

## 2024 Boston Celtics Fan Appreciation Night Sweepstakes presented by TD Bank

### Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. PRIZE ACCEPTANCE RELEASE IS REQUIRED.**

- Eligibility.** The 2024 Boston Celtics Fan Appreciation Night Sweepstakes (the “Sweepstakes”) is only open to legal residents of the U.S., who, at the time of entry, are (a) eighteen (18) years of age or older; and (b) residents of (i) Massachusetts, (ii) New Hampshire, Vermont, and Maine who live within a one hundred fifty (150) mile radius of Boston, Massachusetts, or (iii) Connecticut who live within a seventy-five (75) mile radius of Boston, Massachusetts. 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 to enter this Sweepstakes: (1) TD Bank, N.A., (2) Banner Seventeen, LLC, doing business as the Boston Celtics (“Celtics”), (3) the National Basketball Association (“NBA”) and its Member Teams, (4) NBA Properties, Inc., and/or any of the respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising and promotion agencies, representatives and agents of any of the foregoing entities. In these Sweepstakes rules (the “Official Rules”), the above entity numbered (1), and its respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising agencies, promotion agencies, and agents, are collectively referred to as “TD Bank,” and the entities numbered (2)-(4), 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 entering this Sweepstakes, each entrant represents and warrants that entrant meets the above eligibility requirements and agrees to abide by these Official Rules.
- Time for and Method of Entry.** The Sweepstakes will begin at 10:00 A.M. Eastern Time (“ET”) on April 6, 2024, and will end at 10:00 A.M. ET on April 11, 2024 (the “Entry Period”). No entries will be accepted after 10:00 A.M. ET on April 11, 2024.

There is one (1) method of entry for the Sweepstakes, as follows: completely fill out and submit the Sweepstakes entry form (“Entry Form”) electronically online at <https://www.nba.com/celtics/fanappreciation> (“Entry Website”). Once the Entry Form is successfully completed and submitted, its entrant will be automatically entered to win a prize.

**LIMIT ONE (1) ENTRY PER PERSON.** Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, multiple e-mail accounts, multiple phone numbers or otherwise may be disqualified. Mechanically reproduced entries may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The Sponsors (as defined in Section 11) are not responsible for lost, late, incomplete, inaccurate, forged, mass-reproduced or mass-transmitted, mutilated, stolen, destroyed, invalid, delayed, unintelligible, misdirected, technically corrupted, undelivered or garbled electronic entries or e-mails; and such entries are void; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications, unavailability of the Entry Website or e-mail account access or verification issues, or failed computer, satellite, telephone, or cable transmissions, lines, or viruses or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, undelivered or improperly formatted entries (including Entry Form), failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, failures on the part of the Entry Website or any Entry Website function failure that prevents the Celtics from receiving and/or viewing entries, the announcement of any prizes, or in any Sweepstakes-related materials or the cancellation or postponement of the Sweepstakes. For purposes of this Sweepstakes, an online entry is “received” when the Entry Website’s servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of an entry for purposes of this Sweepstakes. The Entry Website’s database clock will be the official timekeeper for this Sweepstakes. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their Entry Form, or abide by these Official Rules or other instructions of the Sponsors may be disqualified.

The Sponsors are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of the Sweepstakes, or whom the Sponsors believe to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of the Sponsors, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future contests or sweepstakes of a Sponsor or its affiliates. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE ENTRY WEBSITE OR SERVER) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. The Sponsors reserve the right, in their sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

