

## HOUSTON ROCKETS AND BUDWEISER RED ROWDIES...THE FINAL 3

In return for the opportunity to participate in the Houston Rockets and Anheuser-Busch InBev "Red Rowdies: The Final 3" Contest described herein (the "Contest"), Rocket Ball, Ltd. (the "Houston Rockets"), FS Houston and Anheuser-Busch InBev ("Sponsors") 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 Contest will begin on October 28, 2009 at 8:00 a.m. Houston time and end on November 15, 2009 at 5:00 p.m. Houston time (the "Contest Period").
- 2. ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER.** Limit one (1) entry per person. Only legal residents of the United States who are 21 years of age or older and live within 75 miles of the Houston city limits are eligible to participate in this Contest; provided that employees and immediate family members (spouses, parents, siblings and children) of employees of the Houston Rockets, Sponsors, 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 Contest is void wherever prohibited or restricted by law.
- 3. ENTRIES. LIMIT OF ONE (1) ENTRY PER PERSON.** In order to enter the Contest, the entrant must submit a video or photo entry, along with contact information ("Entry") via www.rockets.com October 28, 2009 and by no later than November 15, 2009. Any Entry received thereafter or not properly filled out will not be accepted. A person who submits a properly completed Entry in accordance with the procedures herein is considered an "Entrant." **By submitting a properly completed Entry, Entrants are acknowledging that they have read, understand and agree to be bound by these Official Rules.**
- 4. SELECTION OF WINNER.** There will be three (3) grand prize winners (each, a "Grand Prize Winner"). Grand Prize Winners will be chosen from all Entrants who submit a properly completed Entry by the required date; provided that the final determination of the Winners will be in the sole and absolute discretion of the Houston Rockets. The Winners will be notified on or about November 20, 2009. If any such Winner cannot be contacted or declines the Prize, then such Winner will forfeit the right to be the Winner and the Houston Rockets may select a replacement Winner. By participating, each Entrant agrees to these rules and the decisions of the Houston Rockets, which shall be final and legally binding in all matters relating to this Contest. 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.** Each of the three (3) Grand Prize Winners will receive one (1) season ticket in the Red Rowdies section of Toyota Center (section 114) for the remainder of the 2009-2010 regular season (ARV: \$1,750). The odds of winning will depend on the number of eligible Entries received. The Winners 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. Each Winner shall be required to sign a Release, an Affidavit of Eligibility and a Prize Acceptance Form in order to receive the Prize. The Houston Rockets and Sponsors reserve the right to substitute the Prize with any prize of greater or equal value.
- 6. LIMITATIONS ON LIABILITY.** The Houston Rockets shall not be responsible for Entries that are incomplete, illegible, stolen, misdirected, lost, late or damaged. All Entries become the property of the Houston Rockets and will not be acknowledged or returned. **By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, Sponsors, 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 Contest, (b) Entrant's Entry, (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, Materials 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 Sponsors, 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 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 may be changed from time to time without notice. The Houston Rockets reserve the right to cancel or modify the Contest 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 Contest 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 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.