## NBA TOP SHOT JALEN SUGGS SWEEPSTAKES Official Rules

## No Purchase Necessary To Participate or Win. Purchasing Will Not Increase Your Chances of Winning.

This Promotion may be modified, canceled, or postponed by Sponsor at any time in its sole discretion.

ARBITRATION NOTICE: THE GENERAL NBA TOP SHOT TERMS OF USE SET FORTH HERE (THE "GENERAL TERMS") CONTAIN AN ARBITRATION PROVISION (SEE SECTION 15 OF THE GENERAL TERMS). PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY, SINCE IT AFFECTS YOUR RIGHTS. BY USING THE APP OR ANY PART OF IT, INCLUDING YOUR ENTRY AND PARTICIPATION IN THIS SWEEPSTAKES, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THE GENERAL TERMS.

The NBA Top Shot Jalen Suggs Sweepstakes (the "Sweepstakes") starts on April 26, 2022 at 10 am PT and ends on May 2, 2022 at 11:59 pm PT (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to NBA Top Shot users (defined as a user with an account at www.nbatopshot.com, and a valid email address associated with that account), who are eighteen (18) years of age or older (or of the legal age of majority in their state or province of residence, whichever is older) at the time of entry. Employees of Dapper Labs Inc. ("Sponsor", "we", or "us"), the NBA Entities (defined as NBA Properties, Inc., the National Basketball Association (the "NBA"), NBA Media Ventures, LLC and the NBA member teams (collectively, the "NBA Entities"), and its and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate families (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to win. Void where prohibited by law (specifically, in Canada, the sweepstakes is not open to residents of Quebec). The Sweepstakes is subject to all applicable federal, provincial, state and local laws. You can obtain an NBA Top Shot account for free by signing up at www.nbatopshot.com.

**PRIZE:** At the conclusion of the Sweepstakes, Sponsor will randomly select two (2) eligible Sweepstakes entrants who will each win (i) one Infinite Objects Frame, (ii) one (1) Throwdowns Series 3 Pack, (iii) one (1) Extra Spice Series 3 Pack, and (iv) one (1) Holo Icon Series 2 Pack (collectively referred to as the "Grand Prize"). The total Approximate Retail Value ("ARV") of each Grand Prize is \$1300.

In addition, to the above, Sponsor will randomly select (i) twenty (20) eligible Sweepstakes entrants who will each win one (1) "Throwdowns Series 3 Pack" (each known as the "Pack Prize"). The ARV of each Pack Prize is \$89.

Sponsor, in its sole discretion, will select the type of Pack(s) that will be included in the prizes listed above. The Grand Prize and Pack Prize listed above will be referred to collectively as the "Prizes", and each as a "Prize".)

## **HOW TO ENTER:**

There are three (3) ways to obtain an Official Entry to the sweepstakes. However, you may only obtain a maximum of one (1) Official Entry into the sweepstakes. At the conclusion of the Sweepstakes Period, all eligible participants will be entered for a chance to win no more than one (1) Prize.

- 1. The first way to enter the Sweepstakes and obtain one (1) Official Entry is to purchase a Starter Pack on nbatopshot.com during the Sweepstakes Period.
- 2. The second way to enter the Sweepstakes and obtain one (1) Official Entry is to purchase one (1) or more Jalen Suggs Moments in the Marketplace during the Sweepstakes Period. Multiple Moment purchases completed during the Sweepstakes Period will not result in additional entries into the Sweepstakes. The purchase price of the Moment(s) does not impact the number of entries received.
- 3. Alternate, No Purchase Necessary Official Entry: During the Sweepstakes Period, eligible Sweepstakes entrants can receive one (1) Official Entry into the Sweepstakes without purchasing a Starter Pack (as listed in 1. above), OR purchasing a Moment (as listed in 2. above), by completing the form found <a href="here">here</a> and email it as an attachment to <a href="mailto:sweepstakes@nbatopshot.com">sweepstakes@nbatopshot.com</a>. Emails received after the Sweepstakes Period will not be counted as a valid Official Entry. Automated mass mail-in entries will be void. Email bonus entries become the property of the Sponsor and will not be acknowledged or returned. Entrants that receive an Official Entry for purchasing a Starter Pack (as listed in 1. above) or purchasing a Moment (as listed in 2. above) during the Sweepstakes Period will not receive an additional entry by completing the above-referenced form with the requested information