- Prize Rules. The Sponsors reserve the right, in their sole discretion, to modify, suspend, or terminate the Sweepstakes (or any portion thereof), or take any other action deemed necessary, should any virus, bugs, non-authorized human intervention or other causes beyond the reasonable control of the Sponsors, including, but not limited to, applicable law, regulation, or government action related to the COVID-19 pandemic, war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, in the event of termination or suspension, in their sole discretion, the Celtics may select the Prize Winners for the Sweepstakes from among all eligible, non-suspect entries received as of the date of the event requiring such termination or suspension. By participating in this Sweepstakes, each entrant agrees to be bound by these Official Rules, and the decisions of the Sponsors, which are final and binding in all respects. Failure to abide by these Official Rules may result in disqualification. All materials submitted become the property of the Sponsors and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the e-mail address associated with the entry for the domain associated with the submitted address, provided that person is eligible. The entrants selected as the Prize Winners (as defined in Section 4) may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to the Sponsors' satisfaction, the affected entry will be deemed ineligible. The Sponsors are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Sponsors are also not responsible for any failure of the Entry Website or other event that otherwise prevents the Sponsors from accepting an entry.

Prizes are not transferable, and no substitutions or cash redemptions are allowed, except by the Sponsors, who reserve the right to substitute a prize (or component thereof) with one of comparable or greater retail value, in their sole discretion. All costs and expenses not stated herein as being provided in connection with the redemption, receipt and/or use of the prize are the responsibility of each Prize Winner, including, without limitation, transportation. All prize details are at the Sponsors' sole discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that the Sponsors are unable to provide the Prize Winners with their prizes, the Celtics may elect to provide the Prize Winners with the approximate value of such items in cash or award an alternate prize of comparable or greater value. Unclaimed prizes will be forfeited.

- Prize Winner Selection and Notification. A total of nine (9) winners of the prize described below (collectively, the "Prize Winners" and each a "Prize Winner") will be selected by random drawing on or around April 11, 2024, by the Celtics, from among all eligible entries received during the Entry Period. No entrant is eligible to win more than one (1) prize.

Each Prize Winner will receive (a) two (2) tickets for Prize Winner and one (1) guest to attend the Celtics regular season home game scheduled to be played on April 12, 2024 (the "Game"), with the specific seat locations to be determined by the Sponsors in their sole discretion (approximate retail value ("ARV") \$414); (b) two (2) drawstring bags with a Celtics and TD Bank composite graphic for Prize Winner and the same one (1)

guest, which will each contain one (1) hat, one (1) notebook, and one (1) activity book, with the specific hat, notebook, and activity book to be determined by the Sponsors in their sole discretion (ARV \$40); and (c) the opportunity for Prize Winner and the same one (1) guest to watch the Celtics pre-game warmups prior to the Game (ARV \$100). The total ARV of the prize is \$554. Each entrant selected as the winner will be notified by e-mail within a reasonable time after the Prize Winners are determined. It is the sole responsibility of each entrant to notify the Sponsors if their contact information changes. The Sponsors are not responsible for false, incorrect, changed, incomplete, or illegible contact information. The entrants who are selected as the Prize Winners must respond to the Celtics within twelve (12) hours of receiving notice. In the event an entrant selected as a winner cannot be contacted or does not respond within twelve (12) hours, or declines the prize, another winner will be selected using the same criteria in this section.

5. Additional Prize Terms. Each Prize Winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with any prize they receive and may be responsible for pre-paying taxes prior to receiving the prize. The Sponsors shall have the right, but not the obligation, to make any deductions and withholdings that the Sponsors deem necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. An IRS Form 1099 or IRS Form W2G may be issued in the name of the relevant Prize Winner for the actual value of the prize received. If a potential Prize Winner cannot attend the Game, they will forfeit the prize, in Sponsors' discretion. The Prize Winner must show a photo ID upon the Sponsors' request to redeem the prize.

Attendance at any Celtics home game is subject to the general ticket rules and regulations established from time to time by Delaware North Companies, Inc. – Boston (“DNC-B”), the owner of the TD Garden and by the Celtics (the “Ticket Rules”), including any health and safety protocols applicable to such activities (e.g., requirements relating to COVID-19 vaccination status or use of face coverings), as determined by DNC-B and the Celtics in their sole discretion. In the event of a violation of the Ticket Rules, DNC-B and/or the Celtics shall have the right to eject the violators from TD Garden. If a Prize Winner or a Prize Winner's guest is ejected from the TD Garden, they shall not have any rights to other prizes or compensation. The Sponsors will not be responsible for awarding any un-awarded portion of a prize to a Prize Winner if a Prize Winner 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 or prize provider's personal or intellectual property rights or contain disparaging remarks about other people or companies; (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 each Prize Winner has agreed to comply with as an entrant of this Sweepstakes.

