## KNICKS "FAMILY FOREVER" CONTEST Presented by Makers Mark (the "Contest")

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID OUTSIDE OF THE STATED ELIGIBILTY AREA AND WHERE PROHIBITED BY LAW. BY ENTERING THE CONTEST, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES.

- 1. **ENTRY PERIOD**: Entry period begins at 9:00 a.m. Eastern Time ("ET") on February 27, 2024 and ends at 11:59 p.m. ET on March 27, 2024 ("Entry Period"). Entries submitted before or after the Entry Period will not be considered.
- ELIGIBILITY: OPEN ONLY TO LEGAL U.S. RESIDENTS OF NEW YORK, NEW JERSEY AND CONNECTICUT, WHO RESIDE WITHIN A 150-MILE RADIUS OF MADISON SQUARE GARDEN (THE "ARENA") AND ARE AT LEAST 21 YEARS OF AGE OR OLDER. VOID OUTSIDE THE AREA STATED HEREIN AND WHERE PROHIBITED. Employees, officers, directors, freelancers and independent contractors of MSG Sports, LLC, MSG Entertainment Holdings, LLC (collectively, "MSG"), Beam Suntory Inc. ("Presenter"), New York Knicks, LLC (the "Knicks" or "Sponsor"), The National Basketball Association (the "NBA"), the NBA Member Teams, NBA Media Ventures, LLC, NBA TV, LLC, and NBA Properties, Inc. (collectively, the "NBA Entities"), and any of the foregoing's respective parent companies, affiliates, subsidiaries, licensees, sponsors, promotional partners, advertising/promotional agencies and prize providers, and members of such individuals' immediate family (spouse, parent, sibling, children, step-children, grandparent or grandchildren and their respective spouses, regardless of where they reside) and/or their household members, whether or not related, are not eligible to participate. This Contest is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are binding and final on matters relating to this Contest.
- 3. **HOW TO ENTER**: During the Entry Period, to be entered in the Contest, entrants must visit <a href="www.knicks.com/familyforever">www.knicks.com/familyforever</a>, locate the dedicated Contest page and follow the online instructions to complete and return the entry form which must include a brief essay (250 words or less) describing the entrant's family, ways the family has been able to stay connected, what winning the prize would mean for them, and the intended plans for the entrant's family reunion including date and location ("Contest Submission"). Limit one (1) Contest Submission per person/email address. Multiple Contest Submissions from any person or email address will be void. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. All entries become the property of Sponsor and will not be acknowledged or returned. Entries that are received outside of the Entry Period, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS CONTEST ON THEIR MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS CONTEST. ENTRANTS SHOULD CONSULT THEIR WIRELESS

PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS CONTEST.

- 4. **CONTENT OF CONTEST SUBMISSION**: Each Contest Submission (i) must be the entrant's own work product, (ii) must be in English, (iii) cannot have been previously submitted in connection with any other contest, and (iv) must be in keeping with the Sponsor's image. Contest Submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that:
  - is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
  - promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
    - is obscene or offensive and/or endorses any form of hate or hate group;
  - appears to duplicate any other submitted submission;
  - defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, other people or companies; defames or invades publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any person's personal or property rights or any other third party rights;
  - contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary;
  - contains copyrighted materials owned by others (including music, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
  - defames or contains materials embodying the names, likenesses, voices, or other indicia
    identifying any person (living or dead), such as license plate numbers, personal names,
    e-mail addresses or street addresses, including, without limitation, celebrities and/or
    other public or private figures, living or dead, without permission, to the extent
    permission is necessary;
  - communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; and/or
  - violates any law.

By submitting a Contest Submission, each entrant represents and warrants that their Contest Submission conforms to these Official Rules, and understands that Sponsor, in its sole discretion, may disqualify the Contest Submission/entrant for any reason, including if Sponsor determines that the Contest Submission fails to conform to these Official Rules in any way or otherwise contains unacceptable content. Sponsor reserves the right to allow for minor deviations from the guidelines and restrictions set forth herein, based on clear intent by an entrant to comply with these Official Rules, as determined by Sponsor in its sole discretion.

Each entrant acknowledges that Contest Submissions are not confidential. Each entrant acknowledges that Sponsor and other entrants may have created ideas and concepts contained in their Contest Submissions that may have familiarities or similarities to his/her/their own Contest Submission, and that he/she/they will not be entitled to any compensation or right to negotiate with Sponsor because of these familiarities or similarities.

- 5. **WINNER DETERMINATION**: A qualified panel of judges selected by Sponsor will judge all eligible Contest Submissions to determine the winners based on the following criteria: (i) clear articulation of what winning the prize would mean to the entrant and /their family (50%); (ii) articulation of what makes the entrant's family unique (25%); and (iii) the creativity of the ways the family stays connected (25%). The entrants who submitted the top five (5) ranked Contest Submissions based on the judges scores will be deemed the potential winners. In the event of a tie among any of the Contest Submissions, Sponsor will re-judge the tied Contest Submissions and re-rank the Contest Submissions at issue based on the foregoing criteria until the potential winners are determined. Decisions of Sponsor are final and binding. Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Submissions. Judging scores will not be revealed.
- 6. **PUBLICITY GRANT AND LICENSE/USE OF ENTRIES:** By submitting a Contest Submission, each entrant waives all moral rights in and to the Contest Submission and grants to Sponsor, MSGS, MSGE, Presenter, and their respective licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Contest Submission and all elements of such Contest Submission, together with any other material, and the name, business name, city and state of residence, voice, image and/or likeness of entrant, in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Sponsor, he/she will sign documents to this effect. Without limiting the forgoing, Sponsor has the right to use the Contest Submissions, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion, or for any other commercial or non-commercial purpose. Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of their Contest Submission, the parties have no obligation to make use of the rights granted herein.
- 7. WINNER NOTIFICATION AND REQUIREMENTS: Potential winners will be notified promptly following the conclusion of the judging. Potential winners must comply with all terms and conditions of these Official Rules, and winning a prize is contingent upon fulfilling all requirements as determined by Sponsor. Potential winners will be notified by phone and/or email using the information provided in the applicable Contest Submissions. Each potential winner will be required to sign and return a fully completed Affidavit of Eligibility, Liability/Publicity Release, an IRS W-9 form and/or such other documentation reasonably required by Sponsor ("Prize Acceptance Documents") within the time period specified in the prize notification. Potential winners will only be deemed official Contest winners (each, an "Official Winner) after Sponsor's receipt, acceptance and confirmation of the required Prize Acceptance Documents. If a notification is returned as undeliverable, a potential winner cannot be reached or fails to respond

