

# LA Clippers Got Talent Contest

## OFFICIAL RULES and PARTICIPATION AGREEMENT (“Official Rules”)

**NO PURCHASE NECESSARY TO ENTER OR TO WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. PARTICIPATION IN THE CONTEST CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. THESE OFFICIAL RULES ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 12. Individuals who participate in the Contest or submit an entry are sometimes referred to herein as an “Entrant.”**

**This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Snapchat or Instagram. You are providing information to the LA Clippers and/or OGIO International, and not to Facebook, Twitter, Snapchat or Instagram.**

**1. SPONSOR:** LA Clippers LLC ( “Sponsor”).

**2. CONTEST PERIOD:** Contest begins at 9:00 AM PT on August 2, 2019 and ends at 11:59 PM PT on August 31, 2019 (the "Contest Period"). Sponsor’s computer is the official time-keeping device for the Contest. In order to be eligible Submissions must be received by August 31, 2019 at 11:59 PM PST.

**3. ELIGIBILITY:** Contest is open only to individuals who are at least eighteen (18) years of age on the entry date, who are legal residents of California and whose primary residence is within a one-hundred fifty (150) mile radius of the city of Los Angeles, California (the “Contest Area”). The Sponsor and its respective employees, agents, officers, directors, members, managers and owners; the National Basketball Association and its member teams, NBA Properties, Inc.; and each of their respective parents, subsidiaries, affiliates, owners, members, directors, managers, officers, employees and their advertising agencies, promotional partners and prize providers associated with this Contest (collectively, the “Contest Entities” and each a “Contest Entity”), and their immediate families (spouse, domestic partner, parents, legal guardians, grandparents, grandchildren, siblings, children and “step” of each) and those individuals living in their same household are not eligible to enter or win.

**4. HOW TO ENTER / THE SUBMISSION:** Entrants may enter the Contest by submitting a video to [www.Clippers.com/ClippersGotTalent](http://www.Clippers.com/ClippersGotTalent) (a “Submission”). Submissions must be less than five minutes in length unless the submission involves singing the national anthem in which case the Submission must be less than ninety (90) seconds. Any submission that in the sole discretion of Sponsor contains vulgar lyrics, profanity, political references or reference to any visiting team, player, coach or city will be automatically disqualified. Entrants are encouraged to submit creative Submissions including, but not limited to, dance groups, karate demonstrations, choirs, acrobats, dunkers, spoken words, and many more. There is a limit of one entry per person regardless of method of entry. Sponsor reserves the right to verify eligibility of all Entrants. In the event of a dispute regarding the identity of the person submitting an entry, the Submission will be deemed to be submitted by the person in whose name the social media or email account is registered on the date the entry is submitted. Making a Submission during the Contest Period constitutes acknowledgement of and consent to these Official Rules. Once submitted, the Submission cannot be modified. ENTRANT ACKNOWLEDGES THAT HIS/HER SUBMISSION MAY BE POSTED ON SPONSOR’S WEBSITE AND SOCIAL MEDIA ACCOUNTS AND EDITED, IN SPONSOR’S DISCRETION.

**5. WINNER SELECTION & NOTIFICATION:** Based on the criteria outlined below, one (1) potential Prize winner (“Potential Winner”) will be determined on or about September 1, 2019 from among all eligible Submissions received throughout the Contest Period. Sponsor will judge all eligible Submissions based on the following criteria: (1) overall performance (0-80 points) and (2) creativity (0-20 points). The Submission receiving the highest total score will be designated as the Potential Winner. In the event of a tie, all tied Submissions will be re-judged by Sponsor based on the following criteria: Overall Performance (0-100 points). Odds of winning depend on the number of entrants. The Potential Winner will be contacted via email (“Prize Notification”) on or around September 1, 2019 and must redeem the Prize within seventy-two (72) hours of such notification. To be confirmed the Prize winner (“Prize Winner”), Potential Winner will be required to sign and return within ten (10) days of notification attempt by Sponsor, an Affidavit of Eligibility, Liability and Publicity Release, including the Potential Winner’s full name and street address (no P.O. Boxes) within the Contest Area, or the Prize will be forfeited and the Entrant with the next highest score will be deemed the Potential by Sponsor (and in such case this process will be repeated).

**6. PRIZES:** One (1) Prize Winner will receive the following (“Prize”):

- The opportunity to perform their talent on the court during halftime (or before the game, if the national anthem) at a Los Angeles Clippers game during the 2019-2020 season.
- Access and tickets to one (1) suite for a Los Angeles Clippers game during the 2019-2020 season.

The exact details of the Prize, including the date of the game, will be determined at the sole discretion of Sponsor. Approximate Retail Value (ARV) of the Prize: \$5,000.00.

**7. PRIZE RESTRICTIONS:** No portion of the Prize may be transferred, redeemed for cash or substituted, except by Sponsor (in its sole discretion), which reserves the right to substitute any portion of the Prize with a substitute prize of equal or greater value for any reason, including, without limitation, Prize unavailability. All expenses not specifically identified as included in the Prize are the sole responsibility of the Prize Winner. The Prize and all elements thereof, are subject to availability. The Prize is awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prize is at Prize Winner’s sole risk and Contest Entities are not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of the Prize. Entrants agree to release the Contest Entities from any liability for losses or damages of any kind resulting from schedule changes or game cancellations associated with the 2019 NBA Summer League.

Prize Winner will be solely responsible for all federal, state and local income and/or other applicable taxes and fees as well as other expenses associated with the receipt of his/her Prize and/or use. The Prize Winner may be issued a 1099-MISC tax form for the ARV of the Prize. Failure to take or complete any portion of the Prize may not relieve the Prize Winner of his/her tax obligations associated with winning the Prize.

