

## TEXT “HOME” TO “30594” SWEEPSTAKES

### OFFICIAL SWEEPSTAKES RULES

**1. Sweepstakes Description:** The following terms and conditions apply to the *Text “HOME” to “30594” Sweepstakes* (the “Sweepstakes”). Individuals who, during the Sweepstakes Period (as defined below), text “HOME” to “30594” will be entered into a pool of Entrants (as defined below) and provided with an opportunity to win two (2) tickets to the Cleveland Cavaliers regular season home game scheduled to be played on October 22, 2021 at Rocket Mortgage FieldHouse (the “Prize”). By texting “HOME” to “30594”, Entrants agree and consent to receive SMS marketing messages from an Automatic Telephone Dialing System. An agreement to receive text messages is not a condition of purchasing goods or services. Message and data rates may apply. Text “HELP” to “30594” for info or “STOP” to cancel. For further terms and conditions and to review the privacy policy of Cavaliers Operating Company, LLC (“COC”), please visit <https://www.nba.com/privacy-policy>.

ARV of the Prize: \$300

**2. Sweepstakes Period:** The Sweepstakes begins on October 13, 2021 at 12:00:00 PM EST and ends on October 18, 2021 at 11:59:59 PM EST (the “Sweepstakes Period”). To qualify, entries must be received during the Sweepstakes Period. Any entries received thereafter shall be null and void, and ineligible for the Sweepstakes. COC is not responsible for late, incomplete, or misdirected entries, nor is COC obligated to publicly announce the Sweepstakes results.

**3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING.** In order to be entered into the Sweepstakes, an eligible entrant (“Entrant”) must, during the Sweepstakes Period, text “HOME” to “30594”.

**Limit:** One (1) entry per person during the Sweepstakes Period. If an Entrant submits multiple entries, only the first such entry will be considered. All entries become the property of COC.

By entering the Sweepstakes, each Entrant consents to (a) being contacted by COC and its affiliates, and (b) be bound by, and comply with, all the terms and conditions set forth in these Official Sweepstakes Rules.

**4. Eligibility: VOID WHERE PROHIBITED.** Entrants must be at least 18 years of age at the time of entry. The Sweepstakes is open to legal residents of the 50 United States (including the District of Columbia). Sweepstakes is void where prohibited or restricted by law. Owners, directors, officers, and employees (and their parents, siblings, spouses, and children) of COC, its parents, affiliates, and subsidiaries are not eligible to participate in the Sweepstakes.

**5. Selection of the Winner and Notification:** Subject to the terms and conditions set forth herein, there will be one (1) Prize winner (the “Winner”) randomly selected from among all qualifying Entrants on or about October 19, 2021.

The Winner will be notified by text on or about October 19, 2021. If the Winner: (a) is unreachable, (b) does not make direct contact with COC by the date specified in the notification message, or (c) fails to accept the Prize, COC reserves the right, in its sole and absolute discretion, to disqualify such Winner and to select a replacement Winner from the remaining qualifying Entrants. COC shall not be responsible for failed attempts to notify the Winner and no responsibility is assumed by COC for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winner. Odds of winning depend upon the number of eligible entries received.

**6. Winner Verification:** Upon the request of COC, the Winner must sign and return the following documents by a date determined by COC in order to be eligible to receive the Prize: (a) an affidavit of eligibility, and (b) a liability/publicity release in form and substance satisfactory to COC. If any of the foregoing documents are not completed, signed, and returned within the stated time, or if the Winner is deemed by COC to be ineligible or not to have complied with these Official Sweepstakes Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining qualifying Entrants, time permitting.

**7. Prize Conditions, Terms, and Restrictions:** Only the Prize described in these Official Sweepstakes Rules shall be awarded and no substitutions, cash equivalents, and/or redemptions may be made, except that, in the event of Prize unavailability, COC may substitute the Prize with another prize of equal or greater value, as determined by COC in its sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. The Winner shall be solely responsible for all costs not specifically described as part of the Prize, including (if applicable) any and all of their travel expenses and accommodations. If applicable, the Winner must be able to travel on those dates and times designated by COC, in its sole discretion, and all travel arrangements shall be made by the Winner.

Except where prohibited by law, Prize acceptance constitutes a release granting COC the right to use the Winner’s name, likeness, statements (if true), biographical information, voice, and cities and states of residence for advertising, marketing, and publicity purposes on a worldwide basis (without review by the Winner) and in all forms of media, without compensation, remuneration, or other authorization. COC expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. COC makes no representations, warranties, or covenants in connection with the Prize. Restrictions, conditions, and limitations apply.

**8. Posting Terms and License to Use Entrant Personal Information:** To promote, market, and publicize the Sweepstakes, COC and its affiliates may require a license to use all information, materials, and content submitted in the Sweepstakes including, but not limited to, each Entrant’s name (and likeness), biographical information, and any other personal information submitted. Accordingly, by submitting

an entry, each Entrant expressly grants to COC a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, and share with its affiliates and any partner(s) of this Sweepstakes to use, however COC, its affiliates, and any partner(s) of this Sweepstakes may deem fit in its sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry.

**9. Sweepstakes Conditions:** The Sweepstakes is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or in these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by the Winner will result in such Winner's disqualification as the Winner and all privileges as the Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CAVALIERS OPERATING COMPANY, LLC, CAVALIERS HOLDINGS, LLC, THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER TEAMS, NBA PROPERTIES, INC., AND EACH OF THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR PARTICIPATION IN THE SWEEPSTAKES.

**10. Limitation of Liability:** COC shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. COC may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or COC personnel or representatives. If, for any reason, the Sweepstakes is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of COC which, in the sole opinion of COC, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, then COC reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and select the Winner based on entries received prior to the action taken.

**11. Claims/Choice of Law:** (a) Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and

obligations of Entrants and/or COC in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of Ohio. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of Ohio and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or Official Sweepstakes Rules.

**12. Winner List:** For a copy of the first name, last initial, and city of residence of the Winner, send a postage paid, self-addressed envelope to:

Cleveland Cavaliers  
1 Center Court  
Cleveland, OH 44115  
Attn.: Stacy Ruiz

Requests must be received within thirty (30) days of the date the Sweepstakes officially ends.