## ASSISTS FOR A CAUSE SWEEPSTAKES OFFICIAL SWEEPSTAKES RULES

**1. Sweepstakes Description:** The following terms and conditions apply to the \_Assists for a Cause Sweepstakes (the "Sweepstakes"). Individuals who, during the Sweepstakes Period (as defined below), (i) complete the form available at <a href="https://www.nba.com/cavaliers/assists">https://www.nba.com/cavaliers/assists</a> and (ii) make a qualifying donation will be entered into a pool of Entrants (as defined below) and provided with an opportunity to win One (1) of the following prize packs:

Prize Pack Option 1	Prize Pack Option 2	Prize Pack Option 3
One (1) Family	Cleveland Metroparks Zoo - Inside Tracks	One (1) Round of Golf at
Membership at the Zoo	Tour Program	ALL Cleveland
<ul> <li>Explorers Club - Admits two (2) named adults in the same household and their children or grandchildren 18 years and under (limit six)</li> <li>Four (4) free guests every visit</li> <li>One (1) limited edition t-shirt</li> <li>ARV: \$500.00</li> </ul>	<ul> <li>Get in the Inside Track with a behind the scenes experience at Cleveland Metroparks Zoo. Join zoo staff for a unique 90-minute program that includes fun-filled facts about zoo history, animal care, behavior, and conservation. The Inside Track tour offers the opportunity to explore the zoo on a golf cart with minimal steps. Some featured experiences may include training sessions and get close opportunities with animals and a look at animal holding areas. Various areas will rotate with animal availability and weather. This is a fun and educational experience you don't want to miss.</li> <li>The Inside Tracks Troup includes up to six (6) program participants. Each participant will be given a voucher to experience the Circle of Wildlife Carousel OR Eagle Zip Adventure at the end of the tour.</li> <li>Tours are available year-round. Offered Sundays, Tuesdays and Thursdays except holiday weeks.</li> <li>ARV: \$450.00</li> </ul>	Metroparks Golf Courses in the Northeast Ohio area  • One (1) foursome for 18 holes with golf cart rental at Ironwood Golf Course, Manakiki, Sleepy Hollow, Big Met, Shawnee Hills, and Seneca • One (1) foursome for 9 holes with golf cart rental at Little Met, Mastick Woods, and Washington • ARV: \$772.00

(the "<u>Prize</u>"). For further terms and conditions and to review the privacy policy of Cavaliers Operating Company, LLC ("<u>COC</u>"), please visit <a href="https://www.nba.com/privacy-policy">https://www.nba.com/privacy-policy</a>.

**2. Sweepstakes Period:** The Sweepstakes begins on October 3, 2023 at 9:00:00 AM EST and ends on April 14, 2024 at 11:59:59PM EST (the "Sweepstakes Period"). To qualify, entries must be received during the Sweepstakes Period. Any entries received thereafter shall be null and void, and ineligible for

the Sweepstakes. COC is not responsible for late, incomplete, or misdirected entries, nor is COC obligated to publicly announce the Sweepstakes results.

3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Sweepstakes, an eligible entrant ("Entrant") must, during the Sweepstakes Period, (i) complete the form available at https://www.nba.com/cavaliers/assists and (ii) make a qualifying donation.

**Limit:** One (1) entry per person during the Sweepstakes Period. If an Entrant submits multiple entries, only the first such entry will be considered. All entries become the property of COC.

By entering the Sweepstakes, each Entrant consents to (a) being contacted by COC and its affiliates, and (b) be bound by, and comply with, all the terms and conditions set forth in these Official Sweepstakes Rules.

