

**The Heroes Among Us Program  
Presented by IBEW Local 103**

**Program Rules**

1. **Eligibility.** In order to be eligible to participate in the Heroes Among Us Program presented by IBEW Local 103 (the “Program”), (a) nominators must be legal residents of the U.S. who are at least eighteen (18) years of age or older as of the nomination date; and (b) nominees must (i) be legal residents of the U.S. who are at least thirteen (13) years of age or older as of the nomination date, (ii) be residents of (x) Massachusetts, (y) Rhode Island, New Hampshire, Vermont, and Maine who live within a one hundred fifty (150) mile radius of Boston, Massachusetts, or (z) Connecticut who live within a seventy-five (75) mile radius of Boston, Massachusetts at the time of nomination, and (iii) have not previously been selected as a Hero (as defined in Section 3). Employees, household members (legally related or not) of employees, and the immediate family members (i.e., spouses, parents, legal guardians, in-laws, siblings, grandparents, grandchildren and children) of employees of the following entities are not eligible for nomination: (A) International Brotherhood of Electrical Workers, Local Union 103, (B) ”) Full Contact Advertising, LLC or any other independent marketing agency appointed by International Brotherhood of Electrical Workers, Local Union 103, (C) Greater Boston Radio, Inc., (D) SportsChannel New England, LLC, (E) Banner Seventeen, LLC, doing business as the Boston Celtics (“Celtics”), (F) the National Basketball Association and its Member Teams, (G) NBA Properties, Inc., and/or each of the respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising agencies and promotion agencies and agents of the foregoing entities (A)-(G). In these Program rules (the “Program Rules”), the above entities (A)-(D), and their respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising agencies, promotion agencies, and agents, are collectively referred to as the “Partner Entities,” and entities (E)-(G), and their respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising agencies, promotion agencies, and agents, are collectively referred to as the “NBA Entities.” By submitting a Nomination Statement (as defined below), each nominator represents and warrants that (X) he/she meets the above eligibility requirements and agrees to abide by these Program Rules, and (Y) the individual nominated therein meets the above eligibility requirements.
2. **Method of Nomination.** To nominate an eligible nominee, completely fill out and submit the nomination statement (“Nomination Statement”) electronically online at <https://www.nba.com/celtics/community/heroes-among-us> (“Nomination Website”). As part of the Nomination Statement, nominators must submit a statement detailing how the nominee made exceptional and lasting contributions to the community through his/her unique commitment and humanitarian spirit. Nominations must be submitted using the Nomination Website; mail-in nominations will not be accepted. Nominations will be accepted on an ongoing basis for the duration of the Program, with such duration to be determined by the Celtics in their sole discretion. Nomination Statements submitted during prior years of the Program that meet all requirements of these Program Rules will also be considered. Nomination Statements must be submitted in English only. Nominations must be submitted on behalf of another person or group of people; self-nominations will not be accepted. A maximum of four (4) people may be nominated per Nomination Statement; nominators must submit separate Nomination Statements for additional members of any group larger than four (4) people. Nominators should note their desire for multiple nominees to be considered as a group, but such consideration cannot be guaranteed. False or deceptive nominations or acts may render a nominee ineligible. All Nomination Statements become the property of the Celtics and will not be returned. The Celtics reserve the right to edit the Nomination Statement as they see fit for use in publication or promotion. By submitting a Nomination Statement, a nominator agrees to grant the Sponsors the right without obligation, unless prohibited by law, to use the contents of the Nomination Statement and nominator’s name, voice, picture and likeness, without compensation, for the purpose of advertising and publicizing all matters related to the Program and/or the Sponsors in any medium, throughout the world in perpetuity. The Sponsors are not responsible for the actions of nominators in connection with the Program. Each Nomination Statement must be the original work of the nominator and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Nomination Statement or any other Program entry content contains any material or elements that are not owned by the nominator and/or which are subject to the rights of third parties, the nominator is responsible for obtaining, prior to submission of such content, any and all releases and consents necessary to permit the use of such content in the manner set forth in these Program Rules without additional compensation. Illegible and/or incomplete Nomination Statements and nominations submitted by nominators or for nominees who do not meet the eligibility requirements (including all requirements with respect to age and residence) will not be considered. Those who do not follow all of the instructions, provide the required information in their Nomination Statement, or abide by these Program Rules or any other instructions of the Sponsors may be removed from consideration.

