

PHOENIX SUNS & DESERT FEDERAL CREDITY UNION
“The Ultimate Knockout”
Official Rules

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

- 1. AGREEMENT TO OFFICIAL RULES:** Participation in the “The Ultimate Knockout” contest (the “Contest”) constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Desert Federal Credit Union (“Sponsor”) and Suns Legacy Partners, LLC d/b/a the Phoenix Suns (“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 Contest is open to legal residents of Arizona, who at the time of participation, are at least eighteen (18) years of age or (“Entrant”). Participating charities (“Charities”) must be Arizona based 501(c)(3) organizations. Only one (1) individual may be identified as an entrant. All directors, officers, volunteers and employees of Desert Federal Credit Union, Suns Legacy Partners, LLC., dba the Phoenix Suns, Phoenix Suns Charities, Inc., the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC., 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 Contest 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 Contest.
- 3. CONTEST OVERVIEW:** During the Contest current Phoenix Suns players, Suns Dancers, a Phoenix Suns alumnus and, the Phoenix Suns Gorilla will each be paired with one of eight (8) pre-selected Arizona Charities. Each pairing will be identified as a separate “Charity/Team”. Entrants will submit a vote for their favorite Charity/Team during each one-of-three Rounds (“Round” or, collectively “Rounds”) with the final winning Charity/Team awarded the Grand Prize.
- 4. ODDS OF WINNING:** The odds of winning a prize will depend on the number of eligible votes each selected Charity/Team receives during each one-of-three Rounds during the Contest Period (as defined below).
- 5. PRIZE(S):** Round One: At the conclusion of the voting for Round One, four (4) of the eight Charities/Teams will be eliminated but will each receive \$250. Total Approximate Retail Value (“ARV”) of the Round One Prize is \$1,000. Each of the Round One Prizes will be hand delivered to Charities' locations by the Team's Suns player during the week of March 11, 2019.

Round Two: At the conclusion of the voting for Round Two, two (2) of the four (4) remaining Charities/Teams will be eliminated. Each of the two eliminated Charities/Teams will receive \$500.00. (Total ARV of Round Two Prize is \$1,000.) Each of the Round Two Prizes will be hand delivered to Charities' locations by the Team's Suns player during the week of March 18, 2019.

Round Three: At the conclusion of the voting for Round Three, the votes for the two (2) remaining Charities/Teams shall be tallied and the Charity/Team receiving the most votes will be declared the Grand Prize Winner and, the second Charity/Team, the Winner-Up. The Winner-Up Charity will receive \$5,000 which will be delivered to its location by its Team's Suns player during the week of March 25, 2019. The Grand Prize winning Charity will receive \$10,000.00 which shall be presented to it by its Team's Suns player on April 5, 2019 at the *Phoenix Suns v. New Orleans Pelicans* game at Talking Stick Resort Arena.

Total Approximate Retail Value of all Prizes is \$17,000.

All Prizes are non-assignable and nontransferable. No cash equivalent of the Prizes will be awarded and the Prizes 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 Suns game may be subject to change and cancellation. The Winners and guest(s) agree to comply with all applicable venue rules and policies in connection with the Prizes. 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 nor subsidiaries will be responsible for any loss, liability or damage arising out of a Winner's acceptance or use of any prize.

6. CONTEST PERIOD: The Contest will begin on Friday, March 1, 2019 at 9:00 AM MST and end on Wednesday, March 29, 2019 at 5:00 PM MST ("Contest Period"). The Administrator's computer system shall be the official timekeeper. The Contest Period shall be divided into three rounds as follows:

- (i) Round One March 1, 2019 through March 7, 2019;
- (ii) Round Two March 8, 2019 through March 15, 2019
- (iii) Round Three March 15, 2019 through March 29 2019

