PHOENIX SUNS
"PHOENIX SUNS ROOKIES SIGNED HAT GIVEAWAY"
Official Rules

No Purchase Necessary To Enter Or Win. A Purchase Will Not Increase Your Chances Of Winning. Sweepstakes Is Subject To All Applicable Federal, State, And Local Laws And Regulations. Void Where Prohibited. Please read carefully all terms and conditions of this agreement. These terms include an agreement to resolve disputes by arbitration on an individual basis.

1. **AGREEMENT TO OFFICIAL RULES**: Participation in the "Phoenix Suns Rookies Signed Hat Giveaway" (the "Sweepstakes") constitutes Entrant's (as defined below) full and unconditional agreement to and acceptance of these Official Rules and the decisions of Administrator (as defined below), which are FINAL AND BINDING in all respects. RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **ELIGIBILITY:** The Sweepstakes is open to legal residents of Arizona, who at the time of participation, are at least eighteen (18) years of age or older (the "Entrant"). Only one (1) individual may be identified as an Entrant. All directors, officers, volunteers and employees of Suns Legacy Partners, L.L.C., d/b/a the Phoenix Suns ("Administrator"), the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership d/b/a PHX Arena, and each of their respective companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Sweepstake agencies, and each of their immediate family members (spouses, parents, children and siblings, and their respective spouses), and those living in the same household as each, are not eligible to participate in or win any prize in the Sweepstakes.

3. **ODDS OF WINNING:** The odds of winning a prize will depend on the number of eligible entries received during the Sweepstakes Period (as defined below). As used herein, "Winner(s)" shall mean each recipient of the Prize (as defined below).

4. **PRIZES**: One (1) Winner of the Sweepstakes will receive the following prize as described below (the "Prize"):

    (i) One (1) Phoenix Suns Rookies Signed Hat

    Total approximate retail value of the Prize is $150.00.

    The Prize is non-assignable and nontransferable. No cash equivalent of the Prize will be awarded, and the Prize is not exchangeable or otherwise transferable. Administrator (as applicable) reserves the right to substitute any Prizes in whole or in part with other prizes of comparable or greater value if the intended Prize is not available for any reason, as determined by Administrator, in Administrator's sole discretion.

    The date and time of any applicable game may be subject to change and cancellation. The terms and conditions of any applicable tickets awarded as a Prize shall govern in the event that the game is cancelled or rescheduled. The Winner(s) and guest(s) agree to comply with all applicable venue rules and policies in connection with the Prize. The venue has the right to remove or to deny entry to any Winner or guest who engages in a non-sportsmanlike or disruptive manner, or exhibits an intent to

annoy, abuse, threaten or harass any other person at the game. Any comments made by a Winner in a social media format containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous may disqualify the Winner, at Administrator's sole discretion. Administrator will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any game. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, parking, and ground transportation are the Winners' sole responsibility. All travel risks, insurance, loss or damage due to Prize acceptance or use are the sole responsibility of the Winner(s). Neither Administrator, nor their affiliates or subsidiaries will be responsible for any loss, liability or damage arising out of a Winner's acceptance or use of the Prizes.

5. **SWEEPSTAKES PERIOD:** The Sweepstakes will begin on Saturday, March 29, 2025 at 4:00 PM local Phoenix time and end on Sunday, March 30, 2025 at 4:00 PM local Phoenix time ("Sweepstakes Period"). The Administrator's computer system shall be the official timekeeper.

