

## HOUSTON ROCKETS AND EXCELYTE® 'PLAY GREEN' SWEEPSTAKES

In return for the opportunity to participate in the Houston Rockets and Excelyte® 'Play Green' On-Line Sweepstakes described herein (the "Sweepstakes"), Rocket Ball, Ltd. (the "Houston Rockets") and Benchmark Performance Group, Inc. ("Sponsor") require your agreement to comply with and be bound by the terms and conditions set forth below (the "Official Rules"):

### OFFICIAL RULES

- 1. PERIOD.** The Sweepstakes will begin on March 16, 2010 at 8:00 a.m. Houston time and end on March 22, 2010 at 5:00 p.m. Houston time (the "Sweepstakes Period").
- 2. ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER.** Limit one (1) entry per person. Only legal residents of the United States who are 18 years of age or older and live within 75 miles of the Houston city limits are eligible to participate in this Sweepstakes; provided that employees and immediate family members (spouses, parents, siblings and children) of employees of the Houston Rockets, Sponsor, The National Basketball Association (the "NBA") and its member teams, NBA Properties, Inc., and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents are not eligible to enter. The Sweepstakes is void wherever prohibited or restricted by law.
- 3. ENTRIES. LIMIT OF ONE (1) ENTRY PER PERSON.** In order to enter the Sweepstakes, the entrant must properly fill out a short survey (an "Entry Form") available on www.rockets.com beginning March 16, 2010 through March 22, 2010. Any survey taken thereafter or not properly filled out will not be accepted. A person who submits a properly completed survey in accordance with the procedures herein is considered an "Entrant." **By submitting a properly completed survey, Entrants are acknowledging that they have read, understand and agree to be bound by these Official Rules.**
- 4. SELECTION OF WINNER.** The winner ("Winner") will be chosen at random by Sponsor's representatives from all Entrants who properly complete an Entry Form by March 22, 2010. The Winner will be notified on or about Tuesday, March 23, 2010. If any such Winner cannot be contacted or declines the Prize, then such Winner will forfeit the right to be the Winner and Sponsor may select a replacement Winner. By participating, each Entrant agrees to these rules and the decisions of Sponsor and/or the Houston Rockets, which shall be final and legally binding in all matters relating to this Sweepstakes. The Houston Rockets reserve the right to conduct a background check of each Entrant and to disqualify such Entrant, effective upon written notice, if such Entrant commits, or has at any time committed, any act or becomes involved in, or has at any time been involved in, any situation or occurrence which act, situation or occurrence tends in the sole opinion of the Houston Rockets to subject Entrant or the Houston Rockets to any ridicule, contempt or scandal or which, in the sole opinion of the Houston Rockets, reflects unfavorably upon the Houston Rockets.
- 5. PRIZE DESCRIPTIONS; ODDS.** The Winner will receive the following as the prize ("Prize"): (a) two (2) lower bowl tickets for a Houston Rockets regular season home game on Thursday, March 25, 2010, vs. the Los Angeles Clippers; (b) two (2) passes to participate in a post-game autograph session with to be determined Rockets players and personnel in an auxiliary locker room; and (c) Rockets merchandise to be signed by one or more Rockets players (Prize ARV: \$190); provided that the exact location of the tickets, the Rockets players and personnel to attend the autograph session and the Rockets merchandise to be signed shall, in each case, be determined in the sole discretion of the Houston Rockets. The tickets are subject to the same rules and regulations as regularly sold tickets. The odds of winning will depend on the number of eligible surveys received. The Winner may not assign, transfer or substitute the Prize, or redeem the Prize for cash value. The Winner will be responsible for any federal, state and local taxes associated with the Prize. The Houston Rockets and Sponsor reserve the right to substitute the Prize with any prize of greater or equal value.
- 6. LIMITATIONS ON LIABILITY.** The Houston Rockets and Sponsor shall not be responsible for Entry Forms that are incomplete, illegible, stolen, misdirected, lost, late or damaged. All Entry Forms become the property of Sponsor and the Houston Rockets and will not be acknowledged or returned. **By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, Sponsor, the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents (the "Released Parties") from any and all liability, damages, claims and causes of action (however named or described) with respect to or arising out of (a) Entrant's participation in this Sweepstakes, (b) Entrant's Entry Form or any registration material on any related website, (c) any typographical or other error in these Official Rules or (d) the receipt and/or use of the Prize or any replacement prize that may be awarded herein, including any travel associated with the Prize.**
- 7. CONSENT OF USE.** Each Entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the editing, modification, replication, publication and/or other use of the names, likenesses, photographs, voices, Entry Forms and the like of the Entrant in any medium, whether now known or hereafter developed, including without limitation, the Houston Rockets website and in any and all advertising, promotions, and other publicity conducted by Sponsor, the Houston Rockets, and/or the NBA and its member teams, NBA Properties, Inc., and their respective partners, parents, subsidiaries, affiliates, directors, officers, owners, governors, employees, and agents, except where prohibited by law. Notwithstanding the generality of the foregoing, each Entrant further assigns any and all rights he or she may have over his or her Entry Form to the Houston Rockets without further authorization, compensation or remuneration of any kind.
- 8. RULES.** All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Houston Rockets and Sponsor and may be changed from time to time without notice. The Houston Rockets and Sponsor reserve the right to cancel or modify the Sweepstakes at any time without notice.
- 9. DISPUTES.** All federal, state and local laws and regulations apply. **THE TEXAS COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OVER ANY CONTROVERSY REGARDING THE CONTEST, AND THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE CONTEST. EACH ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Each Entrant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Sweepstakes shall be resolved individually, without

resort to any form of class action, and exclusively by arbitration, which will be conducted in Houston, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible, and shall be a resident of Houston, Texas. If the parties fail to reach agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party’s notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected.

10. **FORCE MAJEURE.** The Houston Rockets and Sponsor shall not be responsible for the failure or interruption of [www.rockets.com](http://www.rockets.com) or the Houston Rockets e-mail server or of the cancellation or postponement of a Houston Rockets game or any drawing for any reason including, but not limited to, equipment failure or malfunction, electrical service interruption, or any act of God.
11. **MARKETING DISCLAIMER.** **By entering the contest, you are agreeing to receive communications from Sponsor and/or the Houston Rockets, subject to opting out when you desire.** Your information will not be shared or sold to any outside party.