

“Utah Jazz Most Valuable Educators Presented by Instructure”

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.

1. Eligibility: The “Utah Jazz Most Valuable Educators” Contest (the “Contest”) is open only to legal residents of the United States of America who are 18 years of age or older and are educators at an elementary school, middle school, high school or college/university within the State of Utah. Employees of Instructure, Inc., 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 are not eligible to win. The Contest is governed by Utah law and is subject to all applicable federal, state, and local laws and regulations.

2. Sponsor: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, Utah 84121.

3. Administrator: Utah Jazz, 1420 South 500 West, Salt Lake City, Utah 84115.

4. Agreement to Official Rules: By participating in the Contest, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding.

5. Timing: Nomination for the Contest begins at 12:01 a.m. Mountain Time (“MT”), September 20, 2022 and ends at 11:59 p.m. MT, March 15, 2023 (the “Contest Period”).

6. How to Enter: During the Contest Period, individuals wishing to make a nomination visit <https://www.nba.com/jazz/MVE> and follow the instructions to complete the nomination form for the Contest. Limit of one nomination per person throughout the Contest Period. Nominations received in excess of the above stated limitation from any person 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. Any individual submitting a nomination must abide by these Official Rules. 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.

7. Winner Selection: Winners will be chosen by a designated committee of Instructure, Inc. employees on behalf of Sponsor. Entries are judged based on how the educator inspires students, sparks curiosity, and supports student growth and achievement. Sponsor's decisions as to the administration of the Contest and the selection of potential winners are final.

Winners will be notified by Sponsor and Administrator. Entrants selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

8. Prizes: Each winner will (i) receive two or more tickets to one regular season Utah Jazz game in the designated sponsor suite, (ii) be recognized publicly during the Utah Jazz game along with an Instructure, Inc. representative, (iii) receive a Utah Jazz jersey with the winner's name on it, and (iv) and \$1,000 in grant or donation money from Administrator and Sponsor.

The above-described prizes are non-refundable, non-transferrable and are 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 and Administrator in their sole discretion may substitute prizes of equal or greater value. The prize recipient is solely responsible for any and all federal, state, and local income taxes associated with the prize. Sponsor and Administrator are 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. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. 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.

Administrator and Sponsor reserve the right to revoke any prize from any winner in the event Administrator and Sponsor, in their sole discretion, determine that such winner is involved in anything that is contrary to the spirit of the Contest

9. Publicity: Except where prohibited, by accepting any prizes pursuant to this contest, winners agree to have their nomination information along with their name, city and state published on the Instructure, Inc. website and used in other Instructure promotional materials.

10. Conditions of Entry: By participating, each nominator fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor and Administrator, which are final and binding in all matters related to the Contest. Sponsor and Administrator reserve the right in their sole discretion to disqualify any individual found 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.

11. 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).

12. Release: By entering this Contest, Entrant agrees to release and hold harmless, Sponsor and each of its related companies, their respective officers, directors, employees, and agents from and

against any claim or cause of action arising directly or indirectly, in whole or in part, out of participation in the Contest or receipt or use of any prize.

13. 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.

14. 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.

15. 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.

16. Nominee's Personal Information: Information collected from Nominees is subject to the Instructure, Inc.'s Privacy Policy located at <https://www.instructure.com/policies/marketing-privacy>.