

NEW YORK LIBERTY'S LOVE LOUD 2-DAY GETAWAY PRESENTED BY RESORTS WORLD CATSKILLS:

OFFICIAL SWEEPSTAKES RULES

1. Sweepstakes Description: The following terms and conditions apply to that certain sweepstakes known as the *New York Liberty's LOVE LOUD 2-Day Getaway presented by Resorts World Catskills* (the "Sweepstakes"). An individual who, during the Sweepstakes Period (as defined below), registers for a New York Liberty Pride event at https://bit.ly/NYL_PrideWeek (collectively, an "Entry"), will be provided with a chance to win one (1) stay for two (2) nights at Resorts World Catskills, which shall include one (1), one hundred dollar (\$100) dining voucher (all prize details by shall be determined by New York Liberty, LLC ("NYL") in its sole discretion) (collectively, the "Prize").

ARV of the Prize: \$400

- **2. Sweepstakes Period:** The "Sweepstakes Period" means the period of time beginning at 10:00 AM on June 19, 2020 and ending at 6:00 PM on June 26, 2020. In order to qualify, entries must be received during the Sweepstakes Period. Any entries received thereafter shall be null and void, and ineligible for the Sweepstakes. NYL is not responsible for late, incomplete, or misdirected entries, nor is it obligated to publicly announce the Sweepstakes results.
- **3.** To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Sweepstakes, an eligible entrant ("Entrant") must, during the Sweepstakes Period, submit an Entry during the Sweepstakes Period.

Limit: One (1) Entry per person during the Sweepstakes Period. If an Entrant completes multiple Entries, only the first Entry will be considered. All Entries become the property of NYL.

By entering the Sweepstakes in the manner described above, an Entrant consents (a) to being contacted by NYL and its respective affiliates and designees; and (b) to be bound by, and comply with, all of the terms and conditions set forth in these Official Sweepstakes Rules.

4. Eligibility: VOID WHERE PROHIBITED. Entrants must be at least 18 years of age at the time of Entry submission and reside within the marketing territory of the New York Liberty as defined by the WNBA. Sweepstakes is void where prohibited or restricted by law. Employees, officers and directors (and

their parents, siblings, spouses and children) of (a) NYL; (b) its advertising and promotional agencies; and (c) their respective parents, subsidiaries or affiliates, are not eligible to participate in the Sweepstakes.

5. Selection of the Winners and Notification: Subject to the terms and conditions set forth herein, there will be five (5) Prize winners (each, a "<u>Winner</u>"), randomly selected from among all qualifying Entrants on or about July 1, 2020.

The Winners will be notified via email on or about July 1, 2020. If a potential Winner: (a) is unreachable; (b) does not make direct contact with NYL by the date specified in the notification message; or (c) fails to accept the Prize, NYL reserves the right, in its sole and absolute discretion, to disqualify such Winner and, to select a replacement Winner from the remaining qualifying Entrants. NYL shall not be responsible for failed attempts to notify the Winners and no responsibility is assumed by NYL for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winners. Odds of winning depend upon the number of eligible entries received.

- **6. Winner Verification:** Upon the request of NYL, each Winner must sign and return the following documents: (a) an affidavit of eligibility; (b) a liability/publicity release in form and substance satisfactory to NYL; and (c) any other releases and waivers requested by NYL, releasing NYL from any and all liability, loss, claims, demands and causes of action for or related to personal injury, damage, theft, loss, or any other harm suffered in connection with the Sweepstakes or the Prize. If any of the foregoing documents are not completed, signed, and returned prior to deadline noted therein, or if a Winner is deemed by NYL to be ineligible or not to have complied with these Official Sweepstakes Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining eligible entries, time permitting.
- 7. Prize Conditions, Terms and Restrictions: Only the Prize described in these Official Sweepstakes Rules shall be awarded and no substitutions, cash equivalents and/or redemptions shall be made, except that, in the event of Prize unavailability, NYL reserves the right to substitute the Prize with another prize of equal or greater value, in NYL's sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. Unless otherwise set forth herein, each Winner shall be solely responsible for any and all costs not specifically described as part of the Prize including any and all of his/her travel expenses and accommodations.

Except where prohibited by law, Prize acceptance constitutes a release granting NYL the right to use each Winner's names, likenesses, statements (if true), biographical information, voices, and cities and states of residence for advertising, marketing and publicity purposes on a worldwide basis (without review by the respective Winner) and in all forms of media, without compensation, remuneration, or other authorization. NYL expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. NYL makes no representations or warranties in connection with the Prize. Restrictions, conditions and limitations apply.

8. Posting Terms and License to Use Entrant Personal Information: In order to promote, market and publicize the Sweepstakes, NYL and its respective affiliates may require a license to use any and all information, materials and content submitted in the Sweepstakes including, but not limited to, each Entrant's name (and likeness), biographical information, and any other personal information submitted. Accordingly, by submitting an Entry, each Entrant expressly grants to NYL a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however NYL may deem fit in its sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an Entry.

- 9. Sweepstakes Conditions: The Sweepstakes is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or in these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by any Winner will result in such Winner's disqualification as the Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS NEW YORK LIBERTY, LLC, THE WOMEN'S NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER CLUBS, BROOKLYN EVENTS CENTER, LLC, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES.
- 10. Limitations of Liability: NYL shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. NYL may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or NYL representatives or employees. If, for any reason, the Sweepstakes is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of NYL which, in the sole opinion of NYL, corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, then NYL reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select the Winners based on entries received prior to the action taken.
- 11. Claims/Choice of Law: (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of Entrants and/or NYL in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of New York. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of New York and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or Official Sweepstakes Rules.
- **12. Winners List:** For a copy of the name of the Winners, send a postage paid, self-addressed envelope to:

New York Liberty Attn: Andriana Palmaro 168 39th Street, 7th Floor Brooklyn, New York 11232

Requests must be received within thirty (30) days of the date the Sweepstakes officially ends.

13. WNBA Rules : The Sweepstakes and the terms and conditions contained herein shall be governed by all Women's National Basketball Association (" <u>WNBA</u> ") rules, regulations, resolutions, and agreements, as they may be modified or amended from time to time.