreement and Contestant Agreement on or prior to 5:00 PM MST on January 23, 2019, after which such opportunity may remain unawarded. Each Winner shall execute and return an affidavit of eligibility, liability release and, where lawful, publicity release (collectively, the "Winner's Agreement") in such form as dictated by Administrator in its sole discretion, within twenty-four (24) hours of its acknowledgement of selection. The Grand Prize Winner shall additionally be required to execute a Contestant Agreement to Participate (the "Contestant Agreement") in such form as dictated by Administrator in its sole discretion prior to participating in the Half-Court Shot or 3-Point Shot. Each entrant understands that Administrator 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-2G, 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 5754), 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) a 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) any Prize or selection notification is returned as undeliverable; (d) the Administrator is unable to contact a potential winner within a reasonable time period; or (e) 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, Administrator may select an alternate winner from all remaining eligible entries.

9. 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.

10. PRIZE CONDITIONS & USE RIGHTS: Winner must have a valid PayPal account (existing or new) in order to receive any Prize. Limit one (1) Per-Broadcast Prize per person/per Authorized Account Holder/per household. "Authorized Account Holder" means 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 address submitted, the entry 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. The right to receive any Prize is non-assignable and non-transferable, and no Prize substitution, exchange, cash, or cash equivalent will be allowed, in each case, except as permitted by Administrator, who reserves the right to substitute any Prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason, as determined by Administrator in its sole discretion. The date and time of games may be subject to change and cancellation. The Winner and any of his or her guest(s) (if applicable) 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 or around the venue. 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 Administrator's control that may cause the cancellation or postponement of any game. All other expenses and costs not expressly listed herein, including, but not limited to, federal, state, and local taxes, parking, and 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 Winner. Except where prohibited by law, by accepting any Prize, each entrant and entrant's parent or legal guardian consents to the Promotion Parties and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents (including without limitation, Interactive Promotions Group), the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the Winner's name, address, voice, statement, picture and other likeness, in perpetuity, without additional compensation (other than the specific Prize described herein) to Winner, his or her successors or assigns or any other party, for public relations, advertising and other promotional purposes as may be determined by Administrator.

- 11. 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 the Promotion Parties and the City of Phoenix (collectively, 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 of 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.
- 12. 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 Winner(s) will be made, from among all eligible, non-suspect entries received as of the date of the suspension, as Administrator determines in its sole discretion.
- 13. DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Administrator reserves the exclusive right to disqualify any individual from the Promotion that it finds, in its 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, the 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.
- 14. 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.

15. **WINNERS LIST:** For a list of winners, send a self-addressed, stamped envelope for receipt by January 21, 2019 to: Phoenix Suns, "Watch & Win Promotion, c/o Nicole Strunks, P.O. Box 1369, Phoenix, AZ 85004." For a copy of these Official Rules, please visit www.suns.com.
16. **MISCELLANEOUS:** By entering this Promotion, entrant agrees and acknowledges that he or she may be contacted in the future by the Promotion Parties and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents (including without limitation, Interactive Promotions Group).
17. **PRIVACY:** By participating in the Promotion, Entrant authorizes Administrator 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 Administrator deems appropriate, for purposes of administration of the Promotion. All information submitted online by entrants is subject to the privacy policy accessible at www.suns.com or by request. Personal information will be used only to: (a) provide information about the Promotion; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from Administrator on the online 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 in accordance with Administrator's privacy policy). Entrants to the Promotion will be given the option to receive commercial e-mails from the Administrator; however, eligibility to participate in the Promotion is not dependent upon entrant's consent to receive such e-mails. 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 Administrator.
18. **ADMINISTERED BY:** Suns Legacy Partners, L.L.C.

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