

**MOUNTAIN AMERICA & UTAH JAZZ “PASS IT ALONG” COMMUNITY
PROGRAM OFFICIAL RULES**

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Sponsors. Mountain America Credit Union and Jazz Basketball Investors, Inc. dba Utah Jazz (“Utah Jazz”) are the “Sponsors” of the Promotion.

Entry Conditions. The Mountain America & Utah Jazz “Pass it Along” Community Program (“Promotion”) is open to legal residents of Utah only. Charities being nominated must have a presence within seventy- five (75) miles of the Vivint Smart Home Arena. Only one (1) entry per person is allowed. Employees, agents, officers, governors and directors (and their immediate family members) of Mountain America Credit Union, the Utah Jazz or any of the other entities comprising the Larry H. Miller Group of Companies, the NBA Entities (defined below), and each of their respective parents, subsidiaries and affiliates, and any other entities involved in the Promotion, are not eligible to enter or win. The “NBA Entities” shall mean the National Basketball Association and each of its Member Teams, NBA Media Ventures, LLC and NBA Properties, Inc. The Promotion is void outside Utah and where prohibited or restricted by law. Odds of winning depend on the number of eligible Entries received and the quality of the Entry. All Entries belong to the Utah Jazz and Mountain America Credit Union. Mountain America Credit Union will not use Entries, personal data or contact information for marketing or sales purposes, unless a messaging opt-in is present. Non-opt-in Entries will be used only for the selection of winners in this Promotion and/or research purposes.

Entry Method. Entrants who are eighteen (18) years of age or older can nominate a local charity by writing and submitting an essay (“Entry”). Entrants will submit nominations by visiting utahjazz.com/passitalong. Charities may not nominate themselves. By entering, each Entrant represents to Sponsors that the Entrant is at least eighteen (18) years of age as of the date of entry. The Entry must be no more than 3,500 characters in length. All Entries will be judged by a panel of judges comprised of Utah Jazz and Mountain America Credit Union personnel and will be judged on need (40%), impact (40%) and newsworthiness (20%).

All information submitted by Entrants is subject to, and will be treated in a manner consistent with, utahjazz.com’s Terms of Use accessible at: <http://www.nba.com/news/termsfuse.html>. Eligibility to participate in the Promotion is not dependent upon Entrant’s provision of any optional information. Any form of entry other than as specified in these Official Rules is prohibited. By entering, Entrants agree to be bound by these Official Rules and the decisions of Sponsors, which are final and binding in all respects.

Promotion Period. The Promotion starts at 12:01 a.m. prevailing Mountain Time on December 1, 2020, and ends at midnight prevailing Mountain Time on May 1, 2021. The monthly winners will be selected from January until May (one winner per month). The monthly winner will be selected on or around the first day of each month.

Prizes. Five (5) prizes (each a “Monthly Prize”) will be awarded (one (1) prize for each of the months of January, February, March, April, May). The monthly winning charity will receive a \$5,000 cash prize donation. Each cash Monthly Prize will be awarded on its corresponding Presentation Game Day. The winner will participate in the presentation of the Monthly Prize at such game, contingent on health and safety guidelines.

APPROXIMATE MAXIMUM TOTAL RETAIL VALUE OF EACH MONTHLY PRIZE: \$5,500

Prize Restrictions: Prizes are not transferable. Sponsors will have the right to substitute another Prize package of equal or greater value, at their sole discretion. All expenses not specified herein, including but not limited to expenses on the receipt and use of a Prize, are the sole responsibility of the winner. No transfer or cash redemption of a Prize is permitted except at the sole discretion of Sponsors. Limit one (1) monthly Prize per charity and per household or family. No more than the advertised number of Prizes will be awarded. Sponsors are not responsible for lost or stolen Prizes. Winners’ companions must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. National Basketball Association event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Basketball and/or the Utah Jazz, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of a Monthly Prize may govern in the event a game, event or exhibition, as defined by National Basketball Association, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each Monthly Prize winner and his/her guest agree to comply with all applicable stadium regulations in connection with the Monthly Prize. The Utah Jazz reserves the right to remove or to deny entry to any Monthly Prize winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any National Basketball Association game, event or exhibition. National Basketball Association game, event and exhibition tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and Prize forfeiture, and may invalidate the license

granted by the game ticket(s).

Prize Selection: A panel of judges made up of representatives from the Utah Jazz and Mountain America Credit Union will review all Entries and determine each Monthly Prize winner based on the criteria set forth above. All decisions are final. Entrants are eligible to win only one prize within the 2020-2021 Utah Jazz basketball season.

