

ZTE AXON IT'S ALL YOU SWEEPSTAKES

In return for the opportunity to participate in the Houston Rockets and ZTE "ZTE Axon It's All You Sweepstakes" described herein (the "Sweepstakes"), Rocket Ball, Ltd. (the "Houston Rockets") and ZTE (USA) 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 October 21, 2015 at 12:01 a.m. Houston time and end on November 11, 2015 at 11:59 p.m. Houston time (the "Sweepstakes Period").
2. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** Limit one (1) entry per person. Only legal residents of the United States who are eighteen (18) years of age or older as of the date of entry in this Sweepstakes and live within seventy-five (75) miles of the Houston, Texas, 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 each of 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. **ENTRY. LIMIT OF ONE (1) ENTRY PER PERSON.** The Sweepstakes consists of a chance to be included in one (1) drawing. To enter, Entrant must properly fill out and submit an official "ZTE Axon It's All You Sweepstakes" online entry form during the Sweepstakes Period, available at www.rockets.com (the "Entry Form").

Entry Forms must be received during the Sweepstakes Period to be eligible. Any Entry Form received thereafter or not properly filled out will not be eligible to participate in the Sweepstakes. A person who timely submits a properly completed Entry Form in accordance with the procedures herein is considered an "Entrant." **By submitting a properly completed Entry Form, each Entrant acknowledges that he has read, understands and agrees to be bound by these Official Rules.**

4. **SELECTION OF WINNER.** There will be one (1) winner selected (the "Winner"). The Winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. The Winner will be notified on or about November 12, 2015. 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, Sponsor and/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 and/or Sponsor. **If the potential Winner cannot be contacted after the first attempt or declines the Prize, then such Winner will forfeit the right to be the Winner and Sponsor may select a replacement Winner from among all remaining eligible entries.**
5. **PRIZE DESCRIPTIONS; ODDS.** The Winner will receive: (i) two (2) tickets to the Houston Rockets vs. Dallas Mavericks game at Toyota Center in Houston, Texas on November 14, 2015, (ii) one (1) parking pass to such game, and (iii) one (1) autographed ZTE AXON cellular phone (total approximate retail value: \$900) (together, the "Prize"). Every aspect of the Prize, including but not limited to the exact location of the tickets, the phone specifications and the number and identity of autographs shall, in each case, be determined by the Houston Rockets and Sponsor in their sole discretion, and all tickets shall be subject to the same rules and regulations as regularly sold tickets. The odds of winning will depend on the number of eligible Entry Forms 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 Winner may be required to sign, at the request of and in the sole discretion of the Houston Rockets and/or Sponsor, a Release, an Affidavit of Eligibility and/or a Prize Acceptance Form in order to receive 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.** Neither the Houston Rockets nor Sponsor shall be responsible for Entry Forms that are incomplete, improperly submitted, 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 each 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 each of 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 and Sponsor 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.** This Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **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. Under no circumstances will Entrant be permitted to obtain any punitive, incidental, special, consequential and/or other damages, including without limitation lost profits (collectively, “Special Damages”) to an Entrant; and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
10. **FORCE MAJEURE.** Neither the Houston Rockets nor Sponsor shall be responsible for the failure or interruption of www.rockets.com, the Houston Rockets e-mail server, any internet service, 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. In addition, in the event that the Houston Rockets or Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor’s and/or the Houston Rockets’ control, Sponsor and/or the Houston Rockets shall have the right to modify, suspend or terminate the Sweepstakes.
11. **MARKETING DISCLAIMER.** **By entering the Sweepstakes, each Entrant agrees to receive communications from Sponsor and/or the Houston Rockets, subject to opting out when Entrant so desires.** Entrant’s information will not be shared or sold to any outside party.
12. **WINNER’S LIST.** To receive written confirmation of the Winner, mail a self-addressed, stamped envelope to: Winners List Request – ZTE Axon It’s All You Sweepstakes, Attn: Taryn Smith, Houston Rockets, 1510 Polk St., Houston, TX 77002. Requests must be received by January 1, 2016.