

## ADIDAS COMMUNITY MVP OFFICIAL RULES

No purchase necessary to enter or win. A purchase does not improve your chances of winning. Void where prohibited by law. The official rules create obligations on your part, including indemnities to third parties by you and limitations on your rights and remedies, so please read them carefully before entering.

**ELIGIBILITY:** The adidas Community MVP Contest is open to legal residents of the State of Utah between the ages of 14-18 at the time of entry. Employees of adidas (“Sponsor”), Jazz Basketball Investors LLC dba Utah Jazz, (“Administrator”), NBA Entities, and each of their respective parents, affiliates, subsidiaries, franchisees, retailers and advertising and Contest agencies, as well as the immediate family (spouse, parents, siblings, children and each of their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, and Utah Public officers, members of the general assembly, local government officials or government employees, anyone in his/her immediate family (meaning spouse, parents, children and siblings and respective spouses), anyone domiciled with him/her, whether related or not, are not eligible to enter or win. The Contest is governed by Utah law and is subject to all applicable federal, state, and local laws and regulations.

**WINNER SELECTION:** Winners will be selected by a panel of qualified judges based on relevance to the theme of the Promotion. The Submission with the highest score will be deemed the potential winner(s) for the contest at issue. All Submission must be original unpublished works created by the individual entering such Submission and must not contain any third-party material unless permission to use such material (s) has been granted by such third party. The contest will begin at 12:00 a.m. Mountain Standard Time (“MST”) on October 20, 2021 and ends at 11:59 p.m. MST on April 10th, 2022 (the “Contest Period”). Administrator’s computer system clock will be understood as the official timekeeper of the Contest. (1) female and (1) male winner will be selected 2 weeks after each month ends.

**HOW TO ENTER:** During the Contest Period, legal residents of the State of Utah who are 14-18 years of age at the time of entry visit [www.utahjazz.com/communitymvp](http://www.utahjazz.com/communitymvp) and follow the instructions to complete the nomination form for the Contest. Limit of one nomination per person using only one valid email address throughout the Contest Period. Nominations received in excess of the above stated limitation from any person or email address will be void. All entries become the property of Administrator and will not be acknowledged or returned. Entries generated by script, macro or other automated means and entries by any means which subvert the nomination process will be void. In the event of a dispute as to who submitted a nomination, the authorized account holder of the email address used to participate will be deemed to be the nominator and he/she must comply with these Official Rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Multiple nominators are not permitted to share the same email

address. Potential winners may be required to show proof of being the authorized account holder. If a dispute over the identity of a nominator cannot be resolved to Administrator's satisfaction, the affected nominated part(ies) nominee(s) will be disqualified.

**PANEL OF JUDGES:** The panel of judges will be comprised of 4 individuals from Administrator.

**WINNER NOTIFICATION:** The potential winner will be notified via email and/or phone and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within five days of date of issuance. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, Administrator is unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Administrator's discretion, an alternate winner may be selected.

**PRIZES:** One Grand Prize: The winner will receive the following:

- Community MVPs will receive (2) tickets to one regular season Utah Jazz game
- Community MVPs will receive adidas and Utah Jazz merchandise from the Utah Jazz and Advertiser.

The above-described prize is non-refundable, non-transferrable and is valid only for the person(s) designated. All expenses that are not specifically provided for herein are the winner's sole responsibility. Winner is not entitled to exchange or transfer prize or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prize of equal or greater value (Approximate retail value \$500). The prize recipient is solely responsible for any and all federal, state, and local income taxes associated with the prize. Sponsor is not responsible for and will not pay or in any way compensate prize recipient for taxes associated with winning a prize. The prize recipient may be required to provide certain tax related documents to the Administrator before receiving the prize. If required by law, the Sponsor and/or Administrator will issue Form 1099-MISC to the winner reporting the taxable retail value of the prize. The prize recipient should consult his or her tax advisor about the tax implications of accepting a prize package.

**CONDITIONS OF ENTRY:** By participating, each nominator fully and unconditionally agrees to and accepts these Official Rules and the decisions of Administrator, which are final and binding in all matters related to the Contest. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the nomination process or the operation of the Contest or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner and void all associated entries.

**GENERAL CONDITIONS:** By entering, participants consent to the use of their names, cities and states of residence, voices, and/or photographs and/or similar related information for promotional, advertising and other purposes in any and all media now or hereafter known throughout the world in perpetuity by Sponsor, Administrator and their designees, without any compensation, notification or permission, except where prohibited

by law. Nominees agree to release and hold harmless Sponsor, Administrator, NBA Properties, and their respective parent companies, affiliates, subsidiaries, franchisees, divisions, suppliers, distributors, retailers, and advertising and promotion agencies, and all of their respective officers, directors, partners, equity holders, employees, and agents (collectively, "Releasees") from any claims, actions, injury, liability, loss or damage of any kind resulting from participating in this Contest or from the acceptance or use of prize awarded (including any travel/activity related thereto).

**LIMITATIONS OF LIABILITY:** Releasees are not responsible for: (1) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (2) the unavailability or inaccessibility of any transmissions or cable, satellite, telephone or Internet service; (3) unauthorized human intervention in any part of the nomination process of the Contest; (4) late, lost, undelivered, misdirected, delayed, damaged, inaccurate, garbled or incomplete entries, email addresses, or for any electronic, computer, printing, typographical, human or other error relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize, or in any Contest-related materials (including these Official Rules); or (5) any injury or damage to persons or property, including but not limited to nominator's computer, hardware, or software, which injury or damage may be caused, directly or indirectly, in whole or in part, from nominator's participation in the Contest. Administrator reserves the right to cancel or modify the Contest for any reason, including if bugs, virus, fraud, technical failures or any other factor impairs the integrity, administration or proper play of the Contest, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prize in a random drawing from among all eligible, non-suspect entries received up to the time of such impairment. Any attempt to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, Administrator reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, nominator agrees that (1) any and all disputes 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, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the nominator; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will nominator be permitted to obtain awards for, and nominator hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than nominator's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and nominator further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of nominator in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Utah, USA.

SPONSOR: adidas, 5055 N. Greely Ae., Portland, OR 97062

ADMINISTRATOR: Utah Jazz, 1420 South 500 West, Salt Lake City, Utah 84115

#### ABBREVIATED RULES

NO PURCHASE NECESSARY TO WIN. PURCHASE WILL NOT INCREASE THE ODDS OF WINNING. Begins 12:00 MST a.m. 10/20/21, ends 11:59 p.m. MST 4/10/22. Open to legal residents of the State of Utah who are ages 14-18. Void where prohibited. Subject to Official Rules at [www.utahjazz.com/communitymvp](http://www.utahjazz.com/communitymvp)