

## **NBA Hobby Shop Makeover Promotion Official Rules**

### **No Purchase Necessary to Enter or Win.**

**Eligibility:** Promotion open to legal residents of the 48 contiguous United States & the District of Columbia who are 18 years of age or older as of 10/1/06 & own & operate a Hobby Shop in the 48 contiguous United States or the District of Columbia. A Hobby Shop is defined for the purpose of this Promotion, as one that is independently owned & operated, has a selling space between 700 square feet & 1,500 square feet devoted to trading cards & collectibles, & must be a retailer of NBA trading cards. Employees, officers, directors, agents, representatives & assignees of NBA Properties, Inc. ("Sponsor"), NBA Media Ventures, LLC, the NBA & its member teams & each of their respective parent companies, subsidiaries, affiliates, governors, owners, distributors, retailers, advertising/promotion agencies, & Project Support Team, Inc. ("P/S/T") (collectively, "Released Parties") & the immediate family members (spouse, parent, child, sibling & their respective spouses, regardless of where they reside) and/or those living in the same household of any such individuals, whether or not related, are not eligible to enter or win. This Promotion is subject to all applicable federal, state, & local laws & regulations. Void where prohibited by law.

**To Enter (Phase One):** Complete & submit an application & 3-5 current original, unaltered color photographs of the inside of your Hobby Shop (3"x5" to 8"x10" in size on which no image editing software has been used, no slides or transparencies accepted) taken within 6 months of entry. The application & the photos shall sometimes be collectively referred to hereafter as the "Entry." Applications are available in one of three ways: 1.) Visit [www.nba.com/hobbysshopmakeover](http://www.nba.com/hobbysshopmakeover) & follow the download instructions provided; 2.) Send an email to [nbacards@nba.com](mailto:nbacards@nba.com) & an application will be emailed back to you; or 3.) Send a fax on your letterhead to (212) 754-6414, Attention: NBA Hobby Shop Makeover & an application will be faxed back to you. To be eligible, any Entry (application & photographs) cannot have been previously published or submitted in any other competition & no alterations can be made to Hobby Shop after photograph is taken. There is a limit of one Entry per person, & Entry must be (i) complete, (ii) in English, & (iii) original & solely owned by Entrant. Modification of an existing work does not qualify as original.

**To Submit Entry (Phase One):** Between 10/1/06 & 10/31/06 send your completed Entry to: NBA Hobby Shop Makeover Promotion, c/o NBA Properties, Inc., 645 Fifth Avenue, New York, NY 10022. Entries must be received by 11/6/06. Other than for prize notification, neither Sponsor, nor anyone acting on its behalf, will enter into any communications with any Entrant regarding this Promotion or acknowledge receipt of Entry. Entries not meeting all entry requirements stated herein will be disqualified. Entries that are deemed by the judges in their sole discretion to be immoral, obscene, profane or not in keeping with Sponsor's image or in violation of these rules will be void. Released Parties are not responsible for incomplete, lost, late, inaccurate, damaged, delayed, undelivered, garbled, stolen or misdirected Entries (or any component thereof) or for lost or stolen Wrapper Redemption boxes or Promotion-related information provided by Sponsor or for interrupted or unavailable network, server or other connections, miscommunications, computer or software malfunctions or telephone line or transmission problems or technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind relating to or in connection with the Promotion whether caused by equipment, programming used in this Promotion, or that computer, network, typographical, printing, mechanical, electronic, human or otherwise, including, without limitation, errors or malfunctions that may occur in connection with the administration of the Promotion, the processing or judging of Entries, the tabulation of votes, the announcement of the prizes or in any Promotion-related materials.

**Phase One Judging:** Hobby Shops that meet the qualifications outlined above will move on to Phase Two. All applications & photos will be reviewed by a panel of qualified judges selected by Sponsor, whose decisions will be final & binding in all matters relating to this Promotion. Hobby Shops moving onto Phase Two of the Promotion will be contacted by telephone, mail, overnight mail and/or email & will be sent Phase Two materials.

**Phase Two:**

Between 12/1/06 & 2/28/07 qualified Hobby Shops will compete in a Wrapper Redemption program. Each qualified Hobby Shop will have a Wrapper Redemption box set-up where NBA trading card consumers can deposit their NBA Trading Card wrappers during store hours. At the conclusion of the Promotion, Hobby Shops will be directed to send the contents of the boxes to the following address: VIA Data and Marketing Services c/o NBA Hobby Shop Makeover, 1600 Cottontail Lane, Somerset, NJ 08873. All boxes must be received by 3/13/07. No photocopied, computer generated facsimiles or mechanically reproduced NBA Trading Card wrappers permitted. All materials submitted shall become the property of Sponsor & will not be returned.

