

PHOENIX SUNS
“Coca-Cola Fry’s Food Stores Tip-Off Digital Ticket Redemption Promotion”
Official Rules

PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

1. **AGREEMENT TO OFFICIAL RULES:** Participation in the “Coca-Cola Fry’s Food Stores Tip-Off Digital Ticket Redemption Promotion” (the “Promotion”) constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Administrator (as defined below), which are FINAL AND BINDING in all respects. RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **ELIGIBILITY:** The Promotion is open to individual legal residents of the United States and/or an authorized representative on behalf of a company, who, at the time of participation, reside within the state of Arizona. All directors, officers, volunteers and employees of Swire Pacific Holdings Inc. (“Swire”), Smith’s Food & Drug Centers, Inc. d/b/a Fry’s Food and Drug Stores and Fry’s Marketplace (“Fry’s” and, together with Swire, “Sponsor”), Suns Legacy Partners, L.L.C. d/b/a Phoenix Suns (“Administrator”), the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership d/b/a Footprint Center, Phoenix Mercury Basketball, LLC d/b/a Phoenix Mercury, and each of their respective companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Promotion agencies, and each of their immediate family members (spouses, parents, children and siblings, and their respective spouses), and those living in the same household as each, are not eligible to participate in or win any prize in the Promotion.
3. **ODDS OF WINNING:** The odds of winning a prize will depend on the number of eligible entries received during the Promotion Period. An “eligible entry” deems that all rules have been followed as they are stated on the Fry’s Food Store receipt and marketing materials produced by the Administrator.
4. **PRIZE(S):** Each Winner will receive two (2) tickets to the Phoenix Suns 2022-2023 regular season home game on October 19, 2022 (each, a “Prize”). The total amount of Prizes shall not exceed one thousand (1,000) tickets (i.e., no more than 500 total Winners). The exact location of the seats shall be selected by Administrator in its sole discretion (limited upper level and ADA seating available).

The prizes are non-assignable and nontransferable. No cash equivalent of the Prize will be awarded and the Prize are not exchangeable or otherwise transferable. Sponsor reserves the right to substitute any prize in whole or in part with other prizes of comparable or greater value if the intended prize is not available for any reason, as determined by Administrator, in Administrator’s sole discretion.

The winner and guest(s) agree to comply with all applicable venue rules and policies in connection with the prize. The venue has the right to remove or to deny entry to any winner or guest who engages in a non-sportsmanlike or disruptive manner, or exhibits an intent to annoy, abuse, threaten or harass any other person at the game. Any comments made by a winner in a social media format containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous may disqualify the winner, at Administrator’s sole discretion. Administrator will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any game. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, parking, and ground transportation are the winners’ sole responsibility. All travel risks, insurance, loss or damage due to prize acceptance or use are the sole responsibility of the winners. Neither Administrator nor Sponsor nor their affiliates or subsidiaries will be responsible for any loss, liability or damage arising out of a winner’s acceptance or use of the prize.

5. **PROMOTION PERIOD:** The Promotion will begin on October 12th, 2022 at 12:01 a.m. local Phoenix time and end on October 16th, 2022 at 11:59 p.m. local Phoenix time (“Promotion Period”). The Administrator’s computer system shall be the official timekeeper.

6. **HOW TO ENTER:** To enter the Promotion, during the Promotion Period, entrant must complete all non-optional data requested on the online entry form at suns.com/tipoff. Incomplete and duplicate entries will be void. All entries become the property of the Administrator and will not be acknowledged or returned. Being selected as the winner is not contingent on whether entrant decides to receive info about Sponsor services. By entering, entrant is agreeing to be contacted by Sponsor about Sponsor services. All information submitted by entrants is subject to the privacy policy accessible at <https://www.nba.com/privacy-policy> or by request.
7. **WINNER(S) SELECTION:** Winners will be notified by email during the selection period of October 17, 2022 to October 18, 2022. Receipts from purchase at Fry's Food Stores must follow rules laid out on the Fry's Food Store receipt and marketing materials produced by the Administrator. Winners will be selected by Administrator in its sole discretion based on these rules and will be capped at one thousand (1,000) tickets. Once tickets have been awarded, no additional prizing will be offered.
8. **WINNER(S) VERIFICATION:** Winner will be notified by email or by telephone and will be required to execute and return an affidavit of eligibility/liability release and, where lawful, a publicity release (collectively, the "Winner's Agreement") within forty-eight (48) hours of date of issuance. Each entrant understands that Administrator or its respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the prize awarded to entrant from entrant's participation in the Promotion the form of an IRS Form W-2G, or otherwise. Entrant must currently be a legal resident of the United States to be awarded any prize. Entrant understands that prior to being entitled to receive any prize, and prior to receiving any prize, entrant will first provide Administrator with all of entrant's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form 5754), and that entrant's failure to provide such information to Administrator will result in entrant's automatic ineligibility to receive any prize. In the event: (a) such potential winner declines the prize in writing, (b) the Winner's Agreement or tax-related documents are not returned within the time period stated above, (c) prize or prize notification is returned as undeliverable, (d) the Administrator is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the prize will be forfeited and, at Administrator's sole discretion and time permitting, Administrator may select an alternate winner from all remaining eligible entries. There will be one (1) alternate drawing for the prize after which such prize will remain unawarded. Prizes will be fulfilled approximately seven (7) calendar days after the drawing. Limit one (1) prize per person/per authorized account holder/per household. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute as to any e-mail entry submitted, e-mail entries submitted will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Proof of being the authorized account holder may be required.
9. **TAXES AND EXPENSES:** Winner is responsible for all applicable taxes (including, but not limited to federal, state, local and/or income) and other fees and expenses associated with the prize.
10. **CONDITION/USE RIGHTS:** Except where prohibited by law, by accepting any prize, each entrant and entrant's parent or legal guardian consents to Suns Legacy Partners, L.L.C., National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports & Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without additional compensation (other than the specific prize described herein), for public relations, advertising and promotional purposes as may be determined by Sponsor. The right to receive any prize is non-assignable and non-transferable, and no prize substitution, exchange, cash, or cash equivalent will be allowed, in each case, except as permitted by Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion.
11. **RELEASE AND LIMITATIONS ON LIABILITY:** As a condition of participating in the Promotion, entrants agree to release and hold harmless all directors, officers, volunteers and employees of Sponsor, Administrator, the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC,

