

## **EVO 3/13/24 Dallas Mavericks vs. Golden State Warriors SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF CHANCES OF WINNING. IT IS ILLEGAL TO GIVE ANY ADVANTAGE TO BUYERS IN A SWEEPSTAKES. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED FOR THE APPLICABLE ENTRY PERIOD. SEE OFFICIAL RULES AT <https://www.evo-cinemas.com/mavstickets> FOR IMPORTANT DETAILS.**

SPONSOR: Elevate Entertainment Group, 2010 South Lamar Blvd., Suite 300, Austin, Texas 78704.

**1. SWEEPSTAKES PERIOD.** The EVO Ticket Giveaway begins at 12:00:00 a.m. Central Time (“CT”) on February 28, 2024, and ends at 11:59:59 p.m. CT on March 5, 2024 (“Sweepstakes Period”). Sponsor’s or its designee’s computer is the official timekeeping device for the Sweepstakes. Participation in the Sweepstakes does not constitute participation in any other promotion, contest, or sweepstakes.

**2. ELIGIBILITY.** To enter the Sweepstakes, entrants must (a) be legal residents of Texas with a primary residence address within Dallas, Texas excluding residents within seventy-five (75) miles from either the Chesapeake Energy Arena in Oklahoma City, OK, the AT&T Center in San Antonio, TX or the Toyota Center in Houston, TX; (b) Eighteen (18) years of age or older at the time of entry; (c) have a valid email address; and agree and adhere to these Official Rules. This Sweepstakes is void outside the State of Texas and where prohibited by law. This Sweepstakes and any website pages and advertisements relating thereto are intended for viewing only within the State of Texas. Employees, officers, directors, and agents of EVO ENTERTAINMENT GROUP (“Sponsor”) and its parents, subsidiaries, affiliates, retailers, and advertising or promotion agencies and vendors involved in this Sweepstakes (collectively, “Sweepstakes Entities”), and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and household members of all such persons, whether or not related, are not eligible to participate in this Sweepstakes. Dallas Mavericks and NBA Properties Inc. NBA Media Ventures, LLC, the National Basketball Association and its Member Teams, and each of their respective parent, subsidiary, and related companies and divisions are not eligible to participate in the Sweepstakes.

**3. HOW TO ENTER.** To enter, entrants must visit <https://www.evo-cinemas.com/mavstickets> and enter their name, valid email address, zip code, and phone number, and may consent to receive advertising e-mail messages from Sponsor (optional) (each an “Entry”; collectively, “Entries”). All entries must be received by

March 5, 2024, at 11:59:59 p.m. CT. Limit one (1) Sweepstakes Entry per person. Proof of entry submission is not proof of receipt. Standard internet access fees apply.

#### **4. LIMIT.**

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) Entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's Entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. 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. Potential winners may be required to show proof of being the authorized account holder.

**5. WINNER SELECTION/ODDS.** Potential prize winners will be selected by a random drawing from among all eligible Entries. The drawing will be conducted on or about March 5, 2024, in Austin, Texas by Sponsor or its designee, whose decisions will be final and binding in all matters relating to this Sweepstakes. Odds of winning a prize depend on the number of eligible Entries received. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner of the Entry Period will be declared an official winner of the Sweepstakes.

#### **6. PRIZES.**

Approximate Retail Value ("ARV") of all prizes: Eight Hundred Dollars (\$830) total.

(a) Grand Prize (One (1) available): One Winner will receive four (4) tickets and one (1) parking pass to the Wednesday, March 13, 2024 Dallas Mavericks vs. Golden State Warriors game at American Airlines Center, 2500 Victory Avenue, Dallas, Texas 75219. ARV of Grand Prize: \$830.00. per winner. Prize is not transferable.

#### **7. ALL PRIZES.**

Winners are responsible for all federal, state, and local taxes, and all other costs associated with acceptance of prize. Prizes are non-transferable, non-substitutable, and may not be redeemed for cash. Prizes will be electronically transferred to winner's email address provided by winner within seventy-two (72) hours after drawing. Sponsor is not responsible for inability of winner to accept or use prize and prize may be forfeited if winner cannot accept or use prize. Sponsor is not responsible if prize is lost, stolen, damaged, and/or destroyed.

#### **8. WINNER NOTIFICATION.**

A potential winner ("Selectee") will be notified by email to the address provided in the Entry and asked to respond as directed within six (6) hours to Sponsor with his/her name, address, telephone number, and date of birth. If a Selectee does not respond within six (6) hours or does not timely comply with any subsequently provided prize

redemption instructions, that Selectee will be disqualified, and an alternate Selectee may be chosen at random from among all eligible entrants. Selectee may be required to sign, notarize, and return an affidavit of eligibility, a liability release, and publicity release within seven (7) days of prize notification or the prize may be forfeited in its entirety, and an alternate Selectee will be chosen. Any unclaimed prize will be forfeited.