6. **HOW TO ENTER:** Entrant must enter using one of the following methods:

    a. Entrant must have a public Facebook account to participate and enter. If Entrant does not have an account, there is no cost to create one. To create a Facebook account from the Facebook app, download the Facebook app for Apple iOS from the Apple Store or Android from the Google Play Store. Once the app is installed, tap the Facebook icon and follow the onscreen registration instructions. To create a Facebook account from a computer, go to www.facebook.com and follow the onscreen registration instructions. Entrant must agree to comply with Facebook's Statement of Rights and Responsibilities (http://www.facebook.com/terms.php) and Facebook's Community Standards (http://www.facebook.com/communitystandards) in order to create and maintain a Facebook account. During the Sweepstakes Period, Entrant must (i) follow @Suns on Facebook, (ii) like the Sweepstakes Facebook post and (iii) comment on the Sweepstakes Facebook post. Limit one entry per person. Multiple entries per person, including multiple entries by the same Entrant using different e-mail addresses and/or Facebook accounts, will invalidate ALL entries submitted by that Entrant for the entire Sweepstakes Period. All entries must be received by Administrator during the Sweepstakes Period.

    Due to the way Facebook operates its service, Administrator may not receive entries from Facebook users with "private" posts. Entrants must continue to follow @Suns on Facebook through the Sweepstakes Period and for at least fourteen (14) days thereafter (for potential notification purposes) to participate in the Sweepstakes and be eligible to win. All posts and/or comments in connection with this Sweepstakes must NOT, in the sole discretion of Administrator, (i) contain language that violates or infringes upon another's rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement); (ii) contain language that is inappropriate, indecent, obscene, profane, hateful, tortious, defamatory, slanderous, controversial or libelous; (iii) contain language that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and (iv) contain language that is unlawful, in violation of or contrary to applicable laws or regulations.

b. Entrant must have a public Instagram account to participate and enter. If Entrant does not have an account, there is no cost to create one. To create an Instagram account from the Instagram app, download the Instagram app for Apple iOS from the Apple Store or Android from the Google Play Store. Once the app is installed, tap the Instagram icon and follow the onscreen registration instructions. To create an Instagram account from a computer, go to www.instagram.com and follow the onscreen registration instructions. Entrant must agree to comply with Instagram's Terms of Use and Community Guidelines in order to create and maintain an Instagram account. During the Sweepstakes Period, Entrant must (i) follow @Suns on Instagram, (ii) like the Sweepstakes Instagram post and (iii) comment on the Sweepstakes Instagram post. Limit one entry per person. Multiple entries per person, including multiple entries by the same Entrant using different e-mail addresses and/or Instagram accounts, will invalidate ALL entries submitted by that Entrant for the entire Sweepstakes Period. All entries must be received by Administrator during the Sweepstakes Period.

   Due to the way Instagram operates its service, Administrator may not receive entries from Instagram users with "private" posts. Entrants must continue to follow @Suns on Instagram through the Sweepstakes Period and for at least fourteen (14) days thereafter (for potential notification purposes) to participate in the Sweepstakes and be eligible to win. All posts and/or comments in connection with this Sweepstakes must NOT, in the sole discretion of Administrator, (i) contain language that violates or infringes upon another's rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement); (ii) contain language that is inappropriate, indecent, obscene, profane, hateful, tortious, defamatory, slanderous, controversial or libelous; (iii) contain language that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and (iv) contain language that is unlawful, in violation of or contrary to applicable laws or regulations.

c. Entrant must have a non-private Twitter (n/k/a X) account to participate in and enter this Sweepstakes. If an Entrant does not have a non-private account, there is no cost to create one at www.twitter.com. Entrant must agree to comply with the Twitter Terms of Service (https://twitter.com/tos) and Twitter Privacy Policy (https://twitter.com/privacy) in order to create a Twitter account. During the Sweepstakes Period, Entrant must (i) follow @Suns on Twitter, (ii) like the Sweepstakes Twitter post and (iii) comment on the Sweepstakes Twitter post. Multiple entries per person, including multiple entries by the same Entrant using different e-mail addresses, will invalidate ALL entries submitted by that Entrant for the entire Sweepstakes Period. All entries must be received by Administrator during the Sweepstakes Period.

