

PHOENIX SUNS
“Inside The Huddle Sweepstakes”
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID IN ALASKA, HAWAII, PUERTO RICO, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. AGREEMENT TO OFFICIAL RULES:** Participation in the “Inside The Huddle Sweepstakes” (the “Sweepstakes”) constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor (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 Sweepstakes is open to legal residents of Arizona, who at the time of participation, are eighteen (18) years of age or older, and, who have a valid email address (the “Entrant”). All directors, officers, volunteers and employees of Suns Legacy Partners, LLC d/b/a the Phoenix Suns (“Sponsor”), the National Basketball Association and its Teams, NBA Properties, Inc., (collectively, the “NBA”) Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership d/b/a Talking Stick Resort Arena (the “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, 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 Sweepstakes.
- 3. ODDS OF WINNING:** The odds of winning a prize will depend on the number of eligible entries received during the Sweepstakes Period (as defined below).
- 4. SWEEPSTAKES PERIOD:** The Sweepstakes will begin on Saturday, June 1, 2019 at 12:01 AM Mountain Standard Time (“MST”) and end on Thursday, June 19, 2019 at 11:59 PM MST (“Sweepstakes Period”). The Sponsor’s computer system shall be the official timekeeper of this Sweepstakes.
- 5. HOW TO ENTER:** To enter the Sweepstakes, during the Sweepstakes Period, entrant must complete all non-optional data requested on the online entry form at <http://www.nba.com/suns/draftpartyrvsp> or <http://www.nba.com/suns/insidethehuddle>. Incomplete and duplicate entries will be void. All entries become the property of the Sponsor and will not be acknowledged or returned. All information submitted by entrants is subject to the privacy policy accessible at www.nba.com/suns/promotions or by request.
- 6. PRIZE(S):** The winner of the Sweepstakes (the “Winner”) will receive two (2) tickets to the Phoenix Suns' Inside The Huddle event on June 24, 2019 at the Hotel Palomar in Phoenix, Arizona (the “Event”) along with a Suns' Prize Pack (collectively, the “Prize”).

Approximate Retail Value of the Prize is \$486.

There will be no substitutions if the Winner is unable for any reason to attend the Event. If the Event is canceled or postponed for any reason, no tickets will be provided in lieu thereof, nor will Sponsor award an alternate prize or cash value of Event tickets. Event tickets are subject to certain terms and conditions as specified by issuer.

Prize must be accepted as awarded or Prize will be forfeited and awarded to an alternate winner. All costs and expenses associated with Prize acceptance and use are the sole responsibility of the Winner. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor. Prize may not be assigned or sold to a third party. Prize cannot be used in conjunction with any other Promotion, Sweepstakes or Offer. Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable. No refunds or credit for changes are allowed. Sponsor will not be responsible for any loss, liability or damage arising out of the Winner's acceptance or use of the Prize.

The date and time of the Event 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 Event is cancelled or rescheduled. The winner agrees 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 Event. 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 the Event. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, are the Winners' sole responsibility.

- 7. WINNER(S) SELECTION:** Sponsor will conduct one (1) random drawing on or about Thursday, June 20, 2019 from all the eligible entries received during the Sweepstakes Period. Entrants need not be present to win. All potential winners are subject to eligibility verification by Sponsor. 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) VERIFICATION:** Potential 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 twenty-four (24) hours of date of issuance. 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 Sponsor 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 Sponsor'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, the Prize will remain un-awarded. 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 email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning email addresses for the domain associated with the submitted email address. In the event of a dispute as to any email entry submitted, email entries submitted will be deemed made by the

authorized account holder of the email address submitted at the time of entry. Proof of being the authorized account holder may be required.

- 9. TAXES AND EXPENSES:** Winner is responsible for all federal, state, and local taxes and all other costs and expenses associated with the Prize acceptance or use not specified herein as being provided. Winner will be required to sign an Internal Revenue Service (IRS) Form W-9 with the winner's full social security number or the equivalent. Failure to submit a Form W-9 upon request will result in forfeiture of the Prize. Winnings of \$600 or more will be reported to the IRS.
- 10. CONDITION/USE RIGHTS:** Except where prohibited by law, by accepting any prize, each entrant and entrant's parent or legal guardian consents to Suns Legacy Partners, LLC, the 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 Sponsor. 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 Sponsor, who reserves the right to substitute a 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 the Sponsor in its sole discretion.
- 11. RELEASE AND LIMITATIONS ON LIABILITY:** As a condition of participating in the Sweepstakes, entrants agree to release and hold harmless all directors, officers, volunteers and employees of Sponsor, Prize Provider, the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC d/b/a Talking Stick Resort Arena, Phoenix Mercury Basketball, LLC d/b/a the Phoenix Mercury, 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 Sweepstakes, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (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 Sweepstakes 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 Sweepstakes or acceptance, receipt, use, or misuse of any prize, or travel to any Sweepstakes-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 Sweepstakes 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. Sponsor is not responsible if Prize cannot be awarded as the result of 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 the Sweepstakes 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 Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes. If Sponsor decides to reconvene the Sweepstakes 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 Sponsor determines at its sole discretion.
- 13. DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the exclusive right to disqualify any individual from the Sweepstakes that it finds, in its sole discretion, to have tampered with the entry process, or the operation of the Sweepstakes, 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 Sweepstakes. 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 Sweepstakes and any future promotions. CAUTION: Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Sweepstakes may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, the Sponsor 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 Sweepstakes, or any prizes awarded, or the administration of the Sweepstakes, 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 Sponsor in connection with this Sweepstakes, 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 request and self-addressed, stamped envelope for receipt by May 14, 2019 to: Phoenix Suns, "Inside The Huddle Sweepstakes" promotion, c/o Gerry Mildenberger, 201 E. Jefferson Street, Phoenix, AZ 85004.
- 16. PRIVACY:** By entering this Sweepstakes, each entrant agrees to Sponsor's manner of collection, use, retention, and disclosure of entrant's personal information submitted in connection with the

Sweepstakes, including, without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by entrants. Information collected is subject to Sponsor's privacy policy and any state or federal law. Sponsor's privacy policy can be found at http://www.nba.com/suns/fans/promotions_events.html.

- 17. MISCELLANEOUS:** By entering this Sweepstakes you agree and acknowledge that you may be contacted in the future by the Suns Legacy Partners, LLC., the 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 emails containing news and Sweepstake information at the email address which you have provided.
- 18. SPONSORED AND ADMINISTERED BY:** This Sweepstakes Sponsored and Administered by Suns Legacy Partners, LLC d/b/a the Phoenix Suns, 201 East Jefferson Street, Phoenix, Arizona 85004.

ALL RIGHTS RESERVED.