

## 2020 Stay in School Contest Powered by Arbella Insurance Foundation

### Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.  
VOID WHERE PROHIBITED BY LAW. PRIZE ACCEPTANCE RELEASE IS REQUIRED.**

- Eligibility. The 2020 Arbella Insurance Foundation Stay in School Program Writing and Art Contest (the “Contest”) is only open to legal residents of the U.S. who, at the time of entry, are (a) eighteen (18) years of age or older, (b) residents of Massachusetts, and (c) either (i) parents or legal guardians of a student in any grade from kindergarten through twelfth (12<sup>th</sup>) grade, or (ii) students in any grade from kindergarten through twelfth (12<sup>th</sup>) grade. Employees, household members (legally related or not) of employees, and the immediate family members (*i.e.*, spouses, parents, legal guardians, in-laws, siblings, grandparents, grandchildren and children) of employees of the following entities are not eligible to enter to win: (1) Arbella Insurance Foundation and its affiliate insurance companies, including Arbella Service Company, Inc., Arbella Insurance Group, and Bearingstar Insurance, Inc., (2) any independent insurance agency appointed by Arbella Insurance Group, (3) Banner Seventeen, LLC, doing business as the Boston Celtics (“Celtics”), (4) the National Basketball Association and its Member Teams, (5) NBA Properties, Inc., and/or each of the respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising agencies and promotion agencies and agents of the foregoing entities numbered (1)-(5). In these Contest rules (the “Official Rules”), the above entities numbered (1)-(2), and their respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising agencies, promotion agencies, and agents, are collectively referred to as “Arbella,” and the entities numbered (3)-(5), and their respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising agencies, promotion agencies, and agents, are collectively referred to as the “NBA Entities.” By entering this Contest, each entrant represents and warrants that he or she meets the above eligibility requirements and agrees to abide by these Official Rules. Further, any parent or legal guardian entering this Contest represents and warrants that (x) he or she is entering this Contest solely on behalf of his or her minor child who is a student in any grade from kindergarten through twelfth (12<sup>th</sup>) grade; (y) any Written Entry or Artistic Entry (as defined below) submitted in connection with this Contest was prepared by such child; and (z) he or she provides consent for the submission of any such Written Entry or Artistic Entry in connection with this Contest.
- Time for and Method of Entry. The Contest will begin at 10:00 A.M. Eastern Time (“ET”) on April 20, 2020 and will end at 5:00 P.M. ET on May 4, 2020 (the “Entry Period”). No entries will be accepted after 5:00 P.M. ET on May 4, 2020.

There is one (1) method of entry for the Contest, as follows: completely fill out and submit the Contest entry statement (“Entry Statement”) electronically online at <https://www.nba.com/celtics/promotions/arbella/writing-art> (the “Entry Website”). As part of the Entry Statement, the entrants must submit either (a) a short written statement of four hundred (400) words or less (“Written Entry”) or (b) a two-dimensional painting, drawing, or photograph no larger than 8.5” x 11” in size, or a video of any three-dimensional artwork that is no longer than sixty (60) seconds in length (“Artistic Entry”), describing or conveying what the word “Pride” or the word(s) “Perseverance,” “Respect,” “Integrity,” “Decisions,” and/or “Education” (PRIDE) means to the entrant. Entrants may submit an unlimited number of Entry Statements during the Entry Period. Each Written Entry or Artistic Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Once an Entry Statement is successfully completed and submitted, its entrant will be automatically entered to win a Prize.

UNLIMITED ENTRIES PERMITTED DURING THE ENTRY PERIOD. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The Sponsors (as defined in Section 11) are not responsible for lost, late, incomplete, inaccurate, forged, mass-reproduced or mass-transmitted, mutilated, stolen, destroyed, invalid, delayed, unintelligible, misdirected, technically corrupted, undelivered or garbled electronic entries; and such entries are void; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications, or failed computer, satellite, telephone, or cable transmissions, lines, or viruses or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, undelivered or improperly formatted entries (including Entry Statements), failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without

limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of any prizes, or in any Contest-related materials or the cancellation or postponement of the Contest. For purposes of this Contest, an online entry is “received” when the Entry Website’s servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of an entry for purposes of this Contest. The Entry Website’s database clock will be the official timekeeper for this Contest. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to grade and residence) are void. Those who do not follow all of the instructions, provide the required information in their Entry Statement, or abide by these Official Rules or other instructions of the Sponsors may be disqualified.