3. Heroes Selection and Notification. The Celtics will review and select nominees to be recognized in connection with the Program (the “Heroes” and each a “Hero”) on an ongoing basis and notify such Heroes by e-mail or telephone following their selection. Nominators should notify the Sponsors if the nominator’s or nominee’s contact information changes. Submission of a nomination does not guarantee selection. The Celtics reserve the right to select nominees identified by alternate methods in their sole and absolute discretion.
4. Additional Terms. Any recognition provided to a Hero will be determined by the Celtics in their sole discretion. The Sponsors will not be required to recognize a Hero if he/she undertakes activities or communicates messages or images or engages in speech publicly or made known publicly that: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party’s personal or intellectual property rights or contain disparaging remarks about other people or entities; (d) are inconsistent with the positive images and/or goodwill to which the Sponsors wish to associate, as determined by the Sponsors, in their sole and absolute discretion; and/or (e) otherwise violate the terms of any of the agreements that the Hero has agreed to comply with as part of this Program.

Except where prohibited by law, in consideration of the opportunity to participate in the Program, each Hero must agree and consent, without further authorization, compensation or remuneration of any kind, to (x) the use of such Hero’s name, voice, biographical material, nomination materials, other Program entry content, and/or likeness, in all forms of media and by all manners (now and hereafter known), worldwide, in perpetuity, in any and all advertising, promotion and other publicity conducted by the Partner Entities and the NBA Entities, and (y) agree not to issue any publicity concerning the Partner Entities or NBA Entities. Each Hero may be required to execute a release of liability, publicity release and/or an affidavit affirming his/her eligibility to be selected as a Hero and that he/she agrees to all terms and conditions of the Program, including these Program Rules, and other documentation reasonably requested by a Sponsor (collectively, the “Required Documentation”); failure to execute such Required Documentation if requested will result in ineligibility for any recognition and another Hero will be selected. In the event a Hero is under the age of eighteen (18), a parent or legal guardian of the Hero will be required to execute the Required Documentation on behalf of the Hero.

5. Limitation of Liability. Nominators and nominees accepting their selection as a Hero agree that (a) the Sponsors maintain the right to decide all matters and disputes arising from the Program, and (b) to hold harmless and indemnify the Partner Entities and the NBA Entities from and against any liability, damages, or causes of actions (however named or described), with respect to or arising out of: (i) their participation in the Program, including, but not limited to, personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of privacy; and (ii) the delivery, misdelivery, acceptance, possession, use of, misuse of, or inability to use any prize (including any type or manner of costs or damages), whether under a theory of contract, tort (including negligence), warranty, or any other theory. Further, each nominator and Hero agrees that the Partner Entities and the NBA Entities will have no liability and will be held harmless by such nominator and Hero for any liability, loss, injury, or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, participation in, use or misuse of any prize or participation in the Program, even if caused or contributed to by the negligence of any of the Partner Entities or the NBA Entities.
6. Disputes. Nominators and nominees accepting their selection as a Hero agree, to the extent permitted by applicable law, that: (a) any and all disputes, claims and causes of action arising out of or connected with the Program or any recognition awarded, will be resolved individually, without resort to any form of class action; and (b) such individual hereby knowingly and expressly waives all rights to seek, punitive, incidental, exemplary, consequential or special damages, lost profits, and/or any right to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Program Rules or the rights and obligations of the nominators, nominees, Heroes and the Sponsors in connection with the Program will be governed by and construed in accordance with the internal laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws. The forum and venue for any dispute shall be in Massachusetts.
7. Privacy. Nominees may be contacted to provide additional information and/or to have their information verified. Sponsors reserve the right to request and require additional information from nominees in order to have their nomination considered.

Personally identifiable information that is submitted by nominators as part of the Program will only be used to administer the Program and select and recognize the Heroes, and will be treated in accordance with the National Basketball Association's privacy policy accessible at [http://www.nba.com/news/privacy\\_policy.html](http://www.nba.com/news/privacy_policy.html).

8. Sponsors. International Brotherhood of Electrical Workers, Local Union 103 (256 Freeport Street, Dorchester, MA 02122); Greater Boston Radio, Inc. (55 William T Morrissey Blvd, Dorchester, MA 02125); SportsChannel New England, LLC (189 B Street, Needham, MA 02494); and the Boston Celtics (100 Causeway Street, 12th Floor, Boston, MA 02114).
9. Miscellaneous. The invalidity or unenforceability of any provision of these Program Rules or the Required Documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Program Rules or the Required Documentation 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 therein. The Sponsors' failure to enforce any term of these Program Rules will not constitute a waiver of that or any other provision. Nominators and nominees accepting their selection as a Hero agree to waive any rights to claim ambiguity of these Program 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 Program-related materials, privacy policy, or terms of use on the Nomination Website and/or the terms and conditions of the Program Rules, the Program Rules shall prevail, govern, and control, and the discrepancy will be resolved in the Sponsors' sole and absolute discretion.