SPORT CLIPS AND HOUSTON ROCKETS "MVP GAME DAY EXPERIENCE" SWEEPSTAKES 2022

In return for the opportunity to participate in the Sport Clips and Houston Rockets "MVP Game Day Experience" 2022 Sweepstakes described herein (the "<u>Sweepstakes</u>"), Rocket Ball, Ltd. (the "<u>Houston Rockets</u>") and Sport Clips, Inc. ("<u>Sponsor</u>") require your agreement to comply with and be bound by the terms and conditions set forth below (the "<u>Official Rules</u>"):

OFFICIAL RULES

- 1. **PERIOD.** The Sweepstakes will begin on January 17, 2022 at 9:00 a.m. Central Time ("<u>CT</u>") and end on February 18, 2022 at 5:00 p.m. CT (the "<u>Sweepstakes Period</u>").
- 2. ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN. Limit one (1) entry per person. Only legal residents of TX and LA who are eighteen (18) years of age or older as of January 17, 2022 are eligible to participate in the Sweepstakes, provided they live within the state of Texas or 150 miles of Houston, TX, excluding residents within 75 miles of either Dallas, TX or San Antonio, TX. Distance between a participant's residence and the aforementioned cities will be calculated using the shortest driving distance as determined using Google Maps[™] mapping service at www.google.com/maps, between the applicable residence and the following addresses: (a) for Houston, TX 1510 Polk St, Houston, TX 77002; (b) for Dallas, TX 2500 Victory Ave, Dallas, TX 75219; and (c) for San Antonio, TX 1 AT&T Center Pkwy, San Antonio, TX 78219. Employees and immediate family members (spouses, parents, siblings and children) of employees of the Houston Rockets, Sponsor, The National Basketball Association (the "<u>NBA</u>") 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.
- ENTRIES. LIMIT OF ONE (1) ENTRY PER PERSON/EMAIL ADDRESS. To enter the Sweepstakes, the Entrant
 must properly fill out and submit an official online entry form during the Sweepstakes Period, available at
 www.sportclips.com/Rockets (each such entry, an "Entry Form").

Entry Forms must be received during the Sweepstakes Period to be eligible. Any Entry Form received thereafter or not properly submitted will not be eligible to participate in the Sweepstakes. A person who timely submits a properly completed Entry Form in accordance with the procedures herein is considered an "Entrant." By submitting a properly completed Entry Form, each Entrant acknowledges that he has read, understands and agrees to be bound by these Official Rules.

SELECTION OF WINNERS. There will be one (1) grand-prize winner (the "Grand-Prize Winner") and twenty (20) 4. second- place winners (each, a "Second-Place Winner" and together with the Grand-Prize Winner, the "Winners"). On or about February 21, 2022, an independent judging organization will select the Winners in a random drawing from among all eligible Entries received during the Sweepstakes Period. The first twenty (20) Entrants drawn shall be declared Second-Place Winners, and the final Entrant drawn shall be declared the Grand-Prize Winner. The Winners will be notified on or about February 22, 2022. By participating, each Entrant agrees to these rules and the decisions of Sponsor and/or the Houston Rockets, which shall be final and legally binding in all matters relating to this Sweepstakes. The Houston Rockets and Sponsor reserve the right to conduct a background check of each Entrant and to disqualify such 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 and/or Sponsor to any ridicule, contempt or scandal or which, in the sole opinion of the Houston Rockets, reflects unfavorably upon the Houston Rockets or Sponsor. If any potential Winner cannot be contacted after the first attempt or declines the Prize, then such Winner will forfeit the right to be the Winner, and Sponsor may select a replacement Winner from among all remaining eligible entries.

5. PRIZE DESCRIPTIONS; ODDS.

The Grand Prize Winner will receive: (a) two (2) club-level seats, two (2) lounge passes, and two (2) suite access passes to the Houston Rockets vs. Indiana Pacers game at Toyota Center in Houston, Texas, on March 18, 2022 (the "<u>Rockets Game</u>") (approximate retail value "<u>ARV</u>": \$599); provided that every aspect of the Grand Prize, including but not limited to the exact location of the tickets, the lounge, and the suite will, in each case, be determined by the Houston Rockets in its sole discretion, and all tickets shall be subject to the same rules and regulations as regularly sold tickets. No transportation or lodging of any kind is provided as part of this prize.