**8. PUBLICITY/PRIVACY POLICY:** Except where prohibited by law, by entering the Contest, each Entrant provides Contest Entities with an irrevocable, sub-licensable, absolute right and permission to use, publish, post or display said Entrant’s video Submission, name, photograph, likeness, statements, biographical information, voice, city and state address, Prize information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Contest Entities’ sole discretion), without notice to the Entrant, for any purpose, including but not limited to advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant releases all Contest Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates the Contest Entities to make use of any of the rights granted herein and Entrants waive any right to inspect or approve any such use. The personal information will be collected, processed and used in accordance with Sponsor’s Privacy Policy. Sponsor’s privacy policy can be found at [http://www.nba.com/news/privacy\\_policy.html](http://www.nba.com/news/privacy_policy.html).

**9. GENERAL CONDITIONS:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. Entrants waive any right to claim ambiguity in the Contest or these Official Rules. All Entrants agree to follow the Official Rules and completely release, discharge, hold harmless and indemnify Facebook, Twitter, Snapchat, Instagram and the Contest Entities, and all of their respective members, managers, equity holders, officers, directors, parents, subsidiaries, partners, agents, employees, successors and assigns each of them (collectively, the “Released Parties”) against any and all liability, damages or causes of action (however named or described), with respect to or arising out of any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any promotional-related activity or participation in this Contest. In consideration for being awarded a Prize, or any portion thereof, each Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of Prize Winner’s name, video submission, and/or likeness in any and all advertising, promotions and other publicity conducted by Contest Entities, except where prohibited by law. Sponsor reserves the right to modify the scheduling of the Contest without prior notification, and the right to make changes or additions to these Official Rules for any reason at any time. The Sponsor’s failure to enforce any term of these Official Rules shall constitute a waiver of that provision.

**10. PRIZE WINNER AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS FACEBOOK, TWITTER, SNAPCHAT, INSTAGRAM, AND THE CONTEST ENTITIES AND THEIR RESPECTIVE MANAGERS, EQUITY HOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, PARTNERS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM**

ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE, ANY PORTION THEREOF OR PARTICIPATION IN ANY CONTEST RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST.

By entering this Contest, the Entrant agrees to the following Statement:

I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

**11. LIMITATIONS OF LIABILITY:** Facebook, Twitter, Snapchat, Instagram and the Contest Entities are not responsible for late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed, and/or lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on computer networks, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Contest or downloading any material for the Contest, or other telecommunications malfunctions which may limit an entrant's ability to participate. Sponsor may prohibit an Entrant from participating in the Contest or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Contest Entities. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Contest Entities each reserve the right to seek damages from any such person to the fullest extent permitted by law. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then the Sponsor reserves its right at its sole discretion to cancel, terminate, modify or suspend the Contest.

To the maximum extent permitted by law, IN NO EVENT WILL FACEBOOK, TWITTER, SNAPCHAT, INSTAGRAM OR THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE CONTEST, INCLUDING ANY ACCESS TO OR USE OF THE SPONSOR'S WEBSITE OR ITS OTHER RESPECTIVE SOCIAL MEDIA SITES, OR ANY DOWNLOADING FROM OR PRINTING MATERIAL FROM THESE WEBSITES OR SOCIAL MEDIA SITES. EVERYTHING ON THESE WEBSITES OR OTHER SOCIAL MEDIA SITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. PRIZE WINNER AGREE THAT ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

**CONTEST ENTITIES WILL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF THE PRIZE WINNERS' ACCEPTANCE OR USE OF THE PRIZE.**

**12. DISPUTES - MANDATORY ARBITRATION:** Except where prohibited, as a condition of participating in this Contest, each Entrant agrees that any dispute, claim or controversy arising out of or relating to the Contest or the breach, termination, enforcement, interpretation or validity of the Official Rules thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, except Rule 6(e) of those Expedited

Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

These Official Rules and the rights of the parties hereunder shall be governed by and construed in accordance with the substantive laws of the State of California, exclusive of conflict or choice of law rules.

The parties acknowledge that the Contest evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

In any arbitration arising out of or related to the Contest, the arbitrator(s) are not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.

In any arbitration arising out of or related to the Contest, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits.

Any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action.

All costs of arbitration will be borne by the Sponsor including any remaining JAMS Case Management Fees and all professional fees for the arbitrator's services.

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

**13. WINNER LIST/RULES:** For a copy of the of the Official Rules visit [www.Clippers.com/ClippersGotTalent](http://www.Clippers.com/ClippersGotTalent).

To find out who won the Contest, send a legal-size, self-addressed, stamped envelope to: LA Clippers Game Presentation Survey Contest, c/o LA Clippers LLC, 1212 South Flower Street, 5th Floor, Los Angeles, CA 90015. Requests must be received no later than three (3) months following the end of the Contest Period. Only one (1) request will be fulfilled for each separately mailed outer envelope.

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#### ABBREVIATED RULES

**NO PURCHASE NECESSARY.** Must be a legal resident of CA whose primary residence is within a one-hundred fifty (150) mile radius of the city of Los Angeles, CA, 18 or older. Entries must be publicly viewable to be considered eligible. Entries must be rec'd by and promotion ends at **11:59pm (PT) August 31, 2019**. Go to [www.Clippers.com/ClippersGotTalent](http://www.Clippers.com/ClippersGotTalent) for Official Rules and details. Odds of winning depend on number of entries received. Void where prohibited.