2024-25 ATLANTA HAWKS-EMORY HEALTHCARE SUITE SWEEPSTAKES ("SWEEPSTAKES") OFFICIAL RULES AND REGULATIONS NO PURCHASE NECESSARY

- ELIGIBILITY. NO PURCHASE NECESSARY to enter or win. The 2024-25 Atlanta Hawks-Emory Healthcare Suite Sweepstakes (the "Sweepstakes") is open only to legal residents of the state of Georgia and the United States, who as of the date of their Entry (defined below) into the Sweepstakes are at least eighteen (18) years of age, reside within 150 miles of the corporate limits of Atlanta, Georgia and have internet access as of 9:00 AM EST December 2, 2024, the date and time the Sweepstakes is first made known to the public. Employees and their immediate family members (spouses, parents, legal guardians, in-laws, grandparents, siblings, children, household members and the spouses and children of the foregoing) of Sponsors (as defined below), and ATL Hawks, LLC, Atlanta Hawks Management, LLC, Arena Sports Marketing, LLC, Arena Operations, LLC d/b/a State Farm Arena, The National Basketball Association and its Member Teams, NBA Properties, Inc., NBA Media Ventures, LLC (the "NBA" or "NBA Entities"), and each of their respective parents, subsidiaries, divisions, directors, officers, members, partners, trustees, franchisees, governors, agents, owners, shareholders, participating vendors, distributors, advertising and promotion agencies and affiliated entities' employees and each of their respective families (spouses, parents, legal quardians, in-laws, grandparents, siblings, children, household members and the spouses and children of the foregoing) (collectively, the "Sweepstakes Entities") are not eligible to enter the Sweepstakes. Some restrictions apply. By entering the Sweepstakes, participants agree to accept and be bound by all terms of these Official Rules and Regulations. The Sweepstakes are subject to all federal, state and local laws and regulations. Free internet access is available at many public libraries. Void wherever prohibited or restricted by law.
- <u>SPONSORS.</u> The sponsors (each, a "Sponsor" and together the "Sponsors") of the Sweepstakes are
 Atlanta Hawks, L.P., 101 Marietta Street NW, Suite 1900, Atlanta, GA 30303, and Emory Healthcare
 Inc., 1440 Clifton Road, Atlanta, GA 30322 ("Emory").
- HOW TO ENTER. Sweepstakes runs from 9:00 AM EST December 2, 2024 11:59 PM EST December 16, 2024 (the "Sweepstakes Period"). There will be two (2) methods of entry. Throughout the Sweepstakes Period, there will be one (1) entry period (the "Entry Period"). During the Entry Period, eligible individuals can either: (1) go online, fill out, and submit a completed entry form located at www.hawks.com/emorysweeps and click the 2024-25 Atlanta Hawks-Emory Healthcare Suite Sweepstakes icon to retrieve the entry form, complete the entry form in its entirety, which will include name, e-mail address, physical mailing address, date of birth and an opt-in to receive communications from Sponsors, then submit the entry form by clicking the "submit" button on the entry form page (each, an "Entrant") or (2) if an Entrant does not wish to receive communications from Sponsors, Entrants may (at their own cost) mail-in a completed entry form in its entirety, which will include name, e-mail address, physical mailing address and date of birth to Atlanta Hawks, Attn: Emory Suite Sweepstakes, 101 Marietta Street NW, Suite 1900, Atlanta, GA 30303. Limit one (1) entry per person or email address. Entrants must enter in their own name and not on behalf of or

for anyone else. In the event of a dispute about the identity of an online entrant, each online entry will be declared made by the authorized account holder of the email address submitted at the time of entry as determined by Sponsors. The potential winner may be required to provide Sponsors with proof that he/she is the authorized account holder of the email address associated with the winning entry. By entering, you are signing up for both the Atlanta Hawks database to receive Atlanta Hawks email updates for promotional offers, products and events and the Emory database to receive email and mailing updates for promotional offers, services, health newsletters and events. Such information shall be maintained in accordance with the Atlanta Hawks and Emory privacy policies.

