

## **NBA EVENTS REWARDS PROGRAM TERMS AND CONDITIONS**

The NBA Events Rewards Program ("**Rewards Program**") is a customer loyalty program offered by NBA Properties, Inc. ("NBAP" or "Sponsor") that Rewards Members (as defined below) for participating in Rewards Program activities.

**Please read these Terms and Conditions carefully. They contain very important information about your rights and obligations, as well as limitations and exclusions that may apply to you if you enroll and participate in the Rewards Program. This Rewards Program may be modified, canceled or postponed by Sponsor at any time in its sole discretion due to pandemic (e.g., Coronavirus/COVID-19).**

**GENERAL STATEMENT - TERMS AND CONDITIONS:** By enrolling in the Rewards Program, and by accruing or expending points in the Rewards Program, you acknowledge and agree to be bound by these Terms and Conditions and any other rules or terms of which are made available to you in connection with the Rewards Program, each may be amended from time to time (collectively the "**Terms**"). You further agree that the Terms apply to all participation in the Rewards Program and to all points accrued at any time in the Rewards Program, both prospectively and retroactively. If you do not agree to these Terms, you are not eligible to enroll or participate in the Rewards Program.

Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate the Rewards Program (or portion thereof) for any reason, without prior notice, as outlined below, including should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, or fairness of the Rewards Program and, in the case of termination, the redemption value of the Rewards Points already accumulated or the availability of redeemable prizes may be affected and/or forfeited. You agree that you will review the Terms periodically and that you will be bound by the Terms and any modifications hereof.

**ELIGIBILITY:** The Rewards Program is only open to: a) legal residents of the fifty (50) United States or the District of Columbia, b) who are the legal age of majority in their state (at least eighteen (18) years of age), and c) have a device capable of downloading the NBA Events Mobile App ("App") prior to the start date of the Rewards Program ("Rewards Member"). Employees, officers, representative, agents, members and directors of NBAP, NBA Media Ventures, LLC ("NBAMV"), the National Basketball Association ("NBA") and its member teams, NBA TV, LLC ("NBATV") (NBA, NBAMV, NBATV and NBAP collectively referred to as the "NBA Entities") and each of their respective parent companies, subsidiaries, affiliates, officers, governors, owners, distributors, retailers, and advertising/promotion agencies (collectively with Sponsors, the "**Released Parties**"), and the immediate family members (i.e., parent, spouse, sibling or child and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not legally related, are not eligible to participate in the Rewards Program. Void where prohibited by law.

**REWARDS YEAR AND EXPIRATION OF REWARDS POINTS:** The Rewards Program will begin at 12:00 am Eastern Time ("ET") on July 1, 2021 and shall end at 11:59pm ET on June 30, 2022, unless otherwise determined by Sponsor ("**Rewards Period**"). Unless otherwise determined by the Sponsor, Rewards Points earned in a given Rewards Period shall automatically expire at 11:59 pm ET on June 30, 2022. Once Rewards Points expire, they may no longer be redeemed and will be immediately forfeited.

**HOW TO PARTICIPATE AND CREATE AN ACCOUNT:** Subject to the eligibility requirements above, you may sign up to become a member ("**Rewards Member**") of the Rewards Program by creating an account ("**Account**") through the App as follows: a) If you are not already a registered user of the App, download the App on your iOS or Android device and follow the prompts to sign up (the download and sign up are free, but are subject to the NBA's Terms of Use and Privacy Policy, detail listed below), or b) If you are already a registered user of the App, sign in as directed. Please note that all personally identifiable information submitted by participants is subject to, and will be treated in a manner consistent with, the NBA's Terms of Use accessible at: <https://www.nba.com/news/termsfuse> and Privacy Policy accessible at: [https://www.nba.com/news/privacy\\_policy.html](https://www.nba.com/news/privacy_policy.html). **Limit one (1) App User Sign Up per person and per email address. Additional App User Sign ups received from a single person or email address will be void.** By logging into your Account, you can view your current points balance, previous activity and communications preferences. You agree to provide accurate information and to promptly make any changes to your contact information within the Rewards Program.

**ACCOUNT AND EARNING REWARDS POINTS:** A Rewards Member will accumulate points ("**Rewards Points**") in his or her Account based upon qualifying actions. The list of qualifying actions and associated Rewards Points will be determined in the sole discretion of the Sponsor and may be changed from time to time with or without notice. For the list of qualifying actions and associated Rewards Points is available via the App. Rewards Points may be redeemed for Rewards only available through the Rewards Program. Continued access and use of the Rewards Program and participation in programs associated with the Rewards Program after any changes to the Terms constitutes your acceptance of the revised Terms then in effect. Rewards Points may be redeemed for Rewards, Promotion Entry and/or Experiences, subject to availability/eligibility.

