

COUNTDOWN TO THE 2024 NEW YEAR TICKETS GIVEAWAY SWEEPSTAKES

In return for the opportunity to participate in the for COUNTDOWN TO THE 2024 NEW YEAR Tickets Giveaway Sweepstakes described herein (the “Sweepstakes”), Clutch City Sports & Entertainment, L.P. (the “Arena”) requires your agreement to comply with and be bound by the terms and conditions set forth below (the “Official Rules”):

OFFICIAL RULES

- 1. SWEEPSTAKES PERIOD.** The Sweepstakes will begin on December 28, 2023, at 8:00 a.m. Central Time (“CT”), and end on January 1, 2024, at 5:30 p.m. CT (the “Sweepstakes Period”).
- 2. ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** Only legal residents of the United States who are 18 years of age or older as of the first day of the Sweepstakes Period are eligible to participate in this Sweepstakes, provided they live within the state of Texas. Employees and immediate family members (spouses, parents, siblings and children) of employees of the Arena, AEG Presents Inc., Cirque du Soleil Entertainment Group, and Professional Bull Riders, Inc. (collectively, the “Promoters”), Rocket Ball Ltd. (the “Houston Rockets”), the National Basketball Association (the “NBA”) and its member teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, partners, officers, governors, employees, and agents are not eligible to enter. The Sweepstakes is void wherever prohibited or restricted by law.
- 3. ENTRIES.** There are three (3) ways to enter the Sweepstakes (each, an “Entry”):
 - **Facebook Entry Method:** To enter the Sweepstakes via Facebook, Entrant must be a registered user of Facebook and follow the Arena Facebook account (“Houston Toyota Center”). Entrant must “like” the post on the official Arena Facebook page promoting the Sweepstakes and comment/reply on the post with who Entrant would like to bring with them to the respective event at the Arena.
 - **Instagram Entry Method:** To enter the Sweepstakes via Instagram, Entrant must be a registered user of Instagram and follow the Arena Instagram account (@ToyotaCenter). Entrant must “like” the post on the official Arena Instagram page promoting the Sweepstakes and comment/reply on the post with who Entrant would like to bring with them to the respective event at the Arena.
 - **Alternate Entry Method:** Alternatively, an Entrant may enter the Sweepstakes by sending an email to alyssap@rocketball.com with the subject line “Countdown to the 2024 New Year Sweepstakes” and include in the body of the email Entrant’s name, mailing address (no P.O. Boxes), email address, date of birth, phone number, and Entrant’s preferred social media entry method.

Entries must be received during an applicable Entry Period to be eligible. Limit of one (1) Entry per Entrant per entry method. Any Entry received thereafter or not properly submitted will not be eligible to participate in the Sweepstakes. Any Entrant using multiple accounts to enter will be disqualified from the Sweepstakes and will not be eligible to win a Prize. Entries that contain, in the sole discretion of Arena, any profane, obscene, vulgar, defamatory, libelous or slanderous material will be disqualified. A person who timely submits a properly completed Entry in accordance with the procedures herein is considered an “Entrant.” **By submitting a properly completed Entry, each Entrant acknowledges that he has read, understands and agrees to be bound by these Official Rules.**

- 4. SELECTION OF WINNERS.** The Arena will conduct a total of ten (10) drawings (each a “Drawing”) during the Sweepstakes Period—one (1) Drawing for each of the Facebook and Instagram entry methods. One winner (“Winner”) for each Drawing will be chosen at random from among all eligible Entries received during the corresponding Entry Period by a representative of the Arena, whose decisions are final on all matters relating to the Drawings and this Sweepstakes. Each Winner will be notified on or about the Drawing Date listed in the chart below, via email or the social media platform Entrant used to enter the Sweepstakes. Non-winning Entries will not be carried forward to subsequent Drawing(s). By participating, each Entrant agrees to these rules and the decisions of the Arena, which shall be final and legally binding in all matters relating to this Sweepstakes. The Arena reserves the right to conduct a background check of each Entrant and to disqualify any Entrant, effective upon written notice, if such Entrant commits, or has at any time committed, any act or becomes involved in, or has at any time been involved in, any situation or occurrence which act, situation, or occurrence tends in the sole

opinion of the Arena to subject Entrant or the Arena to any ridicule, contempt, or scandal or which, in the sole opinion of the Arena reflects unfavorably upon the Arena. **If any potential Winner cannot be contacted within one (1) hour after the first attempt, declines the Prize, or fails to pick up the Prize, then such Winner will forfeit the right to be a Winner, and the Houston Rockets may select a replacement Winner from among all remaining eligible Entries.**

