

FEBRUARY 24 - MARCH 16, 2020
HILTON X MIAMI HEAT FLY-IN AND STAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. SWEEPSTAKES IS OPEN ONLY TO LEGAL U.S. RESIDENTS WHO ARE AT LEAST 21 YEARS OF AGE AT TIME OF ENTRY. SWEEPSTAKES BEGINS ON FEBRUARY 24, 2020 AND ENDS MARCH 16, 2020. THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY. DO NOT ENTER IF YOU ARE NOT BOTH ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR TWITTER.

- 1. HOW TO ENTER:** To enter, go to HEAT.com/Hilton, follow the prompts, completely fill out and submit the online entry form (the "Form") during the Entry Period (as defined in Section 2 below). Once the Sponsor receives your completely filled out Form, you will be automatically entered into the Sweepstakes. Limit one (1) entry per person.

Sponsor assumes no responsibility for technical, electronic, hardware, software, network, computer or data transmission errors, malfunctions or difficulties of any kind. All entries must be completed during the Entry Period to be eligible for the drawing. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, incomplete, or postage-due mail/entries.

Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Sweepstakes should fraud, virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper operation of the Sweepstakes. In the event of cancellation, Sponsor will randomly award the prize from among all eligible entries received prior to cancellation. With respect to computer entries, Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. 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 (as defined in Section 7 below) for the purpose of administering the Sweepstakes, including, without limitation, contacting you with respect to the Sweepstakes, disclosing the name of the winner, 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 Sponsor's privacy policy available at www.nba.com/news/privacy_policy.html, unless otherwise required by law. If you do not want us to use your personal information in this manner, please do not provide us with this information and do not enter the Sweepstakes. Automated entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right at its sole discretion, to disqualify any individual (and his or her entry) who tampers with the entry process. Any participant who uses any device to participate multiple times will be disqualified and forfeit any and all prize(s) won, in Sponsor's discretion.

- 2. SWEEPSTAKES PERIOD:** Sweepstakes begins at 10:00 AM ET on February 24, 2020 and ends at 10:00 AM ET on March 16, 2020 (the "Entry Period").
- 3. PRIZE:** One (1) winner will receive two (2) coach air travel between the Miami metropolitan area and the major commercial airport nearest winner's residence (as determined in Sponsor's sole discretion); (b) hotel accommodations (standard, double occupancy) for two nights in Miami, FL (ARV: \$900); (c) two (2) lower level tickets to a future Miami HEAT home basketball game to be played at the AmericanAirlines Arena (the "Game"), the date of which shall be solely selected by the Miami HEAT; and (d) a pre-Game on-court photo opportunity. The total approximate retail value (ARV) of the prize: \$2,500. Meals, gratuities, luggage fees, incidental hotel charges and any other unspecified travel-related expenses are the responsibility solely of the prize winner. All other expenses not specifically mentioned herein are the responsibility solely of the prize winner. If a winner is not available to travel/attend prize events on the dates specified by Sponsor, such winner may forfeit the prize. Any guest-of-winner must be at least twenty-one (21) years of age. No responsibility is assumed by Sponsor for canceled, delayed, suspended or rescheduled event(s). The hotel accommodations will be provided by Hilton Domestic Operating Company, Inc. ("Hilton"). Hilton is solely responsible for the distribution, fulfillment, and administration of the hotel accommodations. Subject to additional terms and conditions.

Exact travel dates and arrangements subject to availability. Winner and travel guest must travel on same itinerary. Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of prize will not be awarded. Winner and guest are solely responsible for

having all necessary identification and/or travel documents (e.g., a valid U.S. driver's license or Passport) required for travel. Once a travel guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Subject to additional terms and conditions. If in the judgment of Sponsor, air travel is not required due to winner's proximity to Miami, FL, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the winner. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons and/or entities providing any prize-related services or accommodations. Additional prize award details and travel information to be provided to the relevant winner at the time of notification. Winner and guest are also responsible for obtaining travel insurance (and all other relevant forms of insurance) at their option and hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged.