## **PRIZE WINNER SELECTION:**

Sponsor will select winners, using an automated randomization tool, from among all eligible entries received during the applicable Sweepstakes Period. The Sweepstakes drawing will be conducted on or about May 4, 2022. The odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION: Each potential Grand Prize winner will be notified by email. The potential Grand Prize winner must then respond to Sponsor within 48 hours to acknowledge receipt of the notification. The inability to contact, or receive a response from, a potential winner through email may result in disqualification and, at Sponsor's discretion, the awarding of the applicable Prize to an alternate potential winner in a random drawing from among all remaining entries for the drawing at issue. The Released Parties (defined below) are not responsible for any delay or failure for a potential winner to receive notification from Sponsor, or for Sponsor to fail to receive a potential winner's response, for any reason, including inactive account(s), technical difficulties associated therewith, or a potential winner's failure to adequately monitor any account. The Released Parties are not responsible for communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an entrant's email account to receive email messages. The Released Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Entrants that are selected to win the Pack Prize will receive their pack via airdrop by May 11, 2022 and

will be notified within their Dapper Wallet. Any Canadian resident selected to win a Prize must correctly answer a time-limited math skill-testing question, in addition to otherwise satisfying all other Sweepstakes requirements, in order to be confirmed as a Prize winner. Once you have won a Prize, you will not be eligible to win any additional Prizes for this Sweepstakes; if you are randomly selected to win more than one Prize, you acknowledge that any such Prizes will be deemed forfeited, and that Sponsor will give those Prizes to other, randomly-selected winners.

**PRIZE CONDITIONS:** Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners may not substitute Prizes, but we reserve the right, at our sole discretion, to substitute any element of any Prize with another element of comparable or greater value. Winner is responsible for all applicable federal, provincial, state and local taxes, if any, as well as any other costs and expenses otherwise associated with accepting or using any Prize. Winner will be required to provide certain information for regulatory purposes such as the winner's social security number, if applicable on IRS W-9 for tax reporting purposes, and winner will receive an IRS Form 1099-MISC for the ARV of the Prize. Sponsor will not be required to award more prizes than the number of available prizes set forth in these Official Rules.

GENERAL CONDITIONS: LIMITATION of Liability: By participating in the Sweepstakes, each entrant agrees: (a) to abide by these Official Rules, NBA Top Shot Terms of Use, Dapper Service Terms of Use and the decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; (b) that failure to meet any of the conditions contained herein or in the NBA Top Shot Terms of Use, or Dapper Service Terms of Use may result in eligibility, at the sole discretion of the Sponsor; (c) to release, discharge and hold harmless Sponsor, the NBA Entities, and the National Basketball Players Association, collectively with its subsidiaries and each of their respective officers, members, directors and employees (the "NBPA Entities"), and its and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes-related activity or the acceptance, possession, use or misuse of any awarded prize; and (d) to the use of his/her name, voice, performance, photograph/video, image and likeness for programming, advertising, publicity and promotional purposes in any and all media (including digital media), now or hereafter known, worldwide and in perpetuity by Sponsor, the NBA Entities, the NBPA Entities, and its and their designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrants also agree not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which it may withhold in its sole discretion.

**PUBLICITY RIGHTS:** Entrants in this Sweepstakes agree that Sponsor and the NBA Entities, and their designees and assigns have the perpetual right to the use of his/her/their name, voice, performance, photograph/video, image and likeness for programming, advertising, publicity and promotional purposes in any and all media (including digital media), now or hereafter known, worldwide and in perpetuity by Sponsor and the NBA Entities, and their designees and assigns, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

**OWNERSHIP/USE OF ENTRIES:** By submitting an Entry, each entrant agrees Sponsor shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees and assigns may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

**GOVERNING LAW:** The Sweepstakes shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction).

MISCELLANEOUS: The Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing or judging of the Sweepstakes, the selection of winners, or the announcement of any prize. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by other entrants or site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. The Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website (including the use of artificial intelligence bots or bots created or otherwise utilized for the purposes of entering this sweepstakes), who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner(s) from all eligible participants using the procedures outlined above. CAUTION: ANY ATTEMPT TO DAMAGE THE NBA TOP SHOT SITE OR 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 DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**PRIVACY:** Sponsor's Privacy Policy is available at https://nbatopshot.com/privacy.

**REQUEST FOR WINNERS' LIST:** To request a winner's list, send us an email with "Winner's List" in the subject line to hello@meetdapper.com.

Sponsor: Dapper Labs Inc., 600-565 Great Northern Way, Vancouver, BC V5T 0H8, Canada.