No mechanical reproductions or facsimiles accepted. Sponsors are not responsible for misdirected, incomplete, lost, late or illegible entries, technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit a participant's ability to participate in the Sweepstakes or damage to a user's system as a result of participation in the Sweepstakes or downloading of any information necessary to participate in the Sweepstakes. False or deceptive entries or acts, as determined by Sponsors, will render the entrant ineligible. Sponsors reserve the right, in their sole discretion, to cancel or modify the Sweepstakes should any computer virus, malfunction or other cause beyond their control corrupt the administration, security or proper operation of the Sweepstakes. All entries become the property of Sponsors and will not be returned. All entries must be submitted in the name of an individual person and prizes can only be awarded to the person whose name is on or corresponds to each winning entry. LIMIT ONE ENTRY PER PERSON. Attempts to enter the Sweepstakes more than once may disqualify entries from the Sweepstakes.

HOW TO WIN. One (1) winner (the "Winner") will be selected in a random drawing conducted on or about December 17, 2024 from among all eligible Entries received during the Entry Period by representatives of the Sponsors. Full description of prizes is listed below. The odds of winning will be determined by the number of eligible entries received. Sweepstakes will be administered by the Sponsors, decisions of which in all matters regarding the Sweepstakes shall be final and binding. Each Winner will be notified by telephone or email, and must meet all eligibility requirements including the execution and delivery of all necessary releases, including an Affidavit of Eligibility/Release of Liability and Publicity Release form and a completed tax acknowledgment form within three (3) days of date of issuance. A Winner's failure to return all required forms in this three (3) day time period may result in the Winner being disqualified and an alternate winner may or may not be selected at Sponsors' sole discretion. If a dispute arises regarding who submitted an on-line entry, the entry will be deemed submitted by the holder of the email account as determined by Sponsors. If the Winner is ineligible for any reason whatsoever, Sponsors will hold another random drawing to determine an alternate Winner. However, if delays in obtaining the necessary releases would make it impracticable to select another Winner due to the timing of the use of one of the prizes, no alternative Winner will be awarded. If the Winner does not respond within twenty-four (24) hours after the first attempt to contact him/her, Sponsors may select an alternate in his/her place at random from all eligible entries received.

- **PRIZES.** One (1) Winner will receive ten (10) tickets to sit in the Sharecare Social Cabana Suite, including food and beverage, and two (2) parking passes at the December 23, 2024 Atlanta Hawks home game at State Farm Arena vs. the Minnesota Timberwolves (the "Game") with a total AMV of all prizes of \$2992.50 (the "Prize"). Note that the exact seat location of the tickets for the Game shall be chosen at Sponsors' sole discretion and will be subject in all cases to availability. No resell or transfer. The reporting and payment of any tax liabilities incurred by the entrant as a result of this Sweepstakes and any prize(s) won are the sole responsibility of the entrant. No substitution or transfer of prize(s) or cash redemptions permitted by Winner. The Sweepstakes Entities reserve the right to substitute a prize of like value in the event the described prize, or any portion thereof, is unavailable for any reason whatsoever. Prize is non-transferable and non-assignable. No prize substitution allowed by winner. No portion of the prize may be sold, bartered or exchanged by the winner. If awarded, Prize will be awarded without any warranty of any kind beyond manufacturer's standard warranty. Sponsors are not responsible if the Game is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the description above are the sole responsibility of Winners. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets will not be replaced. By accepting a ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket.
- <u>ODDS OF WINNING.</u> The odds of winning the Prize are determined by the total number of entries received during the Entry Period.
- GENERAL RULES AND REGULATIONS. By entering this Sweepstakes, participants grant the Sweepstakes Entities the right, unless prohibited by law, to use their names, voices, pictures and likeness, Entry or any copyrighted or copyrightable materials without further authorization or compensation, for the purpose of advertising and publicizing the goods and services of the Sponsors and all matters related to the Sweepstakes in any manner or medium, through the world in perpetuity without further compensation (except where prohibited by law). Winners will be required to sign and execute affidavits of eligibility, tax acknowledgement forms, liability releases and, except where prohibited by law, use of name and likeness releases ("Winner Documents") and return within three (3) days of issuance. Noncompliance with this time period may result in disqualification. In the event the Winner declines the prize or fails to return completed releases, Sponsors may elect, at their sole discretion, to select an alternate winner. If no eligible potential winner can be identified after reasonable attempts or if delays in obtaining the completed Winner Documents would make it impracticable to award the prize due to the timing of a game, no substitute prize may be awarded in Sponsors' sole discretion. By entering this Sweepstakes, entrants agree to release the Sweepstakes Entities from any and all liability claims or actions of any kinds whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize, or while preparing for, participating in, and/or traveling to any prize-related activity. The Sweepstakes Entities expressly disclaim any responsibility or liability for injury or loss to any