4. **DRAWING:** One (1) potential winner will be selected through a random drawing on or about March 17, 2020. Odds of winning a prize depend on the number of eligible entries received before the conclusion of the Entry Period.
5. **ELIGIBILITY and GENERAL TERMS:** Sweepstakes open only to legal residents of the 50 United States and the District of Columbia who are at least twenty-one (21) years of age or older at the time of entry. Winner must show proof of residency. Employees of and immediate family members of employees of, the Released Parties (as defined in Section 6 below), their affiliates, and subsidiaries, are ineligible. No substitution of prize is offered; no transfer of prize to a third party is permitted; and non-cash prizes may not be redeemed for cash. Sponsor shall determine, in its sole discretion, the time, date, specific game, and specific seat locations in connection with the Game. All expenses and incidental costs not expressly stated in the prize descriptions above, including, but not limited to, ground transportation, meals, personal charges, security fees, or other expenses or incidentals are the responsibility solely of the winner. Any portion of the prize not accepted by the winner will be forfeited. Sponsor reserves the right to award a prize of equal or greater value in the event the published prize is unavailable. Void where prohibited or restricted by law. All federal, state and local laws and regulations apply. The Prize recipient will be solely responsible for paying all applicable federal, state and local taxes on prizes and, if applicable, winner may receive an IRS Form 1099 for the retail value of the prize. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding. Sponsor reserves the right, in its sole discretion, to disqualify any individual (and all of his/her Sweepstakes entries) who tampers with the entry process.
6. **WINNER NOTIFICATION/RELEASES:** The potential winner is subject to verification, including verification of age. If a potential winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or any prize is returned as undeliverable, the potential winner will be disqualified. The potential winner will be notified via the contact information provided on the Form within twenty-four (24) hours of the drawing and may be required to claim the prize within twenty-four (24) hours of notification by signing and returning an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law), and any additional documentation as determined by Sponsor. In the event the Affidavit and Release, and any additional documentation is not returned within twenty-four (24) hours, prize may be forfeited and an alternate potential winner may be selected from among all remaining eligible entries. Prize may also be forfeited if (a) the notification is returned as undeliverable; (b) a telephone notification is not confirmed to Sponsor within twenty-four (24) hours; or (c) the winner is unable to attend on the date(s) specified. Upon forfeiture for any reason, no compensation shall be given to the originally selected potential winner and an alternate potential winner will be selected. An alternate potential winner will only be selected once. **All participants, by participating in this Sweepstakes, winner, by acceptance of a prize, and winner's guest, by accepting any prize or portion thereof, agrees on behalf of themselves, their executors, assigns and heirs, to release, indemnify and hold harmless Hilton Domestic Operating Company Inc., the Miami Heat Limited Partnership, the AmericanAirlines Arena, Basketball Properties, Ltd., Miami-Dade County, City of Miami, National Basketball Association and each of its member teams, NBA Properties, Inc., American Airlines, Inc., Facebook, Twitter Inc. and each of their respective parent companies, affiliates, subsidiaries, bottlers, divisions, distributors, suppliers and advertising, promotional or judging agencies (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the receipt, ownership or use of the prize; or while preparing for or participating in any prize-related or Sweepstakes-related activity (including any travel related thereto); use of submission content; or any typographical or other error in these Official Rules or in the announcement or offering of any prize.** Winner acknowledges that the Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize. Sponsor reserves the right to cancel or suspend the Sweepstakes if it is tampered with or corrupted in any manner and, in the event of cancellation, prizes will be awarded via a random drawing to be conducted from all eligible entries received as of the date of cancellation.

7. **PUBLICITY:** Except where prohibited by law, acceptance of prize offered constitutes permission to use winner's name, biographical information and/or likeness for purposes of advertising and promotion without further compensation as permitted by law by the Released Parties.
8. **WINNER LIST:** For the name of the winner, send a self-addressed, stamped envelope before April 30, 2020 to: "Hilton X Miami Heat Fly-in and Stay Sweepstakes," Miami Heat Limited Partnership, 601 Biscayne Blvd., Miami, FL 33132, Attn: Corporate Sponsorship.
9. **DISPUTES:** 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.
10. **SPONSOR:** Miami Heat Limited Partnership, 601 Biscayne Blvd., Miami, FL, 33132.