to the initial notification or return the Prize Acceptance Documents within the time period stated, or a potential winner is not in compliance with these Official Rules, then such potential winner may be disqualified and in such event shall forfeit the prize and Sponsor may (but is not obligated to) award the prize to the entrant who submitted the next ranked Contest Submission based on the judges rankings determined in accordance with these Official Rules. Sponsor shall not be responsible for any delays in awarding a prize for any reason.

- 8. **PRIZE**: Each Official Winner will receive (i) \$5,000 in cash with the understanding that that such funds are being awarded by Sponsor with the intention of being applied by the winners towards food and non-alcoholic beverages for their family reunion and will not be used for the purchase of alcoholic beverages or other controlled substances; and (ii) up to forty (40) family reunion t-shirts, as determined by Sponsor. Said prizes must be used within one (1) year of receipt. Approximate Retail Value ("ARV") for each prize: \$6,000. Cash portion of the prize package will be awarded in the form of a check. T-shirt portion of prize package will be fulfilled in such method as determined by Sponsor. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners will be responsible for all federal, state and local taxes and fees and other expenses associated with prize receipt and/or use that are not expressly included in the prize description. No substitution, assignment or transfer of any prize is permitted, except by Sponsor, who reserves the right to substitute prize or prize component with another prize of comparable or greater value. Non-cash prizes cannot be redeemed for cash. All prize details are at Sponsor's sole discretion. Winners are responsible for compliance with all applicable federal, state, and local laws. Winners may, in Sponsor's sole discretion, be featured (but are not guaranteed to appear) on Sponsor's website in connection with the Contest. Limit one (1) prize per person.
- 10. **PRIVACY POLICY**: Personal information collected/provided in connection with this Contest will be used in accordance with the Sponsor's Privacy Policy, which can be viewed at <a href="https://www.msgsports.com/privacy/">https://www.msgsports.com/privacy/</a>. Entrants who provide their email address will automatically be enrolled to receive emails from or on behalf of Sponsor or others and can opt out of receiving future emails at any time by following the directions provided in such emails.
- 11. **GENERAL CONDITIONS**: Sponsor reserves the right to cancel or modify the Contest (or any portion thereof) if fraud, technical failures or any other factor impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes using the winner determination procedure set forth above from among the nonsuspect, eligible Contest Submissions received up to the time of the impairment using the judging criteria specified above or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner and void all associated Contest Submissions. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including, without limitation, attorneys' fees) and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant

and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

RELEASE/LIMITS OF LIABILITY: By entering this Contest, each entrant (including the winners) agree to release and hold harmless Sponsor, MSG, Presenter, the NBA Entities, and their respective parents, affiliates, subsidiaries, officers, directors, shareholders, agents, contractors, employees and all others associated with the development and execution of this Contest (collectively, "Released Parties") from and against any losses, damages, rights, claims or causes of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Contest or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded (including any travel or activity related thereto) in connection with the Contest, including without limitation personal injury, death and/or property damage, as well as claims based on intellectual property rights, publicity rights, defamation and/or invasion of privacy. Released Parties are not responsible for lost, late, delayed, incomplete, inaccurate, false, stolen, garbled, damaged, or misdirected Contest Submissions, emails or other communications of any kind or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, 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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Contest Submissions, the announcement of the prizes, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer or other device related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Contest Submissions will be void. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By accepting the prize, Official Winners agree that the Released Parties will have no liability whatsoever for, and shall be held harmless by winners against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest or from acceptance, possession, misuse or use of any prize (including travel thereto). Released Parties are not liable in the event any portion of the Contest is cancelled due to acts of God, weather, earthquake, storm, flood, civil unrest, strike or other labor dispute, war, national or state emergency, actual or threatened terrorist activity or related security or safety concerns, epidemic or pandemic, quarantine and/or similar or related action by government authority, act or order of competent public authority, failure of transportation or electrical or other utilities, fire or other casualty, or any other similar or dissimilar condition beyond their control.

- 13. **DISPUTES**: Each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New York or the appropriate New York State Court located in New York; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest and in no event will entrants be permitted to obtain attorneys' fees or other legal costs; and (iii) under no circumstances will entrants be permitted to obtain awards for and entrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.
- 14. **MISCELLANEOUS**: The invalidity or unenforceability of any provision of these Official Rules, instructions on the Contest website, or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any portion of the Contest, including the Official Rules, instructions on the Contest website, and/or the Prize Acceptance Documents 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. Entrants agree to waive any rights to claim ambiguity of these Official Rules.
- 15. **CONTEST SPONSOR**: New York Knicks, LLC, 2 Penn Plaza, New York, NY 10121.
- 16. **WINNER LIST**: For the names of the Contest winners please send an email with the subject line "Knicks Family Forever Contest" (or similar) to <a href="mailto:Sweepstakes@msg.com">Sweepstakes@msg.com</a> no later than 30 days after the end of the Contest Period.