HOW WELL DO YOU KNOW BAM ADEBAYO SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE AT LEAST 18 YEARS OF AGE, A LEGAL RESIDENT OF THE STATE OF FLORIDA EXCEPT WITHIN 75 MILES OF THE CITY LIMITS OF ORLANDO AND MEET ALL OTHER ELIGIBILITY REQUIREMENTS TO BE ELIGIBLE. VOID WHERE PROHIBITED.

- 1. <u>Eligibility</u>. The How Well Do You Know Bam Adebayo Sweepstakes (the "Sweepstakes") begins on Thursday, February 6, 2020 at approximately 3:00 PM ET and ends on Monday, February 17, 2020 at approximately 11:59 PM ET (the "Entry Period"). Any entries received after the end of the Entry Period will be ineligible for the chance to win a prize. Eligible entrants must be at least eighteen (18) years of age at the start of the Entry Period and a legal resident of the State of Florida except within 75 miles of the city limits of Orlando to be eligible. Winner may be required to show proof of residency. Employees of, and immediate family members of employees of, the Released Parties (as defined in Section 4 below), their affiliates, and subsidiaries, are ineligible. The Sweepstakes is subject to federal, state, and local regulations.
- 2. <u>How to Enter</u>. There are two (2) ways to enter: (a) click on the Sweepstakes link that will be featured within the Miami Heat LiveWire e-newsletters that will be distributed on the Entry Period; or (b) visit the official Miami HEAT website at HEAT.com ("Website") and click on the Sweepstakes link on the Website. Once you click on the Sweepstakes link via either the Miami HEAT e-newsletter or Website, follow the online instructions to complete and submit the online entry form (the "Form") during the Entry Period. Once the Sponsor successfully receives your completely filled out Form, you will be automatically entered into the Sweepstakes. Limit one (1) entry per person. No other methods of entry are acceptable. By entering this Sweepstakes, entrants agree to these Official Rules. An entrant may win only once. Incomplete Sweepstakes Forms, including but not limited to, those Sweepstakes entries that do not meet the requirements set forth in these Official Rules, will not be eligible.
- 3. <u>Random Drawing and Prizes</u>. Six (6) Sweepstakes potential winners will be randomly selected on or about February 18, 2020 from among all eligible entries received during the Entry Period. The drawing will be conducted by the Sponsor, whose decisions are final in all matters relating to the Sweepstakes. Each winner will receive:
 - a. Two (2) tickets to the Oklahoma City Thunder at Miami HEAT game scheduled to be held at the AmericanAirlines Arena on Monday, March 23, 2020 (the approximate retail value ("ARV") is \$200.00);
 - b. One (1) Miami HEAT jersey (ARV of \$99.99); and
 - c. One (1) JBL Reflect Flow headphones (ARV of \$149.95)

The total ARV of all six (6) prizes is \$2,699.64. The actual value may vary, and Sponsor is not responsible for any difference between the actual value and ARV. The specific seat locations,

merchandise, and all other details of each component of each prize will be determined by Sponsor in its sole discretion. Each prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. The Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize or any portion thereof should become unavailable for any reason. Odds of winning the prize depend on the number of eligible entries received during the Entry Period. All prize details will be determined by the Sponsor in its sole discretion. The actual prize value may vary, and Sponsor is not responsible for any difference between the actual value and the approximate retail value. The Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize or any portion thereof should become unavailable for any reason. Odds of winning the prizes depend on the number of eligible entries received during the Entry Period. Each Sweepstakes potential winner will be notified by email or telephone. Each potential prize winner will be required to respond to the phone call and/or email notification within twentyfour (24) hours indicating whether he/she can accept the prize. Each potential winner may be required to complete, sign, and return an affidavit of eligibility, and/or a liability and publicity release, within seventy-two (72) hours of prize notification. Any prize notification or prize returned to the Sponsor as undeliverable will result in disqualification. In the event of a potential prize winner non-responsiveness, forfeiture, or other disqualification, the Sponsor will only select an alternate potential winner once. All federal, state and local taxes, and all other costs or expenses associated with acceptance or use of the prize not specified herein, are the sole responsibility of the winner. An IRS form 1099 will be issued to the winners if required by law. Arrangements for delivery of the prize will be made after winner's verification.

