

FIRSTMARK CREDIT UNION TEACHER RECOGNITION SWEEPSTAKES

1. **No purchase necessary to enter or win.**
2. Enter by logging onto SPURS.COM/Firstmark and filling out the online entry form for a chance to win. There will be a total of ten (10) winners (each a "Prize Winner" and collectively, the "Prize Winners") drawn in this contest. Prize Winners will be randomly chosen to receive two (2) Spurs home game tickets and one (1) in-arena recognition (the "Prize"). Each Prize Winner will attend and be recognized at a different Spurs home game throughout the season. Each Prize Winner will be contacted by telephone within three (3) days of the Spurs home game they were drawn for. The Spurs Tickets and in-arena recognition are awarded at the sole discretion of San Antonio Spurs, L.L.C. and Firstmark Credit Union.

Mail In Option: From October 12, 2021 through November 23, 2021 any person may mail in a request to enter into the Firstmark Credit Union Teacher Recognition Program. Mail in entries must be hand printed and include your name, valid residential address, phone number (area code included), email address (if available), and date of birth, either on a postcard or a separate piece of paper no larger than 8 ½ by 11 inches. The postcard or paper must be placed in an envelope with proper postage affixed and mailed to: Firstmark Credit Union Teacher Recognition Program, One AT&T Center Parkway, San Antonio, TX 78219.

3. Promotion registration begins October 12, 2021 and ends by November 23, 2021. All entries must be received by November 23, 2021 (the "Deadline") to be eligible. Limit one entry per e-mail address. The Prize Winner drawings will begin within seven (7) days after the Deadline.
4. Odds of winning are dependent upon the number of eligible entries received. All Prizes will be awarded and any Prize not claimed will be forfeited. In the event an initial Prize Winner cannot be contacted, claim the opportunity to win the Prize, or is ineligible to win the Prize, an alternate Prize Winner will be selected through a second random drawing within five (5) days of the original Prize Winner being ruled ineligible.
5. This sweepstakes is only open to U.S. residents 18 of age or older, living within seventy-five (75) miles of the San Antonio city limits. Employees, immediate families (spouses, parents, siblings, and children) and persons affiliated with Firstmark Credit Union, San Antonio Spurs, L.L.C., the NBA and its Member Teams, NBA Properties, Inc. are not eligible to enter or win.
6. Contest void where prohibited. Promotion and the Official Rules will be governed, construed, and interpreted under Texas law.
7. By entering, entrant agrees to hold harmless and indemnify Firstmark Credit Union (and any and all of its affiliates), San Antonio Spurs, L.L.C., (and any and all of its affiliates) and the National Basketball Association and its Member Teams, NBA Properties, Inc. and their respective parent companies, subsidiaries, affiliates, directors, officers, governors, employees, agents and owners (the "Released Parties") against any and all

liability, damages or causes of action (however named or described), with respect to or arising out of either (i) entrant's participation; or (ii) the receipt or use of the Prize(s) awarded in the sweepstakes contest.

8. The Prize is non-refundable, non-transferable, and is not subject to exchange. No substitute Prize will be awarded and Prize may not be exchanged for cash. Prize Winners are responsible for payment of any applicable federal, state, and local taxes on the Prize. Approximate Retail Value of the Prize is \$250. Prize consists only of items specifically listed as part of the prize.

The Prize does not include airfare, lodging, or any other costs associated with claiming or using the Prize. Prize Winners will be responsible for transportation to and from Spurs Home Game and any other incidental costs, gratuities or expenses not identified in these rules. If the event is delayed, postponed, or canceled for any reason, Prize Winners will not be reimbursed for tickets. Tickets are subject to standard rain-check policies and procedures. Tickets are awarded pursuant to a revocable, nontransferable license that is personal to each Prize Winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. A violation of these restrictions shall revoke a Prize Winner's license and the tickets will not be honored.

9. Firstmark Credit Union (and any and all of its affiliates), the San Antonio Spurs (and any and all of its affiliates), the National Basketball Association and its Member Teams, NBA Properties, Inc. and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, employees, agents and owners accept no responsibility for an entrant failing to receive a Prize.
10. By entering, entrant understands that Firstmark Credit Union (and any and all of its affiliates), San Antonio Spurs, L.L.C. (and any and all of its affiliates), the National Basketball Association and its Member Teams, NBA Properties, Inc. and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, employees, agents and owners shall have the right to use the Prize Winner's voice, name, likeness and photograph(s) for advertising and promotional purposes without further authorization, compensation, remuneration or notification except where prohibited by law.
11. All decisions as to the sweepstakes rules and interpretations are exclusively within the sole discretion of San Antonio Spurs, L.L.C., the NBA and NBA Properties, Inc. and may be changed from time to time without notice or recourse. All Prizes are 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).
12. By entering the sweepstakes or accepting a Prize, all entrants release San Antonio Spurs, L.L.C. (and any and all of its affiliates), Firstmark Credit Union (and any and all of its affiliates), the National Basketball Association and its Member Teams, NBA Properties, Inc. and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, employers, agents and owners from any liability whatsoever and

waiving any and all causes of action related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this promotion or delivery, misdelivery, acceptance, possession, use 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.

13. Entrants that violate the Official Rules are subject to disqualification from participation in the sweepstakes or claiming or using the Prize. Any such decision is in the sole discretion of San Antonio Spurs, L.L.C. The potential Prize Winner may be required to execute an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within two (2) days of attempted notification.
14. If a Prize Winner is unable to claim his/her chance for the Prize within the timeframe set out herein, such chance will be forfeited entirely and the Prize Winner will forfeit any and all rights to the Prize. San Antonio Spurs, L.L.C. reserve the right to substitute a prize of equal or greater value for the Prize.
15. San Antonio Spurs, L.L.C. are not responsible for any typographical or other error in the printing of this offer, administration of this sweepstakes or in the announcement of Prize. In the event San Antonio Spurs, L.L.C. are prevented from continuing with this promotion, or the integrity and/or feasibility of the promotion is severely undermined by any event beyond San Antonio Spurs, L.L.C.' control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within San Antonio Spurs, L.L.C. ' control (each a "Force Majeure" event or occurrence). San Antonio Spurs, L.L.C. shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the promotion without further obligation. If San Antonio Spurs, L.L.C., in its discretion, elects to abbreviate the promotion as a result of a Force Majeure event, San Antonio Spurs, L.L.C. reserves the right, but not the obligation, to award the Prize from among all valid and eligible entries received up to the time of such Force Majeure event, in a random drawing. In no event will more Prizes be awarded than those specifically listed.
16. For a printed copy of the Prize Winner result or a copy of the Official Rules, send a stamped, self-addressed, business-size envelope to "Firstmark Credit Union Teacher Recognition Program, Spurs Sports & Entertainment, One AT&T Center, San Antonio, Texas 78219.