Notification: Each potential winner will be notified by telephone, approximately one (1) week prior to the corresponding Presentation Game Day. **In the event that the winner does not respond or accept, an alternate winner will be selected from among all eligible runner-up Entries, if possible.** Refusal of the winner to agree and execute Sponsors' affidavit of eligibility and release of liability within three (3) days of notification will also result in disqualification and, at Sponsors' sole discretion and time permitting, cause an alternative winner to be chosen from among all remaining eligible Entries. Sponsors will leave tickets for the winner at Will Call the day of the corresponding Presentation Game Day. Each Monthly Prize will be awarded during the game on the Presentation Game Day to the nominated charity.

Taxation: Each winner is solely responsible for any and all federal, state and local income taxes associated with his or her Prize. Sponsors and the NBA Entities are not responsible for and will not pay or in any way compensate winners for taxes associated with winning a Prize. Each Prize winner may be required to provide certain tax-related documents to Sponsors before receiving a Prize. If required by law, Mountain America Credit Union will issue Form 1099-MISC to each winner, reporting the taxable retail value of his or her Prize. Each winner should consult his or her tax advisor about the tax implications of winning a Prize.

Waiver of Liability/Publicity Release: By entering and/or receiving a Prize, Entrants and nominated charities agree to follow these Official Rules and to indemnify and hold Mountain America Credit Union, the Utah Jazz, the other NBA Entities and each of their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents (collectively, the "Released Parties") harmless from and against, and to release, waive, discharge and indemnify the Released Parties from any and all liability, damages or causes of action (however named or described and whenever the same may accrue), for injuries, damages or losses to persons (including death) and property which may be sustained in connection or arising out of either: (i) participation in the Promotion; or (ii) the receipt or use of the Prizes or while preparing for, participating in and/or traveling to any Prize-related activity, whether such claims or actions are on behalf of the winner or the winner's heirs, representatives, administrators or assigns. Each Entrant and/or Prize winner grants Mountain America Credit Union, the Utah Jazz, the other NBA Entities and each of their respective designees, the right to use, reproduce and publish any and all photographs and videotapes which may be taken immediately before, during or immediately after any Promotion activity, whether such photographs or videotapes are flattering or unflattering, for any purpose whatsoever, without compensation to the Entrant, unless prohibited by law. All such photographs and videotapes will be the sole and complete property of Mountain America Credit Union and the Utah Jazz. By acceptance of a Prize, the nominated charity and the winner each grant to Sponsors and the NBA Entities the right to publicize their name, city and state/province of residence and/or likeness in any medium now or hereafter devised worldwide without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law.

General Conditions: By entering, each Entrant agrees: (a) to these Official Rules and the decisions of Sponsors, which shall be final in all matters relating to the Promotion; (b) to release and hold harmless the Released Parties from any and all claims, liability or damages arising out of their participation and the acceptance and use of a Prize; (c) if the Entrant is a Prize winner, to permit Sponsors, the NBA Entities and each of their respective designees to use the winner's name, city and/or likeness for advertising, promotional and publicity purposes in all media without additional compensation (unless prohibited by law) and any prior review or approval; (d) that under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses, and Entrant further waives the right to have any damages multiplied or otherwise increased or to recover attorneys' fees in any action; and (e) that all disputes, claims and causes of action arising out of or connected with the Promotion, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in the State of Utah.

Sponsors are not responsible for printing or typographical errors in any Promotion-related materials, technical or computer failures, errors or data loss of any kind, lost or unavailable Internet connections, or failed, incomplete, garbled, delayed or deleted computer or network transmissions, inability to access any website or online service, or any other error or malfunction, or late, lost, illegible, mutilated, incomplete, incorrect, inaccurate, misaddressed or misdirected Entries, or theft or destruction or unauthorized access to or alterations of entry materials, whether caused by the Entrant or by any of the equipment or programming utilized in this Promotion. Proof of sending or submission of an Entry will not be deemed to be proof of receipt. If, for any reason, the internet portion of the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsors reserve the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, and to disqualify any Entrant who tampers with the operation of the Promotion or website or violates these Official Rules of the Promotion. If the Promotion is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at www.utahjazz.com, and the winner(s) will be selected from among all eligible Entries received prior to the termination date.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY SYSTEM OR WEBSITE ASSOCIATED WITH THIS PROMOTION OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE.

ATTORNEY'S FEES, AND OTHER REASONS FROM ANY SUCH PERSON OR PERSONS NOT ENTITLED FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute regarding any Entry, the Entry will be deemed made by the "authorized account holder" of the email address submitted at the time of entry. The "authorized account holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address.

Governing Law. The Promotion is governed by and construed in accordance with the laws of the State of Utah. All federal, state and local laws and regulations apply.

Winners List. All inquiries concerning the Promotion, or the list of winners may be directed to: Utah Jazz, Gina Calvert Community Relations Department, 1420 South 500 West, SLC, UT 84115