4. Limitation of Liability. Miami Heat Limited Partnership, the AmericanAirlines Arena, Basketball Properties, Ltd., the National Basketball Association and each of its member teams, NBA Properties, Inc., NBA Media Ventures, LLC, Miami-Dade County, City of Miami, Harman International Industries, Incorporated, and each of their respective parent companies, subsidiaries, affiliates, advertising/promotion agencies and each of their directors, officers, employees and agents (collectively the "Released Parties") are not responsible for lost, late, or misdirected mail, miscommunications, failed telephone, satellite or cable hardware or software or lines, technical failure, jumbled, scrambled, delayed, or misdirected transmissions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Entries become the property of the Sponsor and will not be returned or acknowledged. Entrants who tamper with or abuse any aspect of the Sweepstakes, or act in violation of the Official Rules, or act in any manner to threaten, abuse, or harass any person in relation to the Sweepstakes, as determined by the Sponsor in its sole discretion, will be disqualified. Any attempt by a person to deliberately damage or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and the Sponsor reserves the right to seek damages from any such person to the fullest extent of the law. Released Parties are not responsible for injury or damage to participants' or any other persons' property related to or resulting from participating in the Sweepstakes. The Sponsor will resolve all disputes as determined in its sole discretion. By participating in the Sweepstakes, entrants agree to release, hold harmless and indemnify the Released Parties from and against any and all liability, losses, damages, rights, claims and causes of action (however named or described) of any kind

resulting from, or arising out of, participation in the Sweepstakes and/or the acceptance, possession, receipt, or use of any prize, including, without limitation, personal injuries, death, and property damage. By participating in the Sweepstakes, entrants agree to be bound by all of these Official Rules.

No responsibility is assumed by any of the Released Parties hereunder for any error, including typographical error, omission, interruption, deletion, defect, delay in operation, theft or destruction or unauthorized access to, or alteration of, entries, or any other problems in connection with the Sweepstakes, including, but not limited to, technical malfunctions in the posting of the rules online. Any trade names, trademarks or service marks shown as part of the materials associated with the Sweepstakes are the property of their respective owners. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules will be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

The Sponsor is not responsible if the Sweepstakes cannot take place as planned, in whole or in part, or if the prizes cannot be awarded, due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, other labor disputes, fire, acts of government, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or other events outside of the reasonable control of the Sponsor (each a "Force Majeure Event"). If the Sweepstakes cannot take place as planned, in whole or in part, or if the prizes cannot be awarded due to a Force Majeure Event, or if a Force Majeure Event corrupts or affects the administration, security, fairness, or integrity of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes, the prizes, or any portion thereof. Sponsor reserves the right to modify and amend these Official Rules from time to time during the Entry Period.

- 5. <u>Publicity</u>. Entry into the Sweepstakes and/or acceptance of a prize constitutes permission to use each winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion and/or publicity purposes in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed) without further compensation and/or authorization as permitted by law by the Released Parties and/or each of their respective parent companies, subsidiaries, affiliates and advertising/promotion agencies (collectively the "Publicity Parties").
- 6. <u>Personal Information</u>. By entering the Sweepstakes and voluntarily providing your personal information as described in these Official Rules, you agree to the collection and use of your personal information by the Publicity Parties for the purpose of administering the Sweepstakes, including, without limitation, contacting you with respect to the Sweepstakes, disclosing the list of the winners, and verifying your identity, eligibility, e-mail address, postal address, and/or telephone number. You further agree that your personal information may be used to send materials related to future promotions, events, and the marketing of goods and services of the

Publicity Parties, but will not otherwise be disclosed to third parties, except as disclosed in the privacy policy available at www.nba.com/news/privacy_policy.html, unless otherwise required by law. In addition, by participating in the Sweepstakes, you acknowledge and agree that your information may be used in accordance with our presenting sponsor's privacy policy available at https://www.jbl.com/privacy-policy.html. If you do not want your personally identifiable information used in this manner, please do not provide us with this information and do not enter the Sweepstakes.

- 7. <u>Governing Law</u>. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and/or entrant, will be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of Florida, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Florida.
- 8. <u>Disputes</u>. This Sweepstakes is governed by the laws of the United States and the State of Florida, without respect to the conflict of law doctrines. As a condition of participating in this Sweepstakes and/or accepting an awarded prize, each entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes will be resolved individually, without resort to any form of class action, exclusively before a court located in Miami Dade County, Florida, having jurisdiction. Further, in any such dispute, under no circumstances will any entrant be permitted to obtain an award for, and hereby waives all rights to claim, punitive, incidental, and/or consequential damages, including reasonable attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.
- 9. Sponsor. Miami Heat Limited Partnership, 601 Biscayne Boulevard, Miami, Florida 33132.
- 10. <u>Winners List</u>. For the names of the winners, send a self-addressed, stamped envelope to be received by March 16, 2020 to: "How Well Do You Know Bam Adebayo Sweepstakes," 601 Biscayne Boulevard, Miami, Florida 33132, ATTN: Corporate Sponsorships.