Each of the twenty (20) Second Place Winners will receive two (2) suite tickets to the Houston Rockets vs. Indiana Pacers game at Toyota Center in Houston, Texas, on March 18, 2022 (ARV: \$400); provided that every aspect of the Second-Place Prizes, including but not limited to the exact location of the suite will, in each case, be determined by the Houston Rockets in its sole discretion, and all tickets shall be subject to the same rules and regulations as regularly sold tickets. No transportation or lodging of any kind is provided as part of this prize.

The odds of winning will depend on the number of eligible Entry Forms received. Winners may not sell, assign, transfer or substitute the Grand Prize or the Second-Place Prize (together, sometimes referred to collectively as "<u>Prizes</u>" and singularly as "<u>Prize</u>") or redeem the Prize (or any portion of the Prize) for cash value. Each Winner will be responsible for any federal, state and local taxes associated with the Prize and for any expenses associated with the Prize. Each Winner may be required to sign, at the request of and in the sole discretion of the Houston Rockets or Sponsor, a Release, an Affidavit of Eligibility and/or a Prize Acceptance Form in order to receive the Prize. The Houston Rockets and Sponsor reserve the right to substitute the Prize with any prize of greater or equal value.

By participating, each winner and their guest indicate that they fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines, can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. By participating in any Sweepstakes-related event, gathering, or travel related thereto, each such participant hereby agrees to follow all COVID-19-related safety protocols and procedures required the provider of any event, venue, travel service, or accommodation ("Provider"), which may include but are not limited to obtaining COVID test(s) at time(s) specified by Provider and furnishing proof of such tests and their satisfactory results, wearing required PPE, and/or following established sanitization procedures and behavioral/social distancing requirements. Failure to comply with these requirements may result in the participant being denied access to one or more aspects of a Prize, in which case Sponsor and/or the Houston Rockets reserve the right not to provide any substitute prize or portion thereof.

- 6. LIMITATIONS ON LIABILITY. Neither the Houston Rockets nor Sponsor shall be responsible for Entry Forms that are incomplete, improperly submitted, illegible, stolen, misdirected, lost, late or damaged. All Entry Forms become the property of Sponsor and the Houston Rockets and will not be acknowledged or returned. By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, Sponsor, 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 "<u>Released Parties</u>") 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 Form or any registration material on any related website, (c) any typographical or other error in these Official Rules or (d) the receipt, possession, use and/or misuse 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/or other use of the names, likenesses, photographs, voices, Entry Forms 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 Sponsor, the Houston Rockets, and/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 Form to the Houston Rockets and Sponsor 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 Sponsor and may be changed from time to 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 ("<u>AAA</u>"), 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 and/or other damages, including without limitation lost profits (collectively, "<u>Special Damages</u>") 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 Released Parties shall not be responsible for the failure or interruption of any website and/or webpage mentioned herein, www.rockets.com, www.sportclips.com/Rockets, the Houston Rockets e-mail server, any internet service, 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 or Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, hurricane, disease, epidemic, 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 Sponsor's and/or the Houston Rockets' control, Sponsor and/or the Houston Rockets shall have the right to modify, suspend or terminate the Sweepstakes. In the event of such modification, suspension, or termination of the Sweepstakes, the Sponsor and/or the Houston Rockets may, in their sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; (b) award the prizes from among the applicable eligible entries received up to the time of the impairment; or (c) proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion.
- 11. MARKETING DISCLAIMER. By entering the Sweepstakes, each Entrant agrees to receive communications from Sponsor 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. **PRIVACY.** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time, available via https://www.sportclips.com/about-us/privacy-policy) and the Houston Rockets' Privacy Policy (as may be amended from time to time, available via https://www.nba.com/privacy-policy); provided, that in the event of any conflict between these Official Rules and any such Privacy Policy, the terms and conditions of these Official Rules shall prevail. By participating in the Sweepstakes, you further agree that Sponsor may share your personal information with its designee(s) for the purpose of winner determination (and for winner verification and prize fulfillment, in the event that you are a potential winner).
- 13. **SEVERABILITY/HEADINGS.** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- 14. WINNERS LIST. To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to Sport Clips offices at 110 Sport Clips Way, Georgetown Texas 78628, Attn: "Sport Clips and Houston Rockets MVP Sweepstakes" Winners List Request. Requests must be received by April 23, 2022.

Sponsor: Sport Clips Inc, 110 Sport Clips Way, Georgetown, TX 78628