

Ultimate Jazz Christmas Contest

OFFICIAL CONTEST RULES:

1. **How to Enter the Contest:**

(a) The Ultimate Jazz Christmas contest will begin at 12:01 a.m. Mountain Daylight Time on October 29, 2008. All entries must be received by 12:00 midnight, Mountain Standard Time on December 5, 2008, when the contest ends. The Sponsor of the contest is Jazz Basketball Investors, Inc. dba the Utah Jazz, 301 West South Temple, Salt Lake City, UT 84101.

(b) To participate in the contest, participants must log onto utahjazz.com, fill out, and submit the official entry form. Entry may also be made at participating Utah Fanzz Stores by completing an official entry form and dropping it in an official entry box. Entry may also be made by texting the word "Christmas" to 69882. A bounce back message will then be sent to the mobile number confirming their entry or giving the option to opt-out. This bounce back message will read, "Thanks for entering the Ultimate Jazz Christmas contest. Txt STOP to quit, HELP for info. 877.571.0774." Entry may also be made by mail in a letter with the participant's complete name, address, daytime phone number and email address. Mail it to: The Ultimate Jazz Christmas, 301 West South Temple, Salt Lake City, UT 84101. No mechanically reproduced entries will be accepted. Mailed entries must be postmarked by no later than December 5, 2008. Sponsor is not responsible for lost, misdirected or late arriving mail.

(c) Sponsor is not responsible for technical or computer failures, errors or data loss of any kind, lost or unavailable Internet connections, or failed, incomplete, garbled, delayed or deleted computer or network transmissions, inability to access any Web site or online service, or any other error or malfunction, or late, lost, illegible, mutilated, incomplete, incorrect, inaccurate, misaddressed or misdirected entries, or theft or destruction or unauthorized access to or alterations of entry materials, whether caused by the participant or by any of the equipment or programming utilized in this contest. If, for any reason, the internet portion of the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest, and to disqualify any participant who tampers with the operation of the

contest or website or violates these Official Rules of the contest. If the contest is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at www.utahjazz.com, and the winners will be selected from among all eligible entries received prior to the termination date. Caution: Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.

(d) In the event of a dispute regarding the identity of an electronic participant, electronic entries will be deemed submitted by the authorized account holder of the email/mobile number submitted, as of the time of the entry.

(e) Odds of winning depend on number of eligible entries received.

2. Eligibility Restrictions:

(a) The contest is open to individuals ages 18 and older residing within 75 miles of the EnergySolutions Arena. Employees of the Utah Jazz, Fanzz stores, APX Alarm, the Larry H. Miller Group of Companies, the National Basketball Association and its Member Teams, NBA Properties, Inc., and of their respective affiliates, parents, subsidiaries and advertising agencies, and the directors, governors, employees and agents of such entities, and the immediate family members of all such persons (spouse, parents, siblings and children), are ineligible to participate or win.

(b) All entries become the sole property of Sponsor and will not be returned. No correspondence will be acknowledged. Entries may be used for advertising and/or trade purposes without compensation unless prohibited by law.

3. Prize:

(a) There will be one grand prize awarded. The grand prize winner will be awarded a visit by two Utah Jazz players, Jazz Bear and Dancers. (Dancers and players will be determined at a future date.) The grand prize winner will also be awarded \$5,000 worth of Jazz merchandise.

(b) There will be five finalists selected. Each finalist will receive instructions to stay at his/her residence during a certain time (still to be determined) on Friday, December 12, 2008.

(c) The selection process for the contest will be as follows:

(i) Five Finalists will be chosen by random drawing at the end of the contest from among all eligible entries received. Each finalist will be given instruction to remain at his/her residence during a certain time (still to be determined) on Friday, December 12, 2008. If a finalist is unable to fulfill this request, another finalist will be randomly chosen to take his/her place.

(ii) At a time to be determined on Friday, December 12, 2008, the two predetermined Jazz players, Jazz Bear and Jazz Dancers will arrive at the Grand Prize winner's home to deliver the winner's \$5,000 in Jazz merchandise. The Grand Prize Winner will be chosen by random drawing from the 5 (five) finalists.

Approximate grand prize value: \$5,000

(d) Sponsor reserves the right to validate all claims made in entries. Each winner must allow Jazz staff, producers / crew to visit the winner's home to validate claims and tape interviews for television broadcast and other media purposes.

(e) . Each finalist must sign a winner's affidavit of eligibility and release on December 12, 2008, or the prize will be forfeited and an alternative finalist will be randomly drawn. The Grand Prize Winner's name will appear on the utahjazz.com website.

(f) Contest prizes are not transferable. Prizes may not be substituted for or redeemed for cash. Sponsor reserves the right to substitute a prize of comparable value at Sponsor's discretion.

(g) Decisions of Sponsor with respect to the contest are final.

(h) No more than the advertised number of prizes will be awarded.

4. Conditions:

(a) Payment of all federal, state and local taxes is the sole responsibility of each winner and each winner may receive an IRS Form 1099 or equivalent from Sponsor. All federal, state and local laws apply.

(b) Each participant agrees to follow these Official Rules and hold harmless and indemnify APX Alarm, Fanzz stores, the Utah Jazz and/or the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of the participant's participation in the contest.

(c) All expenses on receipt and use of a prize are the sole responsibility of the winner. Each prize winner, by accepting the prize, (i) agrees to release, waive, discharge, hold harmless and indemnify APX Alarm, Fanzz stores, the Utah Jazz, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, affiliates and subsidiaries, and their respective advertising, promotion and production agencies, and each of their respective officers, directors, employees and agents from and against any and all liability, damages, claims or actions of any kind whatsoever, whenever the same may accrue, for injuries, damages or losses to persons (including death) and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to any prize-related activity, whether such claims or actions are on behalf of the winner or the winner's heirs, representatives, administrators or assigns; and (ii) grants to APX Alarm, Fanzz stores, the Utah Jazz, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, subsidiaries and affiliates the right to use the winner's name, voice, picture and/or likeness for purposes of advertising, broadcasting, trade purposes and publicity in any and all media now known or hereafter invented, without further permission, notice or additional compensation (except where prohibited by law).

(d) Failure to comply with the Official Rules of the contest will result in a participant's disqualification.

5. Miscellaneous:

(a) Sponsor reserves the right to make changes in the Official Rules of the contest, which changes will become effective upon announcement.

(b) No purchase is necessary. The contest is void where prohibited by law.

6. **Winners List:** To obtain a copy of the Official Rules and/or winners list, please log onto utahjazz.com, or send a self-addressed, stamped #10 envelope to:

Ultimate Jazz Christmas

Utah Jazz

301 West South Temple

Salt Lake City, UT 84101