**REDEEMING POINTS FOR REWARDS:** Subject to Sponsor's rights to add, delete, or otherwise make changes to the Rewards Points structure as more fully expressed in the following section, Rewards Points may be redeemed for merchandise, experiences, Promotion entry, and other items of value, as determined by Sponsor (collectively, the "**Rewards**") and from time to time, updated and presented within the Rewards Program. Rewards Points redeemed for Rewards will be subtracted from the Account of the Rewards Member at the time the Rewards Member requests a Reward (the "**Reward Redemption**"). Rewards Members can view the present Reward options and the points required to redeem for the Reward by visiting the Rewards Program mobile application.

If a Reward needs to be shipped, each redeeming Rewards Member will need to follow the instructions provided by Sponsor. Shipping and handling charges are included in the Rewards Points value required for the Reward Redemption. Sponsor's obligation regarding delivery of a Reward is satisfied upon shipment of the selected Reward to the address identified in the Rewards Member Account as of the date of Reward Redemption. Sponsor is not responsible for lost or stolen Reward(s) shipments and will only be responsible for non-receipt of Rewards in instances of shipment to an address different than the one in the user's Account profile as of the date of Reward Redemption. Rewards Members must allow reasonable time for shipment of a selected Reward. Except as expressly provided herein, Rewards Points may not be exchanged or redeemed for cash, or other goods and services. Once Rewards Points have been redeemed for a Reward or have expired subject to the terms below, such Rewards Points are no longer valid for any subsequent redemption and they may not be returned or refunded to a user's Account, except in the Sponsor's sole discretion. The availability of any Reward or item(s) offered in the Rewards Program are subject to availability and may change at any time, without notice, in the sole discretion of Sponsor. Rewards may be available only in limited quantities and will be distributed on a first-come, first-served basis. Rewards Members should regularly consult the Rewards Program for

updates about Reward availability. All Rewards are provided "as is" with no warranty, representation or guarantee, either express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the Rewards, including, without limitation, its quality, merchantability or fitness for a particular purpose. The descriptions of Rewards are believed to be correct. Item depictions are solely illustrative and may not resemble the actual item Rewards Members receive. Rewards are final and cannot be refunded or exchanged.

Sponsor will not have any responsibility for

- i. any printing, production, typographical, mechanical, or other errors regarding earning, redemption, or accumulation of participation credit or any other aspect of the Rewards Program,
- ii. any delay or failure to credit your Account, or
- iii. any failure to provide Rewards Program communications.

**CHANGES TO REWARDS POINTS AND REWARDS PROGRAM:** The Rewards Points Program and structure are subject to modification, limitation, or elimination at any time, with or without notice, in Sponsor's sole discretion, including, without limitation, the right to establish additional means of accruing Rewards Points, the right to modify and delete any or all of the recognized means of accruing Rewards Points existing at any given time, the right to change the Rewards available and their values, the right to amend the Rewards Redemption (defined below) terms, the right to exclude specific types of transactions from Rewards Points eligibility, and the right to terminate the Rewards Program altogether. Additionally, Sponsor reserves the right to invalidate Rewards Points from an Account without notice if it determines in its sole discretion that such Rewards Points were improperly credited to such user's Account or were obtained fraudulently or otherwise in violation of the Terms.

**REWARDS PROGRAM PROMOTIONS AND EXPERIENCES:** At select times during the Rewards Period the Sponsor may offer Rewards Members the opportunity to redeem their respective Reward Points towards entry into select Promotions and Experiences. The Rewards Program mobile application will explain Rewards Member benefits and specific promotion and experience details. Rewards Member benefits, promotions, Rewards Program updates, and Account-based operational messages will be communicated to Rewards Members via their selected method of communication and disclosed on the Rewards Program mobile application. The specific terms/Official Rules of Rewards Program promotions and experiences will be disclosed at the time of the offering.

All Rewards which include Rewards Members participation in an actual event or experience may be cancelled, rescheduled, or otherwise modified without prior notice. If an event or experience is cancelled, rescheduled, or otherwise materially modified, the Rewards Member who redeems the Reward shall have the option to either accept the substituted Reward or have the applicable number of Rewards Points restored to the Account of the Rewards Member, and the option selected will be the sole and exclusive remedy available to the Rewards Member.

**REWARDS PROGRAM COMMUNICATIONS:** By enrolling and participating in the Rewards Program, you are opting in to receive Rewards Program communications sent by email and/or push notification. You may choose to opt-out of receiving electronic communications/push notifications containing marketing messages by unsubscribing from marketing communications. If you unsubscribe from receiving Rewards Program communications, Sponsor reserves the right to send you Rewards Program information until you terminate your participation in the Rewards Program.