The Sponsors are not responsible for the actions of entrants in connection with the Contest, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Persons found tampering with or abusing any aspect of the Contest, or whom the Sponsors believe to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Contest, as determined at the sole and absolute discretion of the Sponsors, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes or contest of a Sponsor. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE ENTRY WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. The Sponsors reserve the right, in their sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

- Prize Rules. The Sponsors reserve the right, in their sole discretion, to modify, suspend, terminate the Contest (or any portion thereof), or take any other action deemed necessary, should any virus, bugs, non-authorized human intervention or other causes beyond the reasonable control of the Sponsors, including, but not limited to, war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of the Contest and, in the event of termination or suspension, in their sole discretion, select Prize Winners for the Contest from among all eligible, non-suspect entries received as of the date of the event requiring such termination or suspension. By participating in this Contest, entrants agree to be bound by these Official Rules, and the decisions of the Sponsors, which are final and binding in all respects. Failure to abide by these Official Rules may result in disqualification. All materials submitted become the property of Sponsors and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the e-mail address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Entrants selected as Prize Winners (defined in Section 4) may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to the Sponsors’ satisfaction, the affected entry will be deemed ineligible. The Sponsors are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant’s e-mail account to receive e-mail messages.

Prizes are not transferable, and no substitutions or cash redemptions are allowed, except by the Sponsors, which reserve the right to substitute a prize (or component thereof) with one of comparable or greater retail value, in their sole discretion. All costs and expenses not stated herein as being provided in connection with the redemption, receipt and/or use of the prize are the responsibility of each Prize Winner, including, without limitation, transportation. All prize details are at the Sponsors’ sole discretion. Prize details and availability are subject to change and prize provider’s rules and restrictions, and in the event that the Sponsors are unable to provide a Prize Winner with his or her prize, the Sponsors may elect to provide Prize Winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Unclaimed prizes will be forfeited.

- Prize Winner Selection and Notification. There will be a total of fifty (50) winners of the Prize described below (the “Prize Winners” and each a “Prize Winner”). On or around May 15, 2020, a committee consisting of the

Sponsors' representatives and/or designees (the "Committee") will select twenty-five (25) Prize Winners from among all valid Artistic Entries, and twenty-five (25) Prize Winners from among all valid Written Entries received during the Entry Period. The Committee will select the Prize Winners based on the Entry Statements that best describe or convey what the word "Pride" or the word(s) "Perseverance", "Respect", "Integrity", "Decisions", and/or "Education" (PRIDE) means to the entrant, as determined by the Committee in its sole and absolute discretion. No individual entrant is eligible to receive (a) more than one (1) Prize for his or her valid Written Entries, and (b) more than one (1) Prize for his or her valid Artistic Entries.

Each Prize Winner will receive the following prize: one (1) basketball signed by members of the Celtics 2019-2020 team (each, a "Prize"). Each Prize has an approximate retail value of \$350. Entrants selected as Prize Winners will be notified by e-mail or telephone within a reasonable time after the drawing. It is the sole responsibility of each entrant to notify the Sponsors if his or her contact information changes. The Sponsors are not responsible for false, incorrect, changed, incomplete, or illegible contact information. In the event an entrant selected as a Prize Winner cannot be contacted within a reasonable time frame or declines the prize, another entrant will be selected as a Prize Winner using the same criteria under this section.

5. Additional Prize Terms. Each Prize Winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with any prize he or she receives, and may be responsible for pre-paying taxes prior to receiving the prize. The Sponsors shall have the right, but not the obligation, to make any deductions and withholdings that the Sponsors deem necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. An IRS Form 1099 or IRS Form W2G may be issued in the name of each Prize Winner for the actual value of the prize received. Each Prize Winner must show a photo ID upon a Sponsor's request to redeem the prize. The Sponsors will not be responsible for awarding any un-awarded portion of a prize to a Prize Winner if a Prize Winner undertakes activities or communicates messages or images or engages in speech publicly or made known publicly that: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's or prize provider's personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which the Sponsors wish to associate, as determined by the Sponsors, in their sole and absolute discretion; and/or (e) otherwise violate the terms of any of the agreements that the Prize Winner has agreed to comply with as an entrant of this Contest.

