

# LAC YBB Paul George Jersey Sweepstakes

## OFFICIAL RULES and PARTICIPATION AGREEMENT (“Official Rules”)

**NO PURCHASE NECESSARY TO ENTER OR TO WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. Individuals who participate in the Sweepstakes or submit an entry are sometimes referred to herein as an “Entrant.”**

**This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, or Instagram. You are providing information to the LA Clippers LLC, and not to Facebook, Twitter, or Instagram.**

**1. SPONSOR:** LA Clippers LLC (“Sponsor”).

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins May 10, 2021 at 12:00 PM PST and ends on May 14, 2021 at noon PST (the “Sweepstakes Period”). Sponsor’s computer is the official time-keeping device for the Sweepstakes. In order to be eligible to win a prize (see “Prizes” below), Submissions must be received by May 14, 2021 at 12:00 PM PST.

**3. ELIGIBILITY:** Sweepstakes is open only to individuals who are at least eighteen (18) years of age on the entry date, who are legal residents of California and whose primary residence is within a one-hundred fifty (150) mile radius of the city of Los Angeles, California (the “Sweepstakes Area”). The Sponsor and its respective employees, agents, officers, directors, members, managers and owners; the National Basketball Association and its member teams, NBA Properties, Inc.; and each of their respective parents, subsidiaries, affiliates, owners, members, directors, managers, officers, employees and their advertising agencies, promotional partners and prize providers associated with this Sweepstakes (collectively, the “Sweepstakes Entities” and each a “Sweepstakes Entity”), and their immediate families (spouse, domestic partner, parents, legal guardians, grandparents, grandchildren, siblings, children and “step” of each) and those individuals living in their same household are not eligible to enter or win.

**4. HOW TO ENTER / THE SUBMISSION:** Entrants may enter the Sweepstakes using one (1) of the following entry methods (each an “Entry Method”):

- **Twitter:** Visiting the official LA Clippers Twitter page at <https://twitter.com/laclippersybb> and retweeting the page’s tweet featuring a photo of the LA Clippers’ Earned Edition uniform accompanied by the “retweet to enter” call to action from the page; or
- **Instagram:** Visiting the official LA Clippers Instagram page and commenting on the page’s Instagram post featuring a photo of the LA Clippers’ Earned Edition uniform accompanied by the “comment to enter” call to action (each method of entry an “Entry Method”, and each resulting entry a “Submission”).

There is a limit of one (1) entry per person regardless of the method of entry. Sponsor reserves the right to verify eligibility of all Entrants. In the event of a dispute regarding the identity of the person submitting an entry, the Submission will be deemed to be submitted by the person who is the verified account holder of the social media account utilized for the Submission on the date the entry.

**5. WINNER SELECTION & NOTIFICATION:** One (1) Entrant that each properly completes all necessary steps and complies with all required conditions will be chosen by Sponsor or its designee as a potential Prize winner (“Potential Winner”) for each Entry Method. The Potential Winners will be selected via a random drawing on May 17, 2021, at noon PST. Odds of winning depend on the number of entrants. The Potential Winners will be contacted via a Twitter or Instagram direct message (“Prize Notification”) within three (3) hours of the random drawings and must redeem Prize within three (3) hours of such notification. To be confirmed a Prize winner (“Prize Winner”), the Potential Winner will be required to sign and return within ten (10) days of notification attempt by Sponsor, an Affidavit of Eligibility, Liability and Publicity Release, including the Potential Winner’s full name and street address (no P.O. Boxes) within the Sweepstakes Area, or the Prize will be forfeited and an alternate Potential Winner may be selected by Sponsor (and in such case this process will be repeated).

**6. PRIZES:** Each Prize Winner will be randomly selected for each of the following (“Prize”):

- One (1) of Two (2) Paul George Earned Edition Jerseys. Approximate Retail Value (“ARV”): \$130.00 per jersey.

Total ARV for all Prizes: \$260.00

**7. PRIZE RESTRICTIONS:** No portion of the Prize may be transferred, redeemed for cash or substituted, except by Sponsor (in its sole discretion), which reserves the right to substitute any portion of the Prizes with a prize of equal or greater value for any reason, including, without limitation, Prize unavailability. All expenses not specifically identified as included in the Prize are the sole responsibility of the Prize Winners. The Prize and all elements thereof, are subject to availability. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prize is at Prize Winners' sole risk and Sweepstakes Entities are not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of the Prize.

Prize Winners will be solely responsible for all federal, state and local income and/or other applicable taxes and fees as well as other expenses associated with the receipt of his/her Prize and/or use. The Prize Winners may be issued a 1099-MISC tax form for the ARV of the Prize. Failure to take or complete any portion of the Prize may not relieve the Prize Winners of his/her tax obligations associated with winning the Prize.

