## ROCKETS AUTOGRAPHED DRAFT HAT SWEEPSTAKES

In return for the opportunity to participate in the Rockets Autographed Draft Hat Sweepstakes described herein (the "<u>Sweepstakes</u>"), Rocket Ball, Ltd. (the "<u>Houston Rockets</u>") requires your agreement to comply with and be bound by the terms and conditions set forth below (the "<u>Official Rules</u>").

- 1. **ENTRY PERIOD.** The Sweepstakes will begin on August 8, 2021 at 9:00 a.m. Central Daylight Time ("<u>CDT</u>"), and end on August 9, 2021 at 12:00 noon CDT (the "<u>Entry Period</u>").
- 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 Entry Period are eligible to participate in this Sweepstakes, provided they live within the state of Texas or 150 miles of the Houston, TX city limits, excluding residents within 75 miles of either the Dallas, TX or San Antonio, TX city limits. Employees and immediate family members (spouses, parents, siblings and children) of employees of 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 four (4) ways to enter the Sweepstakes (each, an "Entry"):
  - <u>Facebook Entry Method</u>: To enter the Sweepstakes via Facebook: on the post on the official Houston Rockets Facebook account promoting the Sweepstakes, Entrant must comment with what they are most excited about for this draft class. Entrant must be a registered user of Facebook and follow the Houston Rockets account to enter via Facebook.
  - <u>Instagram Entry Method</u>: To enter the Sweepstakes via Instagram: on the post on the official Houston Rockets Instagram page promoting the Sweepstakes, Entrant must like the post and comment with a Rocket emoji. Entrant must be a registered user of Instagram and follow the Houston Rockets account to enter via Instagram.
  - <u>Twitter Entry Method</u>: To enter the Sweepstakes via Twitter, Entrant must retweet the post on the official Houston Rockets Twitter page promoting the Sweepstakes. Entrant must be a registered user of Twitter and follow the Houston Rockets account to enter via Twitter.
  - <u>Alternate Entry Method</u>: Alternatively, an Entrant may enter the Sweepstakes by sending an email to hirenj@rocketball.com with the subject line "Rockets Autographed Draft Hat 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 which drawing they would like to enter (Facebook, Twitter, or Instagram).

Limit of one (1) Entry per person. Entries must be received during the Entry Period to be eligible. 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 the Houston Rockets, 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 they have read, understand, and agree to be bound by these Official Rules.

- 4. **SELECTION OF WINNERS.** The Houston Rockets will conduct three (3) drawings during the Entry Period—one (1) drawing for each of the Facebook, Twitter, and Instagram entry methods. One (1) winner (each, a "Winner") from each drawing will be selected at random from among all eligible Entries received. Winners will be notified on or before August 10, 2021, via email or the social-media platform Entrant used to enter the Sweepstakes. By participating, each Entrant agrees to these rules and the decisions of the Houston Rockets, which shall be final and legally binding in all matters relating to this Sweepstakes. The Houston Rockets reserve 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 Houston Rockets to subject Entrant, the Houston Rockets or its affiliates to any ridicule, contempt or scandal or which, in the sole opinion of the Houston Rockets or its affiliates, reflects unfavorably upon the Houston Rockets or its affiliates. **If any potential Winner cannot be contacted 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.**
- 5. **PRIZE DESCRIPTION; ODDS.** Each Winner will receive one (1) Houston Rockets Draft hat autographed by members of the Houston Rockets 2021 Draft class (approximate retail value: \$50 each) (the "Prize"). All aspects of the Prize, including but not limited to which players autograph a hat, shall be determined by the Houston Rockets in its sole discretion. 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 Houston Rockets, a Release, an Affidavit of Eligibility and/or a Prize Acceptance Form in order to receive the Prize. The Houston Rockets reserve the right to substitute the Prize with any prize of greater or equal

value.

- 6. LIMITATIONS ON LIABILITY. The Houston Rockets shall not be responsible for Entries that are incomplete, improperly submitted, stolen, misdirected, lost, late or damaged. All Entries become the property of the Houston Rockets and will not be acknowledged or returned. By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, 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, the Houston Rockets website and in any and all advertising, promotions, and other publicity conducted by the Houston Rockets, 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 Houston Rockets 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 Houston Rockets and may be changed from time to time without notice. The Houston Rockets reserve 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"), and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
- 10. **FORCE MAJEURE. FORCE MAJEURE.** The Houston Rockets 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 a Houston Rockets game 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 Houston Rockets are prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, epidemic, pandemic, virus, disease, bacteria, 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 Houston Rockets, the Houston Rockets 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 Facebook, Twitter, Instagram or any other social media platform. Each Entrant releases Facebook, Twitter, Instagram 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.
- 12. **WINNERS LIST.** To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to: Rockets Autographed Draft Hat Sweepstakes, 1510 Polk Street, Houston, TX 77002, Attn: Hiren Joshi. Requests must be received by June 30, 2021.