   Due to the way Twitter operates its service, Administrator may not receive entries from Twitter users with "protected" updates. Entrants must continue to follow @Suns through the Sweepstakes Period and for at least fourteen (14) days thereafter (for potential notification purposes) to participate in the Sweepstakes and be eligible to win. The tweet must NOT, in the sole discretion of the Administrator, (i) contain language that violates or infringes upon another's rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement); (ii) contain language that is inappropriate, indecent, obscene, profane,

hateful, tortious, defamatory, slanderous, controversial or libelous; (iii) contain language that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (iv) contain language that is unlawful, in violation of or contrary to applicable laws or regulations.

7. **WINNER(S) SELECTION:** Administrator will conduct one (1) random drawing on or about Sunday, March 30, 2025 at 4:00 PM local Phoenix time, from all the eligible Entrants received during the Sweepstakes Period. All potential Winners are subject to eligibility verification by Administrator. An Entrant is not a Winner of any Prize, even if notified of being a Winner, unless and until the Entrant's eligibility has been verified.

8. **WINNER(S) VERIFICATION**: Winner will be notified by email or by telephone and will be required to execute and return an affidavit of eligibility/liability release and, where lawful, a publicity release (collectively, the "Winner's Affidavit") within seventy-two (72) hours of date of issuance. Each Entrant understands that Administrator or their respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the Prize awarded to Entrant from Entrant's participation in the Sweepstakes the form of an IRS Form W-9, or otherwise. Entrant must currently be a legal resident of the United States to be awarded any Prize. Entrant understands that prior to being entitled to receive any Prize, and prior to receiving any Prize, Entrant will first provide Administrator with all of Entrant's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form 1099), and that Entrant's failure to provide such information to Administrator will result in Entrant's automatic ineligibility to receive any Prize. In the event: (a) such potential Winner declines the Prize in writing, (b) the Winner's Affidavit or tax-related documents are not returned within the time period stated above, (c) Prize or Prize notification is returned as undeliverable, (d) the Administrator is unable to contact a potential Winner within a reasonable time period, or a potential Winner is not otherwise in compliance with these Official Rules, the Prize will be forfeited and, at Administrator's sole discretion and time permitting, Administrator may select an alternate Winner from all remaining eligible entries. There will be three (3) alternate drawings for the Prize after which such Prize will remain un-awarded. Prize will be fulfilled approximately seven (7) calendar days after the drawing. Limit one (1) Prize per person/per authorized account holder/per household. "Authorized Account Holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute as to any e-mail entry submitted, e-mail entries submitted will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Proof of being the authorized account holder may be required.

9. **TAXES AND EXPENSES:** Winner is responsible for all applicable taxes (including, but not limited to federal, state, local and/or income) and other fees and expenses associated with the Prize.

10. **CONDITION/USE RIGHTS:** Except where prohibited by law, by accepting any Prize, each Entrant and Entrant's parent or legal guardian consents to Administrator, National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports & Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the Winner's name,

address, voice, statement, picture or other likeness, without additional compensation (other than the specific prize described herein), for public relations, advertising and promotional purposes as may be determined by Administrator.

11. **RELEASE AND LIMITATIONS ON LIABILITY:** As a condition of participating in the Sweepstakes, Entrants agree to release and hold harmless all directors, officers, volunteers and employees of Administrator, the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership, the City of Phoenix and each of their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Sweepstakes agencies (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes, or receipt or use of any Prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Sweepstakes or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or acceptance, receipt, use, or misuse of any Prize, or travel to any Sweepstakes-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation, invasion of privacy, or merchandise delivery. ENTRANT FURTHER AGREES TO RELEASE THE RELEASED PARTIES AND THEIR DESIGNEES AND ASSIGNS FROM ANY LIABILITY WHATSOEVER, AND TO WAIVE ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES OR ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS, COSTS, PERSONAL INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OR PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY. Administrator is not responsible if any Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

    This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook. Entrant understands that Entrant is providing Entrant's information to Administrator and not to Facebook.

    This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram. Entrant understands that Entrant is providing Entrant's information to Administrator and not to Instagram.