**8. PUBLICITY/PRIVACY POLICY:** Except where prohibited by law, each Prize Winner's Submission and acceptance of a Prize constitutes the Prize Winner's irrevocable, sub-licensable, absolute right and permission for the Sweepstakes Entities to use, publish, post or display said Prize Winner's name, photograph, likeness, statements, biographical information, voice, city and state address, Prize information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sweepstakes Entities' sole discretion) for any purpose, including but not limited to advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant releases all Sweepstakes Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates the Sweepstakes Entities to make use of any of the rights granted herein and the Prize Winners waive any right to inspect or approve any such use.

**9. GENERAL CONDITIONS:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. All Entrants agree to follow the Official Rules and release, discharge, hold harmless and indemnify Facebook, Twitter, Instagram and the Sweepstakes Entities, and all of their respective members, managers, equity holders, officers, directors, parents, subsidiaries, partners, agents, employees, successors and assigns each of them (collectively, the "Released Parties") against any and all liability, damages or causes of action (however named or described), with respect to or arising out of any injuries, damages 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 any prize or participation in any promotional-related activity or participation in this Sweepstakes. In consideration for being awarded a Prize, or any portion thereof, each Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of Prize Winner's name and/or likeness in any and all advertising, promotions and other publicity conducted by Sweepstakes Entities, except where prohibited by law. Sponsor reserves the right to modify the scheduling of the Sweepstakes without prior notification, and the right to make changes or additions to these Official Rules for any reason at any time. The Sponsor's failure to enforce any term of these Official Rules shall constitute a waiver of that provision.

**10. PRIZE WINNERS AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, FACEBOOK, TWITTER, INSTAGRAM, THE SWEEPSTAKES ENTITIES AND THEIR RESPECTIVE MANAGERS, EQUITY HOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, PARTNERS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES 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 ANY PRIZE, ANY PORTION THEREOF OR PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITY OR PARTICIPATION IN THIS SWEEPSTAKES.**

By entering this Sweepstakes, the Entrant agrees to the following Statement:

I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

**11. LIMITATIONS OF LIABILITY:** Facebook, Twitter, Snapchat, Instagram and the Sweepstakes Entities are not responsible for late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed, and/or lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on computer networks, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participating in the Sweepstakes or downloading any material for the Sweepstakes, or other telecommunications malfunctions which may limit an entrant's ability to participate. Sponsor 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 playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, Sweepstakes Entities each reserve the right to seek damages from any such person to the fullest extent permitted by law. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves its right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

To the maximum extent permitted by law, IN NO EVENT WILL FACEBOOK, TWITTER, INSTAGRAM OR THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE SWEEPSTAKES, INCLUDING ANY ACCESS TO OR USE OF THE SPONSOR'S WEBSITE OR ITS OTHER RESPECTIVE SOCIAL MEDIA SITES, OR ANY DOWNLOADING FROM OR PRINTING MATERIAL FROM THESE WEBSITES OR SOCIAL MEDIA SITES. EVERYTHING ON THESE WEBSITES OR OTHER SOCIAL MEDIA SITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. PRIZE WINNERS AGREE THAT ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

SPONSOR WILL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF THE PRIZE WINNERS' ACCEPTANCE OR USE OF THE PRIZE.

**12. DISPUTES - MANDATORY ARBITRATION:** Except where prohibited, as a condition of participating in this Sweepstakes, each Entrant agrees that any dispute, claim or controversy arising out of or relating to the Sweepstakes or the breach, termination, enforcement, interpretation or validity of the Official Rules thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, except Rule 6(e) of those Expedited Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

These Official Rules and the rights of the parties hereunder shall be governed by and construed in accordance with the substantive laws of the State of California, exclusive of conflict or choice of law rules.

The parties acknowledge that the Sweepstakes evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

In any arbitration arising out of or related to the Sweepstakes, the arbitrator(s) are not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.

In any arbitration arising out of or related to the Sweepstakes, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits.

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.

All costs of arbitration will be borne by the Sponsor including any remaining JAMS Case Management Fees and all professional fees for the arbitrator's services.

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

**13. WINNER LIST/RULES:** For a copy of the of the Official Rules visit <https://laclippersyouthbasketball.com>.

To find out who won, send a legal-size, self-addressed, stamped envelope to: "LAC YBB Paul George Jersey Sweepstakes", c/o LA Clippers LLC, 1212 South Flower Street, 5th Floor, Los Angeles, CA 90015. Requests must be received no later than three (3) months following the end of the Sweepstakes Period. Only one (1) request will be fulfilled for each separately mailed outer envelope.

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## ABBREVIATED RULES

**NO PURCHASE NECESSARY.** Must be a legal resident of CA whose primary residence is within a one-hundred fifty (150) mile radius of the city of Los Angeles, CA, 18 or older. Entries must be publicly viewable to be considered eligible. Entries must be rec'd by and promotion ends on noon PST on 5/14/2021. Go to <https://laclippersyouthbasketball.com> for Official Rules and details. Odds of winning depend on number of entries received. Void where prohibited.