

HOUSTON ROCKETS “PREDICT THE PICK” CONTEST

In return for the opportunity to participate in the Houston Rockets “Predict the Pick” Contest described herein (the “Contest”), Rocket Ball, Ltd. (the “Houston Rockets”) requires 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 June 11, 2012 at 9:00 a.m. Houston time and end on June 27, 2012 at 5:00 p.m. Houston time (the “Contest Period”).
2. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** Limit one (1) entry per person. Only legal residents of the United States who (i) currently are registered “Rockets Insiders” and (ii) are 14 years of age or older as of June 11, 2012 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, 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 properly fill out and submit an official on-line Registration Entry Form (“Entry Form”) available on www.rockets.com during the Contest Period. Any Entry Form received thereafter or not properly filled out will not be accepted. A person who submits a properly completed Entry Form in accordance with the procedures herein is considered an “Entrant.” **By submitting a properly completed Entry Form, Entrants are acknowledging that they have read, understand and agree to be bound by these Official Rules.**
4. **SELECTION OF WINNERS.** Predict who will be the first draft pick selected by the Houston Rockets in the 2012 NBA Draft.
 - a. There will be one (1) first place winner (the “First Place Winner”). The First Place Winner will be randomly selected from all Entrants who return a properly completed Entry Form by the required date.
 - b. Any Entrant correctly predicts the name of the first draft pick selected by the Houston Rockets, then such Entrant will be a bonus prize winner (each, a “Bonus Prize Winner”). In the event that the Houston Rockets do not select a draft pick in the 2012 NBA Draft, there will not be any Bonus Prize Winners.

The First Place Winner and Bonus Prize Winner(s) (collectively, the “Winners”) will be notified on or about July 2, 2012. 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.** The First Place Winner will receive: (a) roundtrip for the Winner and a guest to Las Vegas to attend a Rockets Summer League game, consisting of two plane tickets and hotel accommodations (room only) for a two-night stay (ARV: \$2,000) (collectively, the “First Place Prize”); provided that (i) the flight times, points of origination and destination, hotel accommodations, transportation and seat locations and the execution of every aspect of the First Place Prize shall be determined by the Houston Rockets in their sole discretion and shall be subject to all NBA rules, regulations, guidelines, policies and restrictions, (ii) any game tickets issued are subject to same rules and regulations as regularly sold tickets, and (iii) any expense or item not specifically listed above is the responsibility of the First Place Winner. If there is a Bonus Prize Winner, each such Bonus Prize Winner will receive: (a) a voucher for two (2) tickets to one (1) 2012-2013 regular season Rockets home game at Toyota Center in Houston, Texas (ARV: \$60) (the “Bonus Prize”); provided that the date of the applicable Rockets home game and the location of the tickets will, in each case, be selected by the Houston Rockets in its sole discretion, subject to same rules and regulations as regularly sold tickets. The First Place Prize and, if applicable, the Bonus Prize may sometimes be referred to as “Prize”. The odds of winning will depend on the number of eligible Entry Forms received. Winners may not assign, transfer or substitute the Prize, or redeem the Prize for cash value. Each 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 reserve the right to substitute any Prize with any prize of greater or equal value.
6. **LIMITATIONS ON LIABILITY.** The Houston Rockets shall not be responsible for Entry Forms that are incomplete, illegible, stolen, misdirected, lost, late or damaged. All Entry Forms 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, 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 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 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 may be changed from time to time without notice. The Houston Rockets reserves the right to cancel or modify the Contest at any time without notice.
9. **DISPUTES.** This Contest 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 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. 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 (4) Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
10. **FORCE MAJEURE.** The Houston Rockets shall not be responsible for the failure or interruption of www.rockets.com, or the Houston Rockets e-mail server or of the cancellation or postponement of a Houston Rockets game, a concert at Toyota Center 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 the Houston Rockets, subject to opting out when you desire.** Your information will not be shared or sold to any outside party.
12. **WINNERS LIST.** To receive written confirmation of the Winner, mail a self addressed stamped envelope to the “Predict the Picke” Winners List Request, at 1510 Polk Street, Houston, Texas 77002, Attn: Tavares Davis. Requests must be received by September 1, 2012.
13. **THIS CONTEST MAY NOT BE USED TO CONDUCT, ADVERTISE OR PROMOTE ANY FORM OF GAMBLING.**