**REWARDS MEMBERS' OBLIGATIONS AND REPRESENTATIONS:** By enrolling in the Rewards Program, or by participating in the program, you are expressly agreeing to be bound by these Terms and you agree not to misuse Rewards Program privileges that is detrimental to Sponsor or the Rewards Program, including without limitation: having multiple Accounts; participating in purchasing or redemption fraud; or using any automatic device or manual process to transact with or monitor the Rewards Program. As a Rewards Member, you agree to comply at all times, and are bound by, these Terms and all laws, rules, and regulations that are applicable to a Rewards Member. You hereby acknowledge that a Rewards Member may only participate in the Rewards Program if and to the extent that such participation is permitted by all applicable laws, rules, and regulations, and that registration is an application for enrollment that is subject to Sponsor's acceptance and the termination provisions of these Terms. Sponsor may refuse at any time to enroll an applicant, or to restrict, modify, or terminate a Rewards Member's participation in the Rewards Program without liability.

**TERMINATION:** Sponsor may, without notice and in its sole discretion, terminate an Account at any time for any reason, which may include, but is not limited to:

- I. a violation of the Terms;
- II. misrepresentations of any information or any misuse of the Rewards Program,
- III. evidence of fraud, abuse or suspicious activity;
- IV. violation of any federal, state, or local law or regulation in connection with the use of the Rewards Program; or
- V. taking any action that is detrimental to the Rewards Program as may be determined by Sponsor in its sole discretion.

You may terminate your Account at any time by

- I. emailing [adragona@nba.com](mailto:adragona@nba.com), or any other email account designated by Sponsor from time to time, or
- II. if available, unsubscribing via the electronic method specified and made available by Sponsor. To terminate an Account the Rewards Member must include his/her registered email address and full name. Your Account will terminate within a reasonable period of time after receipt of termination request.

If your Account is terminated by you or Sponsor, all Rewards Points in your Account will be forfeited immediately upon termination. If you reapply for membership at a later date, you will not recover any Rewards Points forfeited from your previous membership Account.

**WAIVER OF AND CONSENT TO USE OF CERTAIN PERSONAL INFORMATION:** Rewards Members agree, by participating in the Rewards Program, that 1) Sponsor and its designees may use (unless prohibited by law), Rewards Member's name, city and state of residence, photograph, any recording (voice, film or video), and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, and 2) the Released Parties shall have no liability and will be held harmless by Rewards Member for any claim, action, liability, loss, injury or damage to Rewards Member or any other person or entity, including, without limitation, personal injury or death to Rewards Member or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a Reward and any travel or travel-related activity thereto or participation in this Rewards Program.

**CAUTION:** Any attempt to deliberately damage the website or undermine the legitimate operation of this Rewards Program is a violation of criminal and civil laws and should such an attempt be made, the Sponsor

reserves the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

In connection with your participation in the Rewards Program, you may provide certain information to mobile applications and social media accounts such as Twitter, Facebook, Instagram, and other similar existing or to be developed media methods and, to the extent that you elect to use and participate in such applications and social media, you will be solely responsible for such participation and the disclosure of information provided by you. Sponsor shall have no responsibility for your mobile application and social media participation.

**NO WARRANTY:** THE REWARDS PROGRAM, WEBSITE, AND THE MOBILE APPLICATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATIONS OF ANY KIND. SPONSOR HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE REWARDS PROGRAM AND MOBILE APPLICATION.

**REWARDS POINTS OWNERSHIP AND OTHER RESTRICTIONS:** Rewards Points do not constitute property, do not entitle a Rewards Member to a vested right or interest, and have no cash value. As such, Rewards Points are not redeemable for cash, transferable or assignable for any reason. The sale, barter, transfer or assignment of any accumulated Rewards Points, other than by Sponsor, is strictly prohibited. Any Rewards Points which Sponsor deems in its sole discretion to have been transferred, sold, bartered or assigned in violation of these Terms may be confiscated and/or cancelled.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in the Rewards Program, Rewards Member agrees that: (1) any and all disputes and causes of action arising out of or connected with the Rewards Program, , or any Reward awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held in New York County, New York; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in New York, NY The NBA Entities agree to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Rewards Member to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE REWARDS PROGRAM, REWARDS MEMEBER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR

RECOVERABLE; (B) UNDER NO CIRCUMSTANCES WILL ANY REWARDS MEMEBER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND REWARDS MEMEBER HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (C) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND REWARDS MEMEBER IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of Rewards Member and the NBA Entities in connection with the Rewards Program, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's law.

**SPONSOR:** NBA Properties, Inc., 645 Fifth Avenue, New York, NY 10022

This Rewards Program is in no way sponsored, endorsed or administered by, or associated with Apple Inc.