7. HOW TO ENTER: To enter the Contest and "Vote" for his/her favorite Charity/Team during the Contest Period, Entrant must complete all non-optional data requested on the online entry form at <https://www.nba.com/suns/ultimate-knockout> ("Contest Submission"). Limit of one (1) entry per person, per round during the Contest Period. Incomplete and duplicate entries will be void. If the student is under the age of 18, permission from his/her legal guardian must be granted. 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. As an alternative method of entry, entrant must submit entrant's name, address, zip code, age, and day and evening telephone numbers on a 3" x 5" card mail to: *The Ultimate Knockout*

Promotion, Attention: Stephanie Lovingood 201 West Jefferson Street, Phoenix, Arizona 85004 for receipt by 12:00 AM MST on the day of the Winner Selection in accordance with Section 6 herein.

Any non-complying entry will subject the entrant to disqualification in Sponsor's sole discretion.

- 8. WINNER(S) SELECTION:** The Charity/Team with the most amount of votes at the completion of Round Three will be declared the Grand prize Winner. Winners will be notified not less than seven (7) days following the conclusion of each Round of the Contest. All potential winners are subject to eligibility verification by Administrator. A Charity/Team is not a winner of any prize, even if notified of being a winner, unless and until the Charity/Team's eligibility has been verified. In the event of a tie, an additional, tie-breaking judging will determine the Winners from among such tied entries. Sponsor and Administrator reserve the right to not award the prizes if, in their sole discretion, they do not receive a sufficient number of eligible and qualified entries. The decisions of Sponsor and Administrator are final and binding on all matters relating to this Contest. Odds of a Charity/Team winning depend on the total number of eligible entries/votes received.
- 9. WINNER(S) VERIFICATION:** Winners 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 Winner understands that Sponsor or its respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the prize awarded to Winner from Winner's participation in the Contest the form of an IRS Form W-9, or otherwise. Winner understands that prior to being entitled to receive any prize, and prior to receiving any prize, Winner must first provide Administrator with all of Winner's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form 1099), and that Winner's failure to provide such information to Administrator will result in Winner'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 award the prize to the Charity/Team with the next highest score.
- 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) and, each Charity consent to Desert Federal Credit Union, Suns Legacy Partners, L.L.C., National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Suns Charities, 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 Winners' names, addresses, voices, statements, pictures or other likeness, without additional compensation (other than the specific prize described herein), for public relations, advertising and Contest purposes as may be determined by Administrator.

12. RELEASE AND LIMITATIONS ON LIABILITY: As a condition of participating in the Contest, entrants and charities agree to release and hold harmless all directors, officers, volunteers and employees of Sponsor, 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 Suns Charities, Inc., 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 Contest agencies (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Contest, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (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 Contest 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 Contest or acceptance, receipt, use, or misuse of any prize, or travel to any Contest-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 CONTEST 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.

13. CANCELLATION/SUSPENSION: If for any reason the Contest 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 Contest, Administrator reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest. If Administrator decides to reconvene the Contest 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 or charity from the Contest that it finds, in their sole discretion, to be tampering with the entry process, or the operation of the Contest, 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 Contest. 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 Contest and any future Contests. CAUTION: Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Contest 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 Contest, or any prizes awarded, or the administration of the Contest, 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 Contest 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 Contest, 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 April 30, 2019 to: Phoenix Suns, *The Ultimate Knockout Contest* c/o Stephanie Lovingood, 201 E. Jefferson Street, Phoenix, AZ 85004. For a copy of these Official Rules, please visit <https://www.nba.com/suns/ultimate-knockout>
- 17. PRIVACY.** By participating in the Contest, Entrant authorizes Suns Legacy Partners, L.L.C. and Sponsor 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/Contestsevents.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 Contest 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.
- 18. SPONSORED BY:** Desert Federal Credit Union | 148 N 48th St, Phoenix, AZ 85034
- 19. ADMINISTERED BY:** Suns Legacy Partners, L.L.C., 201 E. Jefferson Street, Phoenix, AZ 85004.

ALL RIGHTS RESERVED.