Except where prohibited by law, in consideration for being awarded a prize, each Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such Prize Winner's name, voice, biographical material, Entry Statement, other Contest entry content, and/or likeness, in all forms of media and by all manners (now and hereafter known), worldwide, in perpetuity, in any and all advertising, Contest and other publicity conducted by the Sponsors and the NBA Entities. If any such content contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of such content, any and all releases and consents necessary to permit the use of such content in the manner set forth in these Official Rules without additional compensation. Entrants agree not to issue any publicity concerning the Sponsors or NBA Entities. Prize Winner may be required to execute a release of liability, publicity releases and/or an affidavit affirming his or her eligibility to enter and win and that he/she agrees to all terms and conditions of the Contest, and other documentation reasonably requested by a Sponsor (collectively, the "Required Documentation"); failure to execute such Required Documentation if requested will result in ineligibility for any prize and another Prize Winner will be selected.

6. Odds of Winning. Odds of becoming a Prize Winner are dependent on the total number of eligible entries received during the Entry Period. There will be a total of fifty (50) Prize Winners (i.e., twenty-five (25) Prize Winners will be selected from among all valid Written Entries received during the Entry Period, and twenty-five (25) Prize Winners will be selected from among all valid Artistic Entries received during the Entry Period).
7. Liabilities and Dispute Resolution. By entering the Contest, each entrant agrees that (a) the Sponsors maintain the right to decide all matters and disputes arising from the Contest, that the Sponsors' determination of the Prize Winners will be final and binding, and (b) to hold harmless and indemnify the Sponsors and the NBA Entities from and against any liability, damages, or causes of actions (however named or described), with respect to or arising out of: (i) the entrants' participation in the Contest, including, but not limited to, personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of privacy; and (ii) the delivery, misdelivery, acceptance, possession, use of, misuse of, or inability to use any

prize (including any type or manner of costs or damages), whether under a theory of contract, tort (including negligence), warranty, or any other theory. By accepting a prize, each Prize Winner agrees that the Sponsors and the NBA Entities will have no liability and will be held harmless by such Prize Winner for any liability, loss, injury, or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, participation in, use or misuse of the prize or participation in the Contest, even if caused or contributed to by the negligence of any of the Sponsors or the NBA Entities.

8. Identification of Prize Winners. For a complete list of Prize Winners, or for a copy of the Official Rules, send a written request along with a self-addressed stamped envelope to: “Arbella Insurance Foundation Stay in School Program Writing and Art Contest” c/o Boston Celtics, 226 Causeway Street, 4th Floor, Boston, MA 02114. The written request and self-addressed stamped envelope must be received no later than July 17, 2020. Please indicate whether you are requesting a list of Prize Winners or a copy of the Official Rules.
9. Disputes. The Contest is void where prohibited by law. By entering the Contest, each entrant agrees that to the extent permitted by applicable law: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded, will be resolved individually, without resort to any form of class action; and (b) entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental, exemplary, consequential or special damages, lost profits, and/or any right to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and the Sponsors in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws. The forum and venue for any dispute shall be in Massachusetts.
10. Privacy. Personally identifiable information that is submitted by entrants as part of the Contest will only be used to administer the Contest, select the Prize Winners, and fulfill the prizes, and will be treated in accordance with the privacy policies accessible at [http://www.nba.com/news/privacy\\_policy.html](http://www.nba.com/news/privacy_policy.html), <https://www.arbella.com/legal/privacy-policy> and <https://www.dropbox.com/privacy>.
11. Sponsors. Arbella Insurance Foundation (1100 Crown Colony Drive, Quincy, MA 02269-9103); and Boston Celtics (226 Causeway Street, 4th Floor, Boston, MA 02114).
12. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Required Documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documentation is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. The Sponsors’ failure to enforce any term of these Official Rules will not constitute a waiver of that or any other provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy, or terms of use on the Entry Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in the Sponsors’ sole and absolute discretion.