

PHOENIX SUNS
“SOUTHWEST AIRLINES ULTIMATE FLY AWAY TRIP”
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID IN ALASKA, HAWAII, PUERTO RICO, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. AGREEMENT TO OFFICIAL RULES:** Participation in the “Southwest Airlines Ultimate Fly Away Trip” (the “Sweepstakes”) constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor (as defined below), which are FINAL AND BINDING in all respects. RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States and the District of Columbia who, at the time of participation, are nineteen (19) years of age or older with a valid email. All directors, officers, volunteers and employees of Suns Legacy Partners, LLC d/b/a the Phoenix Suns (“Sponsor”), Southwest Airlines Co. (“Prize Provider”), the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership d/b/a Talking Stick Resort Arena, Phoenix Mercury Basketball, LLC d/b/a the Phoenix Mercury, and each of their respective companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and promotion agencies, and each of their immediate family members (spouses, parents, children and siblings, and their respective spouses), and those living in the same household as each, are not eligible to participate in or win any prize in the Sweepstakes.
- 3. ODDS OF WINNING:** The odds of winning a prize will depend on the number of eligible entries received during the Sweepstakes Period (as defined below).
- 4. SWEEPSTAKES PERIOD:** The Sweepstakes will begin on Friday, November 17, 2017 at 12:01AM local Phoenix time and end on Friday, March 16, 2018 at 11:59 PM local Phoenix time (“Sweepstakes Period”). The Sponsor’s computer system shall be the official timekeeper of this Sweepstakes.
- 5. HOW TO ENTER:** To enter the Sweepstakes, during the Sweepstakes Period, entrant must complete all non-optional data requested on the online entry form at www.nba.com/suns/promotions. Incomplete and duplicate entries will be void. All entries become the property of the Sponsor and will not be acknowledged or returned. All information submitted by entrants is subject to the privacy policy accessible at www.nba.com/suns/promotions or by request. As an alternative method of entry, entrant must submit entrant’s name, address, zip code, age, and day and evening telephone numbers on a 3” x 5” card mail to: Southwest Ultimate Fly Away Trip, 201 E. Jefferson, Phoenix, Arizona 85004 Attn: Stephanie Lovingood for receipt by March 23, 2018.
- 6. PRIZE(S):** One (1) prize consists of: (i) roundtrip air travel on Southwest Airlines® for winner and one (1) guest from the closest major U.S. airport to the winner’s residence served by Southwest Airlines and Oakland International Airport (“OAK”) for event dates (subject to Air Travel Restrictions set forth below); (ii) one (1) hotel room for three nights for two (2) occupants at a hotel procured by Sponsor; (iii) two (2) tickets to the Suns vs Golden State Warriors game at the Oracle Arena on April 1, 2018 (“Event”); (iv) one (1) \$500 VISA® gift card to offset food and ground transportation costs (subject to VISA gift card restrictions); and (v) Suns merchandise (“Prize”). The estimated retail value of the Prize is \$3,500.

There will be no substitutions if the winner is unable for any reason to attend the Event. If the Event is canceled or postponed for any reason, no tickets will be provided in lieu thereof, nor will Sponsor award an alternate prize or cash value of Event tickets. Event tickets are subject to certain terms and conditions as specified by issuer.

Prize must be accepted as awarded or prize will be forfeited and awarded to an alternate winner. Travel accommodations and other restrictions apply. All costs and expenses associated with prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the prize, are the sole responsibility of the winner. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor. Prize may not be sold to a third party. Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable.

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Roundtrip travel for two (2) on Southwest Airlines will be awarded in the form of four (4) Southwest flight e-passes. Each Southwest flight e-pass is valid for one-way travel on Southwest Airlines-operated, published, scheduled service in the United States and Puerto Rico. The Southwest flight e-pass will bear the date of issue and the date of expiration. Expiration dates will not be extended, and travel must be completed on or before the expiration date. The Southwest flight e-pass is not valid on interline or codeshare service. The Southwest flight e-pass is non-refundable and is not redeemable for cash or credit. The Southwest flight e-pass will not be replaced for any reason, including, without limitation, if lost, stolen, or fraudulently used. The Southwest flight e-pass is non-transferrable and cannot be sold to a third party. Sale, auction, or re-tendering of the Southwest flight e-pass for money or otherwise is strictly prohibited. The Southwest flight e-pass may not be used for promotional purposes unless previously approved by Southwest Airlines. Any suspected fraud, misrepresentation, misuse, abuse or violation of the Southwest flight e-pass rules and regulations may result in cancellation of the Southwest flight e-pass(es). Southwest flight e-pass holders are required to be nineteen (19) years of age or older and a legal U.S. resident. However, the recipient of a Southwest flight e-pass may arrange travel for another person if done without selling or bartering a Southwest flight e-pass. Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage set out at <https://www.southwest.com/assets/pdfs/corporate-commitments/contract-of-carriage.pdf>. If the winner does not live in a city served by Southwest Airlines, he/she is responsible for transportation to and from the nearest airport served by Southwest Airlines. Winner is responsible for booking all travel and paying all applicable international taxes and fees. Travel is based on seat availability. Seats on any desired flight are not guaranteed. Winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents. Winner and guest must have valid government-issued photo identification at the time of travel. If the travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian.