Except where prohibited by law, in consideration for being awarded a prize, each Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such Prize Winner's name, voice, biographical material, image, likeness, information submitted with the Entry Form, and/or other Sweepstakes entry content, in all forms of media and by all manners (now and hereafter known), worldwide, in perpetuity, in any and all advertising, Sweepstakes and other publicity conducted by the Sponsors and the NBA Entities. Each entrant agrees not to issue any publicity concerning the Sponsors or NBA Entities. Prize Winners and/or Prize Winner's guests, as applicable, may be required to execute a release of liability, publicity releases and/or an affidavit affirming their eligibility to enter and win and that he/she agrees to all terms and conditions of the Sweepstakes, and other documentation reasonably requested by the Sponsors (collectively, the “Required Documentation”); failure to execute such Required Documentation if requested will result in ineligibility for any prize and another Prize Winner will be selected.

6. Odds of Winning. Odds of becoming a Prize Winner are dependent on the total number of eligible entries received during the Entry Period. There will be a total of nine (9) Prize Winners selected from among all valid entries received during the Entry Period, as described in Section 2 above.
7. Liabilities and Dispute Resolution. By entering the Sweepstakes, each entrant agrees (a) that the Sponsors maintain the right to decide all matters and disputes arising from the Sweepstakes, (b) that the Celtics' determination of the Prize Winners will be final and binding, and (c) to hold harmless and indemnify the Sponsors and the NBA Entities from and against any and all liabilities, damages, expenses, claims, and causes of actions (however named or described, whether alleged or actual), with respect to, arising out of or relating to: (i) the entrant's participation in the Sweepstakes, 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; (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; and (iii) travel to or from any Sweepstakes-related activity. By entering the Sweepstakes or accepting a prize, each Prize Winner agrees that the Sponsors and the NBA Entities will have no liability and will be held harmless by such Prize Winner for any and all liabilities, losses, injuries, or damages 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 the prize or participation in the Sweepstakes, even if caused or contributed to by the negligence of the Sponsors or the NBA Entities.

8. **Identification of Prize Winners.** For identification of the Prize Winners, or for a copy of the Official Rules, send a written request along with a self-addressed stamped envelope to: “2024 Boston Celtics Fan Appreciation Night Sweepstakes presented by TD Bank” c/o Boston Celtics, 100 Causeway Street, Suite 1210, Boston, MA 02114. The written request and self-addressed stamped envelope must be received no later than May 12, 2024. Please indicate whether you are requesting the identification of the Prize Winners or a copy of the Official Rules.
9. **Disputes.** THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW. By entering the Sweepstakes, each entrant agrees that to the extent maximum permitted by applicable law: (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded, will be resolved individually, without resort to any form of class action; and (b) entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental, exemplary, indirect, 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 Official Rules or the rights and obligations of entrants and the Sponsors in connection with the Sweepstakes 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.
10. **Privacy.** Personally identifiable information that is submitted by entrants as part of the Sweepstakes will only be used to administer the Sweepstakes, select the Prize Winners, and fulfill the prizes, and will be treated in accordance with the privacy policy accessible at [http://www.nba.com/news/privacy\\_policy.html](http://www.nba.com/news/privacy_policy.html).
11. **Sponsors.** Banner Seventeen, LLC, doing business as the Boston Celtics (100 Causeway Street, Suite 1210, Boston, MA 02114); and TD Bank, N.A (12000 Horizon Way, Mount Laurel, NJ 08054).
12. **Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules or the Required Documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official 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 Official Rules will not constitute a waiver of that or any other provision. Each entrant agrees 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 Website and/or the terms and conditions of the Official Rules, the Official Rules will prevail, govern, and control, and the discrepancy will be resolved in the Sponsors’ sole and absolute discretion.