Phoenix Mercury Basketball, LLC d/b/a the Phoenix Mercury, Phoenix Arena Development Limited Partnership d/b/a Footprint Center, the City of Phoenix and each of their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Promotion agencies (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Promotion, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Promotion or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or acceptance, receipt, use, or misuse of any prize, or travel to any Promotion-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation, invasion of privacy, or merchandise delivery. Entrant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and to waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Promotion or acceptance, possession, or use of any prize (including, without limitation, attorneys’ fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Administrator is not responsible if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. **CANCELLATION/SUSPENSION:** If for any reason the Promotion is impaired in any way for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Promotion. If Administrator decides to reconvene the Promotion after a suspension, the determination of the prize winner(s) will be made, from among all eligible, non-suspect entries received as of the date of the suspension, as Administrator determines at its sole discretion.
13. **DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Administrator reserves the exclusive right to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, shall void all such entries by any such methods, and shall disqualify any entrant using such methods from the current Promotion and any future promotions. CAUTION: Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Promotion may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, the Administrator reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.
14. **DISPUTE RESOLUTION AND CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and or causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion, or the determination of the winner(s), shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by arbitration, to take place in Maricopa County, Phoenix, Arizona pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but SHALL NOT include attorneys’ fees; and (c) under no circumstances will an entrant be permitted to obtain awards for and entrants hereby waive all rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and the Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona, excluding Arizona’s conflicts of law doctrine.

- 15. WINNERS LIST:** For a list of winners, send a self-addressed, stamped envelope for receipt by November 17, 2022 to: Phoenix Suns, "Coca-Cola Fry's Food Stores Tip-Off Digital Ticket Redemption Promotion", c/o Dr. Stephanie Lovingood, 201 E. Jefferson St., Phoenix, AZ 85004. For a copy of these Official Rules, please visit suns.com/tipoff and select the "Coca-Cola Fry's Food Stores Tip-Off Digital Ticket Redemption Promotion" tab.
- 16. MISCELLANEOUS:** By entering this Promotion you agree and acknowledge that you may be contacted in the future by the Suns Legacy Partners, L.L.C., National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports & Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents, and your name and any other personal information you have provided will automatically be added to the "In The Post" and "Downtown Live" databases, from which you will receive e-mails containing news and Sweepstake information at the e-mail address which you have provided. Additionally, your mobile phone number will be added to the Team's mobile alerts program, from which you will receive occasional text alerts containing information on Phoenix Suns news and promotions (standard charges from your carrier may apply).
- 17. PRIVACY:** By participating in the Promotion, Entrant authorizes Suns Legacy Partners, L.L.C. and Sponsor to collect, use, process, transfer and store all data provided by Entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that such parties deem necessary, whether within Entrant's country of residence or elsewhere, and with such party(ies) as Sponsor and Administrator deem appropriate, for purposes of administration of the Promotion. All information submitted to Administrator as part of this Promotion will be treated in accordance with Administrator's and Sponsor's privacy policies, <https://www.nba.com/privacy-policy>, <https://us.coca-cola.com/privacy-policy#privacy> and <https://www.frysfood.com/i/privacy-policy>. Personal information will be used only to: (a) provide information about the Promotion; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from Sponsor and Administrator on the entry form, to send additional information to that entrant during or after the Promotion Period (Entrant may opt out at any time from receiving additional information from sponsor in accordance with Sponsor's and Administrator's Entity's privacy policy). Entrants to the Promotion will be given the option to receive commercial e-mails from the Sponsor and the Administrator; however, eligibility to participate in the Promotion is not dependent upon Entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data requested on the entry forms to be eligible. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy statements of the Sponsor and the Administrator.
- 18. SPONSORED BY:** Sponsored by Swire Pacific Holdings Inc., 12634 South 265 West, Draper, Utah 84020, and Smith's Food & Drug Centers, Inc. d/b/a Fry's Food and Drug Stores and Fry's Marketplace, 1014 Vine Street, Cincinnati, Ohio 45202-1100.
- 19. ADMINISTERED BY:** Administered by Suns Legacy Partners, L.L.C. d/b/a the Phoenix Suns, 201 East Jefferson Street, Phoenix, Arizona 85004.

ALL RIGHTS RESERVED.