- 4. Eligibility: VOID WHERE PROHIBITED. Entrants must be at least 18 years of age at the time of entry and reside within (a) the area of the State of Ohio, and/or (b) a one hundred fifty (150) air-mile radius of the corporate limits of the City of Cleveland, Ohio, but excluding those territories identified in Section 13 below. Sweepstakes is void where prohibited or restricted by law. Owners, directors, officers, and employees (and their parents, siblings, spouses, and children) of Cavaliers Holdings, LLC, its subsidiaries, and their respective advertising and promotional agencies for the Sweepstakes are not eligible to participate in the Sweepstakes. Entrants are eligible to win a prize in a contest or sweepstakes conducted by COC only once every thirty (30) days and only once every six (6) months if the prize is valued over \$600. Only one (1) winner per household is permitted in any COC promotion.
- **Selection of the Winner and Notification:** Subject to the terms and conditions set forth herein, there will be one (1) Prize winner (the "<u>Winner</u>") randomly selected from among all qualifying Entrants on or about April 30, 2024.

The Winner will be notified by phone, email or social media on or about May 15, 2024. If the Winner: (a) is unreachable, (b) does not make direct contact with COC by the date specified in the notification message, or (c) fails to accept the Prize within 14 days of notification, COC reserves the right, in its sole and absolute discretion, to disqualify such Winner and to select a replacement Winner from the remaining qualifying Entrants. COC shall not be responsible for failed attempts to notify the Winner and no responsibility is assumed by COC for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winner. Odds of winning depend upon the number of eligible entries received.

- 6. Winner Verification: Upon the request of COC, the Winner must sign and return the following documents by a date determined by COC in order to be eligible to receive the Prize: (a) an affidavit of eligibility; (b) an additional liability/publicity release in form and substance satisfactory to COC; (c) a copy of the Winner's government-issued photo identification; and (d) any other releases and waivers requested by COC, releasing COC from any and all liability, loss, claims, demands and causes of action for or related to personal injury, damage, theft, loss, or any other harm suffered in connection with the Sweepstakes or Prize. If any of the foregoing documents are not completed, signed, and returned within the stated time, or if the Winner is deemed by COC to be ineligible or not to have complied with these Official Sweepstakes Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining qualifying Entrants, time permitting.
- 7. **Prize Conditions, Terms, and Restrictions:** Only the Prize described in these Official Sweepstakes Rules shall be awarded and no substitutions, cash equivalents, and/or redemptions may be made, except that, in the event of Prize unavailability, COC may substitute the Prize with another prize of

equal or greater value, as determined by COC in its sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. The Winner shall be solely responsible for all of his or her costs not specifically described as part of the Prize, including (if applicable) any and all of their travel expenses and accommodations. If applicable, the Winner must be able to travel on those dates and times designated by COC, in its sole discretion, and all travel arrangements shall be made by such Winner.

Except where prohibited by law, Prize acceptance constitutes a release granting COC the right to use the Winner's name, likeness, statements (if true), biographical information, voice, and cities and states of residence for advertising, marketing, and publicity purposes on a worldwide basis (without review by the Winner) and in all forms of media, without compensation, remuneration, or other authorization. COC expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. COC makes no representations, warranties, or covenants in connection with the Prize. Restrictions, conditions, and limitations apply.

- 8. Posting Terms and License to Use Entrant Personal Information: In order to promote, market, and publicize the Sweepstakes, COC and its respective affiliates require a license to use any and all information, materials, and content submitted in the Sweepstakes including, but not limited to, each Entrant's persona, name, likeness, photo, image, voice, signature, tattoos, distinctive appearance, biographical information, actions and any other personal information submitted. Accordingly, by submitting an entry, each Entrant expressly grants COC a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, sub-licensable and transferable right and license to use, and share with its affiliates and any partner(s) of this Sweepstakes in any manner and in any and all media (whether now known or hereafter devised), COC, its affiliates, and any partner(s) of this Sweepstakes may deem fit in its sole and absolute discretion (including for commercial purposes), whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry. By submitting an entry, Entrant agrees that Entrant is not entitled to compensation for COC's, its affiliates', and any partner(s) of this Sweepstakes' use of all information, materials, and content submitted in the Sweepstakes.
- 9. Sweepstakes Conditions: The Sweepstakes is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or in these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by a Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CAVALIERS OPERATING COMPANY, LLC, CAVALIERS HOLDINGS, LLC, THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER TEAMS, NBA PROPERTIES, INC., AND EACH OF THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS. EMPLOYEES. PARENTS. SUBSIDIARIES. AFFILIATES. REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR PARTICIPATION IN THE SWEEPSTAKES.
- 10. Limitation of Liability: COC shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. COC may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or COC personnel or representatives. If, for any reason, the Sweepstakes is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of COC which, in

the sole opinion of COC, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, then COC reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and select the Winner based on entries received prior to the action taken.