Drawing Date	Prize Tickets	Entry Period
December 28, 2023	Lauren Daigle on April 11, 2024 (approximate retail value (“ARV”): \$140)	12/28/23 at 8:00 a.m. CT through 12/28/23 at 5:30 p.m. CT
December 29, 2023	Kane Brown on April 17, 2024 (ARV: \$140)	12/29/23 at 8:00 a.m. CT through 12/29/23 at 5:30 p.m. CT
December 30, 2023	Love Hard Tour on March 22, 2024 (ARV: \$150)	12/30/23 at 8:00 a.m. CT through 12/30/23 at 5:30 p.m. CT
December 31, 2023	Cirque du Soleil: CORTEO on February 29, 2023 (ARV: \$160)	12/31/23 at 8:00 a.m. CT through 12/31/23 at 5:30 p.m. CT
January 1, 2024	Professional Bull Riders: Unleash the Beast on January 26, 2024 (ARV: \$100)	1/1/24 at 8:00 a.m. CT through 1/1/24 at 5:30 p.m. CT

5. **PRIZE DESCRIPTION; ODDS.** Each Winner will receive two (2) tickets to the applicable Arena event described in the chart above. All aspects of the Prize, including without limitation the selection of the seat locations, shall be determined by the Arena in its sole discretion and any Prize shall be subject to all Arena rules, regulations, guidelines, policies, restrictions, and to the same rules and regulations as regularly sold tickets, including but not limited to rules related to COVID-19. The Arena shall not be responsible for any expenses associated with any Prize, including but not limited to food and beverage in any suites, travel accommodations, or transportation expenses. The odds of winning will depend on the number of eligible Entries received. Winners may not sell, assign, transfer, or substitute the Prize (or any portion of the Prize) or redeem the Prize (or any portion of the Prize) for cash value. Winners will be responsible for any federal, state, and local taxes associated with the Prize and for any expenses associated with the Prize. Winners may be required to sign, at the request of and in the sole discretion of the Arena, a Release, an Affidavit of Eligibility and/or a Prize Acceptance Form to receive the Prize. The Arena reserves the right to substitute the Prize with any prize of greater or equal value.

6. **LIMITATIONS ON LIABILITY.** The Arena shall not be responsible for Entries that are incomplete, improperly submitted, stolen, misdirected, lost, late or damaged. All Entries become the property of the Arena and will not be acknowledged or returned. **By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, the Arena, the Promoters, the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents (the “Released Parties”) from any and all liability, damages, claims and causes of action (however named or described) with respect to or arising out of (a) Entrant’s participation in this Sweepstakes, (b) Entrant’s Entry or any registration material on any related website, (c) any typographical or other error in these Official Rules or (d) the receipt, participation in, or use of the Prize (or any portion of the Prize) or any replacement prize that may be awarded herein, including any travel associated with the Prize.**

7. **CONSENT OF USE.** Each Entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the editing, modification, replication, publication and other use of the names, likenesses, photographs, voices, Entries and the like of each Entrant in any medium, whether now known or hereafter developed, including without limitation, Arena’s website and in any and all advertising, promotions, and other publicity conducted by Arena, or the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, owners, governors, employees, and agents, except where prohibited by law. Notwithstanding the generality of the foregoing, each Entrant further assigns any and all rights he or she may have over his or her Entry to the Arena without further authorization, compensation or remuneration of any kind.

8. **RULES.** All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Arena and may be changed from time to time without notice. The Arena reserves the right to

cancel or modify the Sweepstakes at any time without notice.

9. **DISPUTES.** This Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **EACH ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Each Entrant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in Houston, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible, and shall be a resident of Houston, Texas. If the parties fail to reach agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party’s notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected. Under no circumstances will Entrant be permitted to obtain any punitive, incidental, special, consequential or other damages, including without limitation lost profits (collectively, “Special Damages”) to an Entrant; and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
10. **FORCE MAJEURE.** The Arena shall not be responsible for the failure or interruption of any website, webpage, or social media platform mentioned herein, www.rockets.com, any email server, or the cancellation or postponement of an Arena event or any drawing for any reason including, but not limited to, equipment failure or malfunction, electrical service interruption, or any act of God. In addition, in the event that the Arena is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, epidemic, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of the Arena, the Arena shall have the right to modify, suspend or terminate the Sweepstakes.
11. **ADDITIONAL DISCLOSURES.** The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, or any other social media platform. Each Entrant releases Instagram, Facebook, and all other social media platforms mentioned in these Official Rules from any claims, responsibility or liability relating to their participation in this Sweepstakes. Copyright/trademark/service mark infringements are not intended or implied. **By entering the Sweepstakes, each Entrant agrees to receive communications from Arena and/or the Houston Rockets, subject to opting out when Entrant so desires.** Entrant’s information will not be shared or sold to any outside party.
12. **WINNERS LIST.** To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to: Countdown to the 2024 New Year: Tickets Giveaway Sweepstakes Winners List, 1510 Polk Street, Houston, TX 77002, Attn: Hunter Segesta. Requests must be received by April 2, 2024.