    This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with X (f/k/a Twitter). Entrant understands that Entrant is providing Entrant's information to Administrator and not to X (f/k/a Twitter).

12. **CANCELLATION/SUSPENSION**: If for any reason the Sweepstakes is impaired in any way for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of

the Sweepstakes, Administrator reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes. If Administrator decides to reconvene the Sweepstakes after a suspension, the determination of the Prize Winner(s) will be made, from among all eligible, non-suspect entries received as of the date of the suspension, as Administrator determines at its sole discretion.

13. **DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Administrator reserves the exclusive right to disqualify any individual from the Sweepstakes that it finds, in their sole discretion, to be tampering with the entry process, or the operation of the Sweepstakes, to be acting, or be, in violation of the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of the Sweepstakes. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, shall void all such entries by any such methods, and shall disqualify any Entrant using such methods from the current Sweepstakes and any future sweepstakes. CAUTION: Any attempt by an Entrant or any other individual to deliberately damage or undermine the legitimate operation of the Sweepstakes may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, Administrator reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

14. **AGREEMENT TO ARBITRATE.** Each Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with these Sweepstakes, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration, rather than in court, except that the claimant may assert claims in small claims court, if the claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

    Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator also must follow the terms of this agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of the Prohibition of Class and Representative Actions and Non-Individualized Relief section below, shall be for a court of competent jurisdiction to decide.

    The arbitration will be conducted by the American Arbitration Association (referred to as the "AAA") under its rules and procedures, as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or by the court.

    The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is $10,000 or less, either party may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the parties subject to the discretion of the arbitrator to require an in-person hearing, if the

circumstances warrant. In cases where an in-person hearing is held, either party may attend by telephone, unless the arbitrator require otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Administrator will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator determine the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Administrator for all fees associated with the arbitration paid by Administrator on your behalf that you otherwise would be obligated to pay under the AAA's rules.

With the exception of any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section below, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arizona, excluding Arizona's conflicts of law doctrine.

15. **PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF:** Each Entrant and Administrator agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both Entrant and Administrator agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

16. **WINNERS LIST:** For a list of Winners, send a self-addressed, stamped envelope for receipt by April 29, 2025 to: "Phoenix Suns Rookies Signed Hat Giveaway" c/o Ethan Curtis, 475 E. Lincoln Street, Phoenix, AZ 85004. For a copy of these Official Rules, please visit www.suns.com.

17. **MISCELLANEOUS:** By entering this Sweepstakes you agree and acknowledge that you may be contacted in the future by Administrator, National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports & Entertainment Services,

LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents, and your name and any other personal information you have provided will automatically be added to the "In The Post" and "Downtown Live" databases, from which you will receive e-mails containing news and Sweepstake information at the e-mail address which you have provided.

18. **PRIVACY**. By participating in the Sweepstakes, Entrant authorizes Administrator to collect, use, process, transfer and store all data provided by Entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that such parties deem necessary, whether within Entrant's country of residence or elsewhere, and with such party(ies) as Administrator deems appropriate, for purposes of administration of the Sweepstakes. All information submitted to Administrator as part of the Sweepstakes will be treated in accordance with the following privacy policy, https://www.nba.com/privacy-policy. Personal information will be used only to: (a) provide information about the Sweepstakes; (b) contact and publicize potential Winners; and/or (c) if an Entrant selects to receive additional information from Administrator on the entry form, to send additional information to that Entrant during or after the Sweepstakes Period (Entrant may opt out at any time from receiving additional information pursuant to Administrator's privacy policy). Entrants to the Sweepstakes will be given the option to receive commercial e-mails from Administrator; however, eligibility to participate in the Sweepstakes is not dependent upon Entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data requested on the entry forms to be eligible. Entrants have the right to withdraw and correct their personal data, but Entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy statements of Administrator.

19. **ADMINISTERED BY:** Suns Legacy Partners, L.L.C., 475 East Lincoln Street, Phoenix, AZ 85004.

ALL RIGHTS RESERVED.