- 11. Claims/Choice of Law: (a) Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of Entrants and/or COC in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of Ohio. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of Ohio and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or Official Sweepstakes Rules.
- **12. Winner List:** For a copy of the first name, last initial, and city of residence of the Winner, send a postage paid, self-addressed envelope to:

Cleveland Cavaliers 1 Center Court Cleveland, OH 44115 Attn.: Jeff Kadlub

Requests must be received within thirty (30) days of the date the Sweepstakes officially ends.

**13. Excluded Territories:** See below.

## EXCLUDED TERRITORIES

Zip Code	City	County
43402	Bowling Green	Wood
43403	Bowling Green	Wood
43406	Bradner	Wood
43407	Cygnet	Sandusky
43412	Curtice	Ottawa
43416	Elmore	Ottawa
43420	Fremont	Sandusky
43430	Genoa	Ottawa
43431	Gibsonburg	Sandusky
43432	Graytown	Ottawa
43435	Helena	Sandusky
43436	Isle Saint George	Ottawa
43442	Lindsey	Sandusky
43443	Luckey	Wood
43445	Martin	Ottawa
43447	Millbury	Wood
43449	Oak Harbor	Ottawa
43450	Pemberville	Wood
43451	Portage	Wood
43452	Port Clinton	Ottawa
43456	Put In Bay	Ottawa
43457	Risingsun	Wood
43460	Rossford	Wood
43462	Rudolph	Wood
43465	Walbridge	Wood
43466	Wayne	Wood
43469	Woodville	Sandusky
43504	Berkey	Lucas
43515	Delta	Fulton
43521	Fayette	Fulton
43522	Grand Rapids	Wood
43525	Haskins	Wood
43528	Holland	Lucas
43532	Liberty Center	Henry
43533	Lyons	Fulton
43534	Mc Clure	Henry
43537	Maumee	Lucas
43540	Metamora	Fulton
43542	Monclova	Lucas
43551	Perrysburg	Wood
43558	Swanton	Fulton
43560	Sylvania	Lucas
43566	Waterville	Lucas
43567		Fulton
43569	Wauseon Weston	Wood
43571	Whitehouse	
43604	Toledo	Lucas
		Lucas
43605	Toledo	Lucas
43606	Toledo	Lucas
43607	Toledo	Lucas

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Zip Code	City	County
43608	Toledo	Lucas
43609	Toledo	Lucas
43610	Toledo	Lucas
43611	Toledo	Lucas
43612	Toledo	Lucas
43613	Toledo	Lucas
43614	Toledo	Lucas
43615	Toledo	Lucas
43616	Oregon	Lucas
43617	Toledo	Lucas
43618	Oregon	Lucas
43619	Northwood	Wood
43620	Toledo	Lucas
43623	Toledo	Lucas
44841	Kansas	Seneca
45001	Addyston	Hamilton
45002	Cleves	Hamilton
45003	College Corner	Butler
45013	Hamilton	Butler
45030	Harrison	Hamilton
45052	North Bend	Hamilton
45053	Okeana	Butler
45056	Oxford	Butler
45064	Somerville	Butler
45303	Ansonia	Darke
45311	Camden	Preble
45320	Eaton	Preble
45321	Eldorado	Preble
45331	Greenville	Darke
45332	Hollansburg	Darke
45338	Lewisburg	Preble
45346	New Madison	Darke
45347	New Paris	Preble
45362	Rossburg	Darke
45381	West Alexandria	Preble
45382	West Manchester	Preble
45390	Union City	Darke
45846	Fort Recovery	Mercer