## NY KNICKS "SMS" SWEEPSTAKES (the "Sweepstakes")

## **OFFICIAL RULES**

## NO PURCHASE OR TEXT MESSAGE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE OR TEXT MESSAGE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. PERIOD: Sweepstakes begins at 11:00 a.m. Eastern Time ("ET") on April 15, 2024 and ends at 11:59 p.m. ET on April 18, 2024 (the "Sweepstakes Period").
- 2. ELIGIBILITY: Sweepstakes is open to legal U.S. residents of New York, New Jersey and Connecticut, at least eighteen (18) years old at time of entry and who reside within a 150-mile radius of the arena at Madison Square Garden. Sweepstakes is void outside the area stated herein and where prohibited by law. Directors, employees, and the immediate family (spouses, parents, siblings, children, grandparents or grandchildren and their respective spouses, regardless of where they reside) and/or household members of individuals, whether or not related, employed by New York Knicks, LLC (the "Knicks" or "Sponsor"), MSG Sports, LLC, MSG Entertainment Holdings, LLC (MSG Sports, LLC and MSG Entertainment Holdings, LLC are collectively referred to herein as "MSG"), the National Basketball Association (the "NBA"), the NBA Member Teams, NBA Media Ventures, LLC, NBA TV, LLC, and NBA Enterprises, LLC (collectively, the "NBA Entities") and all of their respective parents, subsidiaries, affiliates, directors, officers, employees, advertising and promotional agencies, are ineligible to participate. Sweepstakes is subject to all applicable MSG, NBA Entities, Sponsor, federal, state and local laws, policies and guidelines. Official Rules are subject to change at Sponsor's sole discretion. By entering, each entrant agrees to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding on all matters.
- 3. TO ENTER: Limit one (1) entry per person regardless of method of entry.
  - (i) Method #1: During the Sweepstakes Period, individuals who text "Round1" to 37187 will be entered for a chance to win. If you text "Round1" to 37187, Sponsor will send you a one-time text confirming your Sweepstakes entry and providing information on how to receive additional offers from Sponsor. Message and/or data rates may apply.
  - (ii) Method #2: During the Sweepstakes Period, to enter without texting "Round1" to 37187, individuals who print their full name, date of birth, e-mail address, street address (including city, state and zip code) and day and evening telephone numbers on one side of a 3"x5" index card, and mail it to: NY Knicks "SMS" Sweepstakes, Two Pennsylvania Plaza, 14th Floor, New York, NY 10121 will be entered for a chance to win.

Multiple entries from any person 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.

4. SELECTION OF WINNERS: Sponsor will randomly select three (3) potential winners after the Sweepstakes Period from among all eligible entries (each a "Potential Winner"). Each Potential Winner will be notified by mobile phone or email (depending on method of entry). Each Potential Winner must comply with all terms and conditions of these Official Rules, and winning a prize is contingent upon fulfilling all requirements. Each Potential Winner (or the parent or legal guardian of the Potential Winner if applicable) may be required to sign and return an Affidavit of Eligibility, W-9 Form and Liability/Publicity Release within twenty-four (24) hours of the date of notice in order to claim his/her/their prize and become an official winner (each an "Official Winner"). If a prize or prize notification is returned as undelivered, prize

remains unclaimed, a Potential Winner cannot be contacted, fails to sign and return the Affidavit of Eligibility, W-9 Form and Liability/Publicity Release within the required time period or is not in compliance with these Official Rules, the Potential Winner may be disqualified and forfeits the prize. In the event that a Potential Winner is disqualified for any reason, Sponsor may award the prize to an alternate Potential Winner by random drawing from among all remaining eligible entries received. Odds of winning depend on the total number of eligible entries received during the Sweepstakes Period.

5. <u>PRIZE (3)</u>: Each Official Winner will receive two (2) tickets to each New York Knicks' home game during Round 1 of the 2023-24 NBA Playoffs, subject to availability and with all details to be determined by Sponsor. Total Approximate Retail Value ("ARV") of all Prizes: \$1,800 - 3,600. ARV of each Prize: \$600 - \$1,200.

Tickets (if applicable) are subject to terms and conditions stated thereon (as well as the policies of MSG, its affiliates and its parents). Each Official Winner, and his/her/their accompanying guest (if applicable), agree to comply at all relevant times with all MSG, NBA Entities, Sponsor, federal, state, city, and local rules, policies, regulations, guidelines, and laws, as may change from time to time, as may be requested or required by MSG. Failure to do so may result in forfeiture of prize.

If applicable, transportation to/from the event(s) is not included as part of the prize. Cash prizes (if applicable) may be awarded in the form of a check. If applicable, the autographed item(s) is not game used and/or game worn and the actual ARV of the autographed item(s) may vary based on market fluctuation. If applicable, player who will autograph the prize(s) will be determined by Sponsor in its sole discretion. Prize is awarded "as is" with no warranty or guarantee, either express or implied. Each Official Winner will be responsible for all federal, state and local taxes and fees and other costs and expenses associated with prize receipt and/or use that are not expressly included in the prize description, including but not limited to transportation to and from the venue(s) (if applicable), meals and beverages. No cash or non-cash prize or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. All prize details are at Sponsor's discretion.

- 6. PUBLICITY: Except where prohibited, participation in the Sweepstakes constitutes each Official Winner's (and the parent or legal guardian of the Official Winner if applicable) consent to Sponsor, MSG, the NBA Entities and their respective parent, subsidiary and affiliated companies and their designees to use his/her/their name, likeness, photograph, voice, opinions, biographical information, hometown and state for advertising and promotional purposes, in any manner, in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.
- 7. PRIVACY POLICY: The personal information collected/provided in connection with this Sweepstakes will be used in accordance with the Privacy Policy, which can be found at <a href="https://www.msgsports.com/privacy/">https://www.msgsports.com/privacy/</a>. Entrants who provide their contact information will automatically be enrolled to receive communications from or on behalf of Sponsor or others and can opt out of receiving future communications at any time by following the directions provided in such communications.
- 8. GENERAL CONDITIONS: Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered or garbled entries, texts, or emails, or other communications of any kind, or postage-due, damaged or illegible mail; 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 Sweepstakes, including, without limitations, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, or in any Sweepstakes-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 Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or other device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures or any other factor impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among all non-suspect, eligible entries received up to the time of the impairment 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 Sweepstakes or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including, without limitation, attorney's fees) 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 email addresses.

- 9. RELEASE/LIMITS OF LIABILITY: By entering this Sweepstakes, each entrant (and the parent or legal guardian of such entrant if applicable) agree to release and hold harmless Sponsor, MSG, the NBA Entities and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, agents, employees and all others associated with the development and execution of this Sweepstakes (collectively, "Released Parties") from and against any losses, damages, rights, claim or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of the prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.
- 10. DISPUTES: Each entrant (and the parent or legal guardian of such entrant if applicable) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, 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 Sweepstakes and in no event will entrant 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 Sweepstakes, 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.

- 11. SWEEPSTAKES SPONSOR: New York Knicks, LLC, 2 Pennsylvania Plaza, 14<sup>th</sup> Floor, New York, NY 10121.
- 12. WINNER LIST: For the name of the Official Winners (i.e., first name, last initial) or a copy of these Official Rules, please send a self-addressed, stamped envelope to: NY Knicks "SMS" Sweepstakes, 2 Pennsylvania Plaza, 14th Floor, New York, NY 10121 within thirty (30) days of the Sweepstakes Period. Please specify Winner's List or Official Rules Request.