**Phase Two Winner Selection:**

On or about 4/13/07, a panel of qualified judges selected by Sponsor, whose decisions will be final & binding in all matters relating to this Promotion, will tally the NBA Trading Card wrappers for each participating Hobby Shop. (1) Grand Prize & (10) Runner-Up Prizes will be awarded to the Hobby Shops that accumulate the highest number of NBA Trading Card wrappers. In the event of a tie for any Prize level, a random drawing from among the pool of tied Hobby Shops will be conducted to award the Prize. Potential winners will be notified by telephone and/or overnight mail on or about 4/30/07.

**Prizes:** (1) Grand Prize: Hobby Shop Makeover consisting of consultation with a third party professional interior designer & design team of Sponsor's sole choosing & the physical makeover of the Hobby Shop. Consultation consists of meetings & other communication with winner regarding project, additional photographs (as necessary) of Hobby Shop prior to makeover, review of Hobby Shop (including measurements, analysis of electrical capacity, water usage & other concerns as to functionality of appliances/equipment in Hobby Shop) & recommendation for makeover. Released Parties, in their sole discretion, shall select any & all third party contractors & subcontractors deemed necessary to implement the recommendation; however, nothing herein shall create nor be deemed to create any liability to Released Parties due to any act or omission to act by such contractors/subcontractors (or interior designer). Winner will be required to provide written assurance of the winner's willingness to accept the professional interior designer's makeover plan, & to provide a waiver of any liability in favor of the Released Parties in connection with the makeover as a condition of winning this Promotion, including, without limitation, release of any liability relating to any damages that may occur in connection with the makeover. Winner will receive the recommendations, including a projected budget, prior to actual commencement of makeover. Winner expressly understands that the budget merely represents an estimate as to the cost of the makeover; actual final cost may differ depending on the specifics of makeover project. All costs & expenses associated with acceptance & use of the prize not specifically set forth in these Official Rules are the sole responsibility of winner (other than any budget overages). Winner agrees to cooperate fully with Sponsor, interior designer & contractors/subcontractors in implementation of makeover, including by allowing access to the Hobby Shop at the request of the Sponsor, the interior designer and/or the contractors/subcontractors. Winner further agrees to obtain the written consent of the landlord of the space in which the Hobby Shop is located (if winner is leasing the space), in a form satisfactory to Sponsor. Winner is also solely responsible for obtaining all necessary permits, inspections or licenses as required by applicable law as well as all costs related thereto, to implement the makeover. Makeover must take place at time(s) of Sponsor's sole discretion or prize will be forfeited & Sponsor shall have

no further obligation to winner. Winner agrees that Sponsor may take photographs/footage before, during & after the makeover process. While the winner is not obligated to retain the changes made to the winner's Hobby Shop as part of the prize, Sponsor is not required to restore the winner's Hobby Shop to its original condition or to remove any lighting, accessories, painting or other modifications made as part of prize. AS A FURTHER CONDITION FOR ACCEPTING THE GRAND PRIZE, WINNER UNDERSTANDS, ACKNOWLEDGES & AGREES THAT IT MAY NOT BE ABLE TO CONDUCT BUSINESS IN AND/OR MAY HAVE TO VACATE ALL EMPLOYEES FROM THE HOBBY SHOP DURING THE MAKEOVER & THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO THE INABILITY TO CONDUCT BUSINESS IN AND/OR THE NEED TO VACATE THE HOBBY SHOP DURING THE MAKEOVER. IN THE EVENT A POTENTIAL WINNER FAILS TO COMPLY WITH THESE OFFICIAL RULES, INCLUDING OBTAINING & COMPLETING NECESSARY PAPERWORK TO THE SATISFACTION OF THE SPONSOR & MEETING ALL CONDITIONS SET FORTH IN THE RULES, WINNER MAY BE DISQUALIFIED IN SPONSOR'S SOLE DISCRETION. Total retail value not to exceed \$50,000. (10) Runner Up Prizes: \$250 awarded in the form of a check to be used toward a Hobby Shop Pizza Party for staff & customers (ARV: \$250). Federal, state, & local taxes & all other costs & expenses associated with acceptance & use of a prize not specified herein as being awarded are the winners' sole responsibility. Total ARV of all prizes: \$52,500. All prize details are at Sponsor's sole discretion.

