

## **WINNER'S CIRCLE: OFFICIAL RULES**

1. Entrants expressly agree to be bound by these Official Rules by participating in the San Antonio Spurs' Winner's Circle program. Entrants also expressly agree to be bound by the San Antonio Spurs' decisions regarding this program, and all decisions shall be final.
2. Winners will be selected in the sole discretion of representatives from the San Antonio Spurs and Whataburger based upon which entrants make positive contributions to their school and their community.
3. The program time frame is the 2007-2008 San Antonio Spurs basketball season. Any prizes not claimed during this time frame will be forfeited. All prizes will be awarded. If Winners are unable to use their prize or any part of the prize within the time frame noted herein, they forfeit any and all rights to the prize. The San Antonio Spurs reserves the right to select another Winner in this instance.
4. By entering, entrant agrees to hold harmless and indemnify the San Antonio Spurs, (and any all of their affiliates) and the National Basketball Association and its Member Teams, NBA Properties, Inc., Whataburger, and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, employees and agents against any and all liability, damages or causes of action (however named and described), with respect to or arising out of (i) entrant's participation in the program, or (ii) the receipt or use of the prizes awarded herein.
5. This program is only open to residents of the San Antonio Spurs marketing territory and excludes employees and immediate families (spouse, parents, siblings and children) of the San Antonio Spurs, (and any and all of their affiliates), National Basketball Association and its Member Teams, NBA Properties, Inc.; and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, employees and agents.
6. The program is void where prohibited. Federal, state and local laws and regulations apply.
7. No substitute prizes will be awarded and prizes may not be exchanged for cash or any other form of consideration. Each Winner will be solely responsible for all costs associated with gaining or using any prizes awarded.
8. The San Antonio Spurs (and any and all of its affiliates) and the National Basketball Association and its Member Teams, NBA Properties, Inc., Whataburger (and any and all of its affiliates) and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, employees and agents accept no responsibility for lost, late, illegible, stolen, misdirected, postage due or mutilated entries.
9. Winner hereby agrees and consents, without compensation or remuneration of any kind, to the use of Winner's name and/or likeness in any and all advertising, promotions and other publicity conducted by Whataburger (and any and all of its affiliates), the San Antonio Spurs (and any and all of its affiliates) 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.
10. All decisions as to contest rules and interpretations of the same are exclusively within the sole discretion of the San Antonio Spurs, the NBA and Whataburger and may be changed from time to time without notice or recourse. The San Antonio Spurs reserve the right to cancel or modify this contest at any time without notice or recourse.