

## Smith's Family of the Night

### Sweepstakes Official Rules

**1. NO PURCHASE, PAYMENT OF ANY KIND, OR INSURANCE QUOTE IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OR QUOTE WILL NOT IMPROVE THE CHANCES OF WINNING. REQUESTING INFORMATION ABOUT INSURANCE PRODUCTS OR SERVICES WILL NOT INCREASE THE CHANCES OF WINNING.**

**2. OPTIONAL COMMERCIAL COMMUNICATIONS.** Entrants have the option on the entry form to receive commercial communications from Sponsor; however, choosing to receive such communications is not necessary to enter or win.

**3. SPONSOR:** Smith's Food and Drug Centers, Inc. 1550 S. Redwood Rd, Salt Lake City, UT 84104.

**4. ELIGIBILITY.** Sweepstakes is only open to legal residents of Utah, who are age 18 or older. Employees and agents of Sponsor, the Utah Jazz, SEG Basketball, LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., and of their respective affiliates, parents, subsidiaries and advertising agencies, and the directors, governors, employees and agents of such entities, and the immediate family members of all such persons (spouse, parents, siblings and children) are not eligible to participate or win.

**5. PRIZES:** One (1) prize will be awarded for the remaining Jazz home games (estimated 41) 2022-2023 regular season Jazz home games. Prizes will be awarded as follows: four (4) lower bowl tickets, in-game video board recognition, opportunity to watch pre-game warmups, and receive a photo of you with your guests. The estimated verifiable retail value is \$500. Odds of winning depend on the total number of eligible entries received. Each winner is liable and solely responsible for payment of any applicable federal, state, and other taxes. The prize is not transferable. The prize may not be substituted for or redeemed for cash. Sponsor reserves the right to substitute a prize of comparable value at its discretion. No more than the advertised number of prizes will be awarded.

**6. HOW TO ENTER.** The Sweepstakes begins at 12:01 a.m. prevailing Mountain Time on October 10, 2022. Entries must be received by no later than 12:00 p.m. midnight prevailing Mountain Time on March 31, 2023, when the Sweepstakes ends.

Method of entry:

To enter, visit <http://www.nba.com/jazz/familyofthenight> to complete the entry form. Limit of one entry per person. The contest is limited to residents living within 150 miles of the Vivint Arena. No substitutes for the official entry form may be used to enter the Sweepstakes, and Sponsor will not accept entries by U.S. Mail, email, fax, or any other way other than the method listed above. Sponsor is not responsible for printing or typographical errors in any Sweepstakes-related materials, or any stolen, late, misdirected, lost, damaged, delayed, incomplete, or illegible entries. Sponsor, all Internet server(s), Internet and cellular telephone

access provider(s), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releases") are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, providers, or software, including any injury or damage to an entrant's or any other person's cell phone device or computer relating to or resulting from participation in this

Sweepstakes theft, tampering, destruction, or unauthorized access to, or alteration of entries; entries that are processed late or incorrectly or are incomplete or lost due to cellular device, computer or electronic malfunction or traffic congestion on the Internet or on any web site, and/or cellular telephone lines; printing or other errors; or theft or destruction or corruption of entries. Proof of submitting an entry is not considered proof of delivery or receipt. Illegible or incomplete entries will be disqualified. If, for any reason, the internet portion of the Sweepstakes 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 Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, and to disqualify any entrant who tampers with the operation of the Sweepstakes or website or violates these Official Rules. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at [www.utahjazz.com](http://www.utahjazz.com), and a winner for each Utah Jazz home game through the date of termination will be selected from among all eligible entries received prior to the termination date. Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law. In the event of a dispute regarding the identity of an electronic entrant, the electronic entry will be deemed submitted by the authorized account holder of the email submitted, as of the time of entry. All entries become property of Sponsor and will not be returned. False and/or deceptive entries or acts shall render the entrant ineligible. Sponsor reserves the right to validate all claims made in entries. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules.

7. RANDOM DRAWING: One winner will be selected by random drawing on or about five (5) business days prior to each 2022-2023 regular season Jazz home game (41 games total) from all eligible entries then received – need not be present to win. All prizes will be awarded. Limit one prize per person, family, or household. Each winner will be notified by telephone by Sponsor. If any winner cannot be contacted within twelve (12) hours of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize, or in the event of noncompliance with these rules, such prize will be forfeited and an alternate

winner will be selected by random drawing from the remaining eligible entries. Upon prize forfeiture, no compensation will be given.

8. CONDITIONS: The Sweepstakes is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law. Sponsor's decisions are final and binding on all matters relating to Sweepstakes. Sponsor reserves the right to make changes in these Official Rules, which changes shall become effective upon announcement. By participating in Sweepstakes, entrants agree to be bound by the Official Rules and Sponsor's decision(s). Participation in this Sweepstakes and acceptance of the prize constitutes each winner's permission for Sponsor, the Utah Jazz, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, subsidiaries and affiliates to use his/her name, address (city and state only), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Sweepstakes or Sponsor for any and all advertising or promotional purposes, in any and all media, whether now known or hereafter invented, without notice, further permission or additional compensation unless prohibited by law. By participating in Sweepstakes or accepting a prize, all entrants and winners agree to waive and release all claims and hold harmless and indemnify Sponsor, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, affiliates and subsidiaries, and their respective advertising, promotion and production agencies, and each of their respective officers, employees, directors and agents, from and against any and all liability, loss, harm, damage, injury, cost, expense, claims, or causes of action of any kind whatsoever, whenever the same may accrue, for injuries, damages or losses to persons (including death) and property arising out of participation in the Sweepstakes, the ownership or use of any prize awarded, while preparing for, participating in and/or traveling to any prize-related activity, whether such claims or actions are on behalf of the entrant or the entrant's heirs, representatives, administrators or assigns.