

**2021 DRAFT GIVEAWAY DRIVEN BY KUMHO TIRE
OFFICIAL RULES AND REGULATIONS
NO PURCHASE NECESSARY**

1. **ELIGIBILITY. NO PURCHASE NECESSARY** to enter or win. The **2021 DRAFT GIVEAWAY DRIVEN BY KUMHO TIRE** (“Sweepstakes”) is open only to legal residents of the state of Georgia and the United States, who as of the date of their Entry (defined below) into the Sweepstakes are at least 18 years of age, reside within 150 miles of the corporate limits of Atlanta, Georgia, and have Internet access as of **10:00AM EST July 21, 2021**, the date and time the Sweepstakes is first made known to the public. Employees and their immediate family members (spouses, parents, legal guardians, in-laws, grandparents, siblings, children, household members and the spouses and children of the foregoing) of Atlanta Hawks, L.P. (“AHLP” or “Sponsor”), Atlanta Hawks Management, LLC, Arena Operations, LLC d/b/a State Farm Arena, ATL Hawks, LLC, Arena Sports Marketing, LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., NBA Media Ventures, LLC, (the “NBA” or “NBA Entities”), Kumho Tire U.S.A., Inc. (“Kumho”) and each of their respective parents, subsidiaries, divisions, directors, officers, members, partners, trustees, franchisees, governors, agents, owners, shareholders, participating vendors, distributors, advertising and promotion agencies and affiliated entities’ employees and each of their respective families (spouses, parents, legal guardians, in-laws, grandparents, siblings, children, household members and the spouses and children of the foregoing) (collectively, the “Sweepstakes Entities”) are not eligible to enter the Sweepstakes. By entering the Sweepstakes, participants agree to accept and be bound by all terms of these Official Rules and Regulations. Sweepstakes is subject to all federal, state and local laws and regulations. Some restrictions apply. Free internet access is available at many public libraries. Void wherever prohibited or restricted by law.
2. **SPONSOR.** Atlanta Hawks, L.P., Centennial Tower, 101 Marietta Street NW, Suite 1900, Atlanta, Georgia 30303 and Kumho Tire U.S.A., Inc. 133 Peachtree Street NE, Suite 2800, Atlanta, Georgia 30303.
3. **HOW TO ENTER.** Sweepstakes runs from **10:00AM EST July 21, 2021 – 5:00PM EST July 29, 2021** (the “Entry Period”). There will be one (1) method of entry. During the Entry Period, eligible individuals can go online to the Atlanta Hawks 2021 Draft Page located at <https://www.nba.com/hawks/2021-draft-giveaway> and click the “RSVP Now” icon to retrieve the entry form, complete the entry form in its entirety, which will include name, phone number, email address, permanent address and date of birth, then submit the entry form by clicking the “submit” button on the entry form page. Entry Period ends at **5:00PM EST on July 29, 2021**. Free Internet access is available at many public libraries. **Limit one (1) entry per person or email address.** Entrants must enter in their own name and not on behalf of or for anyone else. In the event of a dispute about the identity of an online entrant, each online entry will be declared made by the authorized account holder of the email address submitted at the time of entry as determined by Sponsor. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry. By entering, you are signing up for the Atlanta Hawks database to receive Atlanta Hawks email updates for promotional offers, products and events. Such information shall be maintained in accordance with the Atlanta Hawks privacy policy. No mechanical reproductions or facsimiles accepted. Sponsor is not responsible for misdirected, incomplete, lost, late or illegible entries, technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit a participant’s ability to participate in the Sweepstakes or damage to a user’s system as a result of participation in the Sweepstakes or downloading of any information necessary to participate in the Sweepstakes. False or deceptive entries or acts, as determined by Sponsor, will render the entrant ineligible. Sponsor reserves the right, in its sole discretion, to cancel or modify the Sweepstakes should any computer virus, malfunction or other cause beyond their control corrupt the administration, security or proper operation of the Sweepstakes. All entries become the property of Sponsor and will not be returned. All entries must be submitted in the name of an individual person and prizes can only be awarded to the person whose name is on or corresponds to each winning entry. **LIMIT ONE ENTRY PER PERSON.** Attempts to enter the Sweepstakes more than once may disqualify entries from the Sweepstakes.

4. **HOW TO WIN.** Each Winner (“Winner”) will be selected on or about **July 29, 2021**, by random drawing conducted by representatives of Sponsor from all the eligible entries received. The odds of winning will be determined by the number of eligible entries received. Sweepstakes will be administered by the Sponsor, decisions of which in all matters regarding the Sweepstakes shall be final and binding. Each Winner will be notified by telephone or email, and must meet all eligibility requirements including the execution and delivery of all necessary releases including an Affidavit of Eligibility/Release of Liability and Publicity Release form and a completed tax acknowledgment form within seven (7) days of date of issuance. A Winner’s failure to return all required forms in this seven (7) day time period may result in the Winner being disqualified and an alternate winner may or may not be selected at Sponsors’ sole discretion. If a dispute arises regarding who submitted an on-line entry, the entry will be deemed submitted by the holder of the email account as determined by Sponsor. If a Winner is ineligible for any reason whatsoever, Sponsor will hold another random drawing to determine an alternate Winner. However, if delays in obtaining the necessary releases would make it impracticable to select another Winner due to the timing of the use of one of the prizes (for example game tickets), no alternative Winner will be awarded. If the Winner does not respond within twenty-four (24) hours after the first attempt to contact him/her, Sponsor may select an alternate in his/her place at random from all eligible entries received.
5. **PRIZES.** Winners will receive the following prizes with an Approximate Retail Value (“ARV”) as listed below.