#### **9. SWEEPSTAKES CONDITIONS.**

This Sweepstakes is subject to these Official Rules and all applicable federal, state, and local laws and regulations. Except where prohibited by law, winner's acceptance of prize constitutes permission of such entrant for Sponsor and its designees, advertising and promotion business partners and third parties to use, without notice, permission or further compensation, worldwide, and in perpetuity, in any and all forms of media, now known and hereafter devised, including, without limitation, on the Sponsor website and social media profiles, winner's first name, last name, city and state, photograph, voice, and/or likeness for purposes of advertising, trade, promotion, and publicity. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the operation of the Sweepstakes, or any computer device or program used in the administration of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; and all associated entries will be void. CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, AND TO NOTIFY LAW ENFORCEMENT AUTHORITIES WHO MAY PURSUE CRIMINAL PROSECUTION. Sponsor not responsible for inability of potential entrants to access or use online Entry form. If due to technical, production, or other errors, more prizes are claimed than intended, claims may be cancelled, and the intended number of prizes may be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be awarded. All potential winning Entries are subject to verification by Sponsor, whose decisions are final and binding, through Sponsor's verification processes. Screen shots, email messages, or other forms of verification are not proof of selection as a winner. In the event Sponsor is prevented from continuing with this Sweepstakes (or any portion thereof), or if the administration, integrity, fairness, proper play and/or feasibility of the Sweepstakes is undermined by virus, bugs, unauthorized human intervention, technical difficulties or any event or cause (each a "Force Majeure" event), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without notice or further obligation. In the event Sweepstakes is cancelled, the Sponsor

reserves the right, but shall have no obligation, to award prizes to Selectees chosen at random from among non-suspect eligible entries up to the time of such Force Majeure event.

#### **10.LIMITATIONS OF LIABILITY.**

By participating, entrants agree to (i) abide by and be bound by these Official Rules and the decisions of Sponsor and judges, which shall be final and binding in all matters relating to this Sweepstakes and (ii) to RELEASE AND HOLD HARMLESS Sponsor, Dallas Mavericks and NBA Properties Inc. NBA Media Ventures, LLC, the National Basketball Association and its Member Teams, and each of their respective parent, subsidiary, and related companies and divisions (collectively, defined as the “NBA Entities”) against any and all claims and liability, including injuries, losses or damage of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly from acceptance, use, misuse or redemption of prize; participation in this Sweepstakes; or any damage to computers or mobile devices resulting from accessing the Entry website. Released Parties are not responsible for technical, hardware or software, or telephone problems or malfunctions of any kind, lost or unavailable network server, Internet service provider, cable, satellite website, or other connections, or failed, incorrect, incomplete, inaccurate, lost, late, stolen, misdirected, mutilated, undelivered jumbled, scrambled, garbled, damaged, or delayed entries (all of which are void); for any other failure of electronic communications; for any malicious or defective code in any online component of the Sweepstakes; or for any errors, problems or malfunctions of any kind whether caused by computer, network, technical, mechanical, printing, typographical, seeding or human error, or otherwise, relating to or in connection with this Sweepstakes, including, without limitation, errors, problems or malfunctions which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes.

The NBA Entities (including the Dallas Mavericks) will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NBA Entities (including the Dallas Mavericks) have not offered or administered this Sweepstakes in any way. Entrant hereby irrevocably covenants that neither it nor any of its related parties will, directly or indirectly, alone or by, with, or through others, cause, induce or authorize, or voluntarily assist, participate, or cooperate in, the commencement, maintenance or prosecution of any action or proceeding of any kind or nature whatsoever including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of, or before any government authority against the NBA Entities (including the Dallas Mavericks), seeking or having the

tendency to establish any liability on the part of, or to exact any sanction or penalty, or any injunctive, equitable, legal, declaratory, administrative or other relief from or against the NBA Entities (including the Dallas Mavericks), or any of such other released persons or entities, arising from, by reason of, or in connection with any claim or other matter related to this Sweepstakes. Entrant understands and agrees that liability or obligation of any sort to the Releasees shall come solely from the assets of Sponsor, and neither the NBA Entities, nor any owner, partner, shareholder, officer, employee, or director of the NBA Entities shall be individually or personally liable for any claim, liability or obligations arising under this Sweepstakes.

**11. DISPUTES.**

Except where prohibited, entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts located in Bexar County, Texas; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrants be permitted to obtain awards for, and by entering entrants waive all rights to claim indirect, exemplary, punitive, incidental and consequential damages, any and all rights to have actual damages multiplied or increased, and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**12. WINNER LIST:**

To request the names of the prize winners, individuals may send a self-addressed stamped envelope to E Elevate Entertainment Group, 2010 South Lamar Blvd., Suite 300, Austin, Texas 78704.