**Miscellaneous:** No transfer, assignment, cash redemption, or substitution of prizes except by Sponsor who may substitute a prize (or portion thereof) with one of comparable or greater value (except as otherwise provided herein). Potential Grand Prize winner will be required to execute & return an Affidavit of Eligibility, Liability Release & (where legal) Publicity Release and/or any other documentation Sponsor may require within 5 days of prize notification. Noncompliance with the foregoing, with these rules or a prize notification being returned as non-deliverable, may result in disqualification &, at Sponsor's discretion, a runner-up Entry will be named as a winning Entry. By entering, each Entrant warrants & represents that his/her Entry submitted, does not defame or otherwise violate the rights of any third party & does not violate any federal, state or local laws or ordinances. Entrants further warrant & represent that (1) they have secured the requisite consent from any third party referenced in their Entry (including but not limited to any company or other third party trademarks or logos) &, if a winner, agree to provide legal releases for the use of such reference in a form satisfactory to judges; (2) that Sponsor shall own the essays, Entries, & photographs (& all material embodied therein); & (3) that by entering, the Entrant irrevocably assigns to Sponsor & its designees any & all rights, title & interest in the Entry including but not limited to all intellectual property rights; & (4) that Sponsor & its designees shall have, without limitation, the perpetual, right worldwide to edit, adapt, modify, publish, exploit & use the Entries in any way & in any media for trade, advertising, promotional and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification or permission of Entrants, winners or any third parties. Entrants further agree that (1) they agree to be bound by these Official Rules & the decisions of the Sponsor & judges which are final & binding in all respects; (2) Entries (& all components thereof) will not be acknowledged or returned; (3) Released Parties shall have the right & permission to use (unless prohibited by law) Entrant's name, voice, city & state of residence, photograph and/or likeness for advertising and/or trade and/or any other purpose in any media now or hereafter known without further compensation, permission or notification to Entrants or any third parties; & (4) the Released Parties shall have no liability & will be held harmless by Entrants for any liability, loss, injury or damage to participants or any other person or entity, including personal injury or death to participants or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of Entrant's participation in this Promotion, the use of any Entry or any of the rights granted herein or acceptance, possession, use or misuse of a prize (including any injury or harm resulting from the makeover). Any portion of a prize not

accepted by the winners will be forfeited. Released Parties are not responsible for any inability of a winner to accept a prize & reserves the right, at its sole discretion, to disqualify or eliminate Entrants & award prize to the next runner-up. Sponsor reserves the right, in its sole discretion, to void suspect Entries or to modify, cancel, terminate or suspend the Promotion (or any portion thereof) should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Promotion &, in the event of such cancellation, suspension or termination, at its discretion, as applicable, select Hobby Shops from among all non-suspect, eligible Entries received prior to event requiring cancellation, termination or suspension.

**Winners List:** For the winners' names (available after 6/13/07), send a stamped, self-addressed envelope for receipt by 5/30/07 to: NBA Hobby Shop Makeover Promotion Winners, P.O. Box 13198, Bridgeport, CT 06673-3198.

**Sponsor:** NBA Properties, Inc., 645 Fifth Avenue, New York, NY 10022.  
**Administrator:** Project Support Team, Inc., 100 Mill Plain Road, Danbury, CT. 06811 / [www.projectsupportteam.com](http://www.projectsupportteam.com).

*You may elect to have your name & address removed from lists of names & addresses used by NBA Properties, Inc., to direct mail skill contests or sweepstakes. To prohibit mailing of all skill contests or sweepstakes by NBA Properties, Inc., to you, you must send a removal request containing your name & address to the following address: ATTN: Sweepstakes Exclusion, c/o NBA Properties, Inc., 645 Fifth Avenue, New York, NY 10022.*

**CONSUMER DISCLOSURE: NO PURCHASE, APPLICATION COMPLETION, OR VISA CARD ACCEPTANCE NECESSARY TO ENTER OR WIN. A PURCHASE/APPLICATION SUBMISSION WILL NOT INCREASE YOUR CHANCES OF WINNING.** You have not yet won. PIN-based & international transactions not eligible. Void where prohibited. (1) Grand Prize valued at \$50,000. (10) Runner-Up Prizes valued at \$250/ea. Odds of winning depend on number of eligible entries received. Starts 10/1/06. Ends 2/28/07. See Official Rules for prize restrictions. NBA Properties, Inc., 645 Fifth Avenue, New York, NY 10022