Number of Winners	Prize(s)/ARV of Prize(s)
2	One Set of Four (4) Kumho Tires - \$175 per tire (\$700 total)
Total Number of Winners: 2	Total ARV of Prizes: \$1,400

The reporting and payment of any tax liabilities incurred by the entrant as a result of this Sweepstakes and any prize(s) won are the sole responsibility of the entrant. No substitution or transfer of prize(s) or cash redemptions permitted by Winner. The Sweepstakes Entities reserve the right to substitute a prize of like value in the event the described prize, or any portion thereof, is unavailable for any reason whatsoever. Prize is non-transferable and non-assignable. No prize substitution allowed by winner. No portion of the prize may be sold, bartered or exchanged by the winner. If awarded, Prize will be awarded without any warranty of any kind beyond manufacturer’s standard warranty.

6. **ODDS OF WINNING.** The odds of winning the Prize are determined by the total number of entries received during each applicable Entry Period.
7. **GENERAL RULES AND REGULATIONS.** By entering this Sweepstakes, participants grant the Sweepstakes Entities the right, unless prohibited by law, to use their names, voices, pictures and likeness, Entry or any copyrighted or copyrightable materials without further authorization or compensation, for the purpose of advertising and publicizing the goods and services of the Sponsors and all matters related to the Sweepstakes in any manner or medium, through the world in perpetuity without further compensation (except where prohibited by law). Winners will be required to sign and execute affidavits of eligibility, tax acknowledgement forms, liability releases and, except where prohibited by law, use of name and likeness releases (“Winner Documents”) and return within seven (7) days of issuance. Noncompliance with this time period may result in disqualification. In the event any Winner declines the prize or fails to return completed releases, Sponsor may elect, at its sole discretion, to select an alternate winner. If no eligible potential winner can be identified after reasonable attempts or if delays in obtaining the completed Winner Documents would make it impracticable to award the prize due to the timing of the game, no substitute prize may be awarded in Sponsor’s sole discretion. By entering this Sweepstakes, entrants agree to release the Sweepstakes Entities from any and all liability claims or actions of any kinds whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize, or while preparing for, participating in, and/or traveling to any prize-related activity. The Sweepstakes Entities expressly disclaim any responsibility or liability for injury or loss to any person or property

relating to the delivery and/or subsequent use of the prize awarded. In the event more winner notifications are issued, or more winning prize claims are received, than the number of prizes set forth in these Official Rules due to computer, printing, seeding, human, or other error or problem, a random drawing will take place from all eligible prize claims for the prize at issue to award the proper number of prizes as set forth in these Official Rules. In the event of sabotage, acts of God, computer virus or other events or causes beyond the Sponsors' reasonable control, which corrupt the integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right to cancel or suspend the Sweepstakes. In the event of cancellation, prizes will be awarded from among all eligible, non-suspect entries received prior to the event requiring such cancellation. Notice of cancellation will be posted at hawks.com.

8. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, designs, promotional materials, web pages, drawings, illustrations, logos, slogans, and representations are owned by the Hawks and their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
9. **CONSTRUCTION.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Georgia. In any action brought to enforce the obligation or right of any party hereunder, entrants consent to personal jurisdiction and venue in any court of appropriate jurisdiction in Fulton County, Georgia, USA. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
10. **FORCE MAJEURE.** Sponsor shall not be liable to Winners or any other person for failure to supply Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, pandemic, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor's sole control.
11. **RELEASE AND WAIVER OF LIABILITY.** By entering this Sweepstakes, entrants agree to release the Sweepstakes Entities from any and all liability claims or actions of any kinds whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with or arising out of the receipt, ownership or use of the prize, or while preparing for, participating in, and/or traveling to any prize-related activity. The Sweepstakes Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded.
12. **NOTE.** Entry must be made by the Entrant only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the Entry process is prohibited. Entries or other Sweepstakes materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance

with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion.

13. **MISCELLAENOUS.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules 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 herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that 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 Sweepstakes-related materials, privacy policy or terms of use on the Entry Site 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 Sponsor's sole and absolute discretion. No Injunctive Relief: EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE SWEEPSTAKES OR ANY OTHER PROJECT OF SPONSOR OR ANY OF ITS AFFILIATES.
14. **PRIVACY STATEMENT.** The information submitted, including the registration information, will be available to the Atlanta Hawks, the NBA Entities and State Farm Arena. For more information on how this information may be used by them, please read their respective Privacy Notices, which can be found at www.hawks.com, www.nba.com and www.statefarmarena.com. In addition, by submitting this information you agree that Atlanta Hawks, the NBA Entities and State Farm Arena may contact you from time to time regarding special offers and promotions they think may be of interest to you.
15. **OFFICIAL RULES AND WINNERS' LIST REQUESTS.** For a copy of either the Official Rules or the Winner's List, send a request and a self-addressed, stamped envelope to the following address by July 29, 2021 for "Rules," or August 29, 2021 for "Winner": E-mail: 2021 Draft Giveaway Driven By Kumho Tire, Attn: Event Strategy and Experience Department, 101 Marietta Street NW, Suite 1900, Atlanta, GA, 30303.

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