person or property relating to the delivery and/or subsequent use of the prize awarded. In the event more winner notifications are issued, or more winning prize claims are received, than the number of prizes set forth in these Official Rules due to computer, printing, seeding, human, or other error or problem, a random drawing will take place from all eligible prize claims for the prize at issue to award the proper number of prizes as set forth in these Official Rules. In the event of sabotage, acts of God, computer virus or other events or causes beyond the Sponsors' reasonable control, which corrupt the integrity, administration, security or proper operation of the Sweepstakes, Sponsors reserve the right to cancel or suspend the Sweepstakes. In the event of cancellation, prizes will be awarded from among all eligible, non-suspect entries received prior to the event requiring such cancellation. Notice of cancellation will be posted at www.hawks.com.

- INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade
 names, designs, promotional materials, web pages, drawings, illustrations, logos, slogans, and
 representations are owned by the Sponsors and their affiliates. All rights are reserved. Unauthorized
 copying or use of any copyrighted material or intellectual property without the express written consent
 of its owner is strictly prohibited.
- CONSTRUCTION. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsors in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Georgia. In any action brought to enforce the obligation or right of any party hereunder, Entrants consent to personal jurisdiction and venue in any court of appropriate jurisdiction in Fulton County, Georgia, USA. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- FORCE MAJEURE. Sponsors shall not be liable to Winner or any other person for failure to supply Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, pandemic, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsors' sole control.

- RELEASE AND WAIVER OF LIABILITY. By entering this Sweepstakes, Entrants agree to release the Sweepstakes Entities from any and all liability claims or actions of any kinds whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with or arising out of the receipt, ownership or use of the prize, or while preparing for, participating in, and/or traveling to any prize-related activity. The Sweepstakes Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded.
- NOTE. Entry must be made by the Entrant only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the Entry process is prohibited. Entries or other Sweepstakes materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsors' sole and absolute discretion.
- MISCELLAENOUS. 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 provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsors' failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Entry Site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsors' sole and absolute discretion. No Injunctive Relief: EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE SWEEPSTAKES OR ANY OTHER PROJECT OF SPONSORS OR ANY OF THEIR AFFILIATES.
- **PRIVACY STATEMENT.** The information submitted, including the registration information, will be available to Emory, the Atlanta Hawks, the NBA Entities, and State Farm Arena. For more information on how this information may be used by them, please read their respective Privacy Notices, which can be found at emoryhealthcare.org, www.hawks.com, www.nba.com and

<u>www.statefarmarena.com</u>. In addition, by submitting this information you agree that Emory, Atlanta Hawks, the NBA Entities, and State Farm Arena may contact you from time to time regarding special offers and promotions they think may be of interest to you.

• OFFICIAL RULES AND WINNERS LIST REQUESTS: For a copy of either the Official Rules or the Winners' List, send a request and a self-addressed, stamped envelope to the following address by January 16, 2025 for "Rules," or January 17, 2025 for "Winner": 2024-25 Atlanta Hawks-Emory Healthcare Suite Sweepstakes (please specify Official Winners List or Official Rules), Attn: Global Partnerships, 101 Marietta Street NW, Suite 1900, Atlanta, GA 30303.

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