- 7. WINNER(S) SELECTION:** Sponsor will conduct one (1) random drawing on or about Monday, March 19 2018 from all the eligible entrants received during the Sweepstakes Period. Entrants need not be present to win. All potential winners are subject to eligibility verification by Sponsor. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED.**
- 8. WINNER(S) VERIFICATION:** Potential winner will be notified by email or by telephone and will be required to execute and return an affidavit of eligibility/liability release and, where lawful, a publicity release (collectively, the "Winner's Agreement") within twenty-four (24) hours of date of issuance. In the event: (a) such potential winner declines the Prize in writing, (b) the Winner's Agreement or tax-related documents are not returned within the time period stated above, (c) Prize or prize notification is returned as undeliverable, (d) the Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, Sponsor may select an alternate winner from all remaining eligible entries. There will be three (3) alternate drawings for the Prize after which, the Prize will remain unawarded. Limit one (1) prize per person/per authorized account holder/per household. "Authorized account holder" is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning email addresses for the domain associated with the submitted email address. In the event of a dispute as to any email entry submitted, email entries submitted will be deemed made by the authorized account holder of the email address submitted at the time of entry. Proof of being the authorized account holder may be required.

- 9. TAXES AND EXPENSES:** Winner is responsible for all federal, state, and local taxes and all other costs and expenses associated with the Prize acceptance or use not specified herein as being provided. Winner will be required to sign an IRS Form W-9 with the winner's full social security number or the equivalent. Failure to submit a Form W-9 upon request will result in forfeiture of the Prize. Winnings of \$600 or more will be reported to the IRS.
- 10. CONDITION/USE RIGHTS:** Except where prohibited by law, by accepting any prize, each entrant and entrant's parent or legal guardian consents to Suns Legacy Partners, L.L.C., National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports and Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation (other than the specific prize described herein), for public relations, advertising and promotional purposes as may be determined by Sponsor. The right to receive any prize is non-assignable and non-transferable, and no prize substitution, exchange, cash, or cash equivalent will be allowed, in each case, except as permitted by Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion.
- 11. RELEASE AND LIMITATIONS ON LIABILITY:** As a condition of participating in the Sweepstakes, **entrants agree to release and hold harmless all directors, officers, volunteers and employees of Sponsor, Prize Provider, the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, L.L.C. d/b/a Talking Stick Resort Arena, Phoenix Mercury Basketball, LLC d/b/a the Phoenix Mercury, Phoenix Arena Development Limited Partnership, the City of Phoenix and each of their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and promotion agencies (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Sweepstakes or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or acceptance, receipt, use, or misuse of any prize, or travel to any Sweepstakes-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation, invasion of privacy, or merchandise delivery. Entrant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and to waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Sweepstakes or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Prize Provider or Sponsor is not responsible if Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.**
- 12. CANCELLATION/SUSPENSION:** If the Sweepstakes is impaired in any way for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes. If Sponsor decides to reconvene the Sweepstakes after a suspension, the determination of the Prize winner(s) will be made, from among all eligible, non-suspect entries received as of the date of the suspension, as Sponsor determines at its sole discretion.
- 13. DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the exclusive right to disqualify any individual from the Sweepstakes that it finds, in its sole discretion, to have tampered with the entry process, or the operation of the Sweepstakes, to be acting, or be, in violation of

the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Sweepstakes. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, shall void all such entries by any such methods, and shall disqualify any entrant using such methods from the current Sweepstakes and any future promotions. CAUTION: Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Sweepstakes may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

- 14. DISPUTE RESOLUTION AND CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and or causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, or the administration of the Sweepstakes, or the determination of the winner(s), shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by arbitration, to take place in Maricopa County, Phoenix, Arizona pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but SHALL NOT include attorneys' fees; and (c) under no circumstances will an entrant be permitted to obtain awards for and entrants hereby waive all rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arizona, excluding Arizona's conflicts of law doctrine.
- 15. WINNERS LIST:** For a list of winners, send a request and self-addressed, stamped envelope for receipt by April 2, 2018 to: Phoenix Suns, "Southwest Ultimate Fly Away Trip" promotion, c/o Stephanie Lovingood, 201 E. Jefferson St., Phoenix, AZ 85004.
- 16. PRIVACY:** By entering this Sweepstakes, each entrant agrees to Sponsor's manner of collection, use, retention, and disclosure of entrant's personal information submitted in connection with the Sweepstakes, including, without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by entrants. Information collected is subject to Sponsor's privacy policy and any state or federal law. Sponsor's privacy policy can be found at http://www.nba.com/suns/fans/promotions_events.html.
- 17. MISCELLANEOUS:** By entering this Sweepstakes you agree and acknowledge that you may be contacted in the future by the Suns Legacy Partners, L.L.C., National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports and Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents, and your name and any other personal information you have provided will automatically be added to the "In The Post" and "Downtown Live" databases, from which you will receive emails containing news and Sweepstake information at the email address which you have provided. Additionally, and unless you choose to opt-out your mobile phone number will be added to the Sponsor's mobile alerts program, from which you will receive occasional text alerts containing information on Phoenix Suns news and promotions (standard charges from your carrier may apply).
- 18. SPONSORED AND ADMINISTERED BY:** This Sweepstakes is being administered by Suns Legacy Partners, L.L.C. d/b/a Phoenix Suns, 201 East Jefferson Street, Phoenix, Arizona 85004. Air travel provided by Prize Provider. Southwest Airlines Co. is not a sponsor, co-sponsor or administrator of this Sweepstakes.

ALL RIGHTS RESERVED