## **OFFICIAL RULES**

## "ULTIMATE ROCKETS FAN"

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. PLEASE READ THESE RULES CAREFULLY. AS EXPLAINED BELOW, THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS CONTEST BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

- 1. CONTEST DESCRIPTION: The ULTIMATE SOUTHWEST FAN (the "Contest") begins on November 1, 2017 at 9:00 a.m. Central Time ("CT") and ends on November 30, 2017 at 11:59 p.m. CT for residents of North Texas; begins on December 1, 2017 at 9:00 a.m. CT and ends on December 31, 2017 at 11:59 a.m. for residents of the State of Arkansas; begins on January 1, 2018 at 9:00 a.m. CT and ends on January 31, 2018 at 11:59 a.m. CT for residents of the State of Louisiana; and begins on February 1, 2018 at 9:00 a.m. CT and ends February 28, 2018 at 11:59 a.m. for residents of South Texas (each, a "Contest Period"). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of AT&T SportsNet Southwest, 1201 San Jacinto Street #200, Hosuton, Texas, 77002, (the "Sponsor"), which shall be final and binding in all respects, and to comply with any and all applicable federal, state and local laws, rules and regulations.
- 2. ELIGIBILITY: Only legal U.S. residents residing in the states of Arkansas, Louisiana and Texas, eighteen (18) years of age or older at the time of entry, are eligible to enter. No prize will be awarded without the winner providing documentary proof of residency in the state in which they entered the Contest. Persons in the following categories are NOT eligible to participate or win a prize in the Contest: (a) Sponsor, CC Services, and their respective parents. subsidiaries, affiliates, dealers, service agencies and independent contractors, and each of its respective directors, officers, employees and agents (collectively, the "Contest Entities"); (b) persons engaged in the development, production or distribution of materials for this Contest, as well as any employees, agents or contractors of AT&T SportsNet – Southwest or the Houston Rockets; and (c) persons who are immediate family members (defined as spouse or biological or step- mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, as any person in any of the preceding categories. The transfer of a prize from an ineligible to an eligible person is strictly prohibited.

3. HOW TO ENTER: No purchase necessary to enter or win. To enter, take a photo showing why entrant believes he or she is the "Biggest Rockets" fan. Submit your photo and story by Twitter using #UltimateRocketsFan during the applicable Contest Period. Limit one (1) entry per person during the applicable Contest Period. By submitting an Entry through one of the foregoing entry methods in connection with the Contest, entrants acknowledge that they may, at Sponsor's sole discretion, be opted in to receive email or other communications from Sponsor and/or their respective affiliates, including but not limited to communication from www.attsportsnet.com or any other Sponsor-affiliated website. Entrants may subsequently opt-out of the receipt of such email or communications by following the directions in the applicable email. Entrant's participation or chances to win this Contest will not depend on remaining on any of Sponsor's email lists.

If a dispute as to the identity of any entrant cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. Any attempt by any entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that entrant's entries and that entrant may be disqualified at Sponsor's discretion. The Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries or the use of any device to automate the entry process is prohibited. All information must be provided to be eligible to win. All entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". All entries become the sole and exclusive property of Sponsor. Entries will not be returned and receipt of entries will not be acknowledged. Sponsor will be collecting personal data about entrants in accordance with its Privacy Policy. All information submitted by entrants is subject to and will be treated in a manner consistent with Sponsor's Privacy Policy accessible at www.attsportsnet.com. By participating in Contest, entrants hereby agree that Sponsor may collect and use their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

All entries must comply with the following guidelines in order to be deemed Eligible Entries:

- The photo must be the entrant's original idea (modification of an original work is not an original idea). Entries must not copy or otherwise plagiarize from any source;
- The entry must not disparage, defame or criticize any person, company, product or service or contain any false or misleading statements about any company, product or service;
- The entry must not identify or mention any brand or trademark other than AT&T SportsNet;
- The entry must not contain any material that would violate or infringe upon the
  rights of any third party, including without limitation copyrights, trademarks or
  rights of privacy or publicity, or that is unlawful, in violation of or contrary to any
  applicable laws or regulations, or whose use requires a license or permission from
  any third party; and
- The entry must not contain any material that Sponsor, in its sole discretion, deem unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity or depicts sexual activity, promotes bigotry, discrimination or violence, or is otherwise inappropriate for public viewing.

By entering, each entrant warrants and represents that his/her entry is original, has not been previously published or won any award, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and will not violate any federal, state or local laws or ordinances. Entrants further warrant and represent that they have secured the requisite consent from any third party referenced in their entries. Each entrant further grants to the Contest Entities the absolute and irrevocable right and permission to use, reproduce, edit, exhibit, project, display, distribute, copyright and publish my name, story and the photo submitted by me (collectively, the "Licensed Materials") in all forms of media solely in connection with the advertising, promotion and marketing of the Contest without any restriction or limitation whatsoever, in any manner throughout the world for perpetuity. Entrant hereby agrees to indemnify the Contest Entities from and against any and all claims arising out of a breach of the foregoing warranties or out of any use of the entry by the Contest Entities as set forth herein. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these Official Rules or that is not consistent with the spirit or theme of the Contest.

- 4. SELECTION AND WINNER NOTIFICATION: All entries will be reviewed by Sponsor to confirm that the content meets entry submissions requirements set forth above. Two (2) potential winners shall be selected each week during each Contest Period with their Rockets-related photo and story to be aired on AT&T SportsNet. One (1) prize winner from one of the qualifiers selected to air on AT&T SportsNet will be chosen at the end of each Contest Period for a total of five (5) prize winners. One (1) of prize winners will be selected to for the Grand Prize VIP trip to Houston, TX. Eligible Entries will be judged by a panel of qualified judges appointed by Sponsor, which may consist of representatives from Sponsor and its affiliates. The judges will base their weekly qualifier selections and monthly prize winner selections on which Eligible Entry is the most creative and shows a compelling commitment to the Mariners. Decisions of the judges are final in all matters relating to this Contest. Contest judging determinations are in the sole and absolute discretion of the judges, and such decisions and determinations are not subject to further review or appeal. The potential winners will be notified by email using the information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, the potential winner does not respond within two (2) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected at random from all remaining Eligible Entries received. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor will successively attempt to contact up to two (2) potential winners of the prize in accordance with such procedure, and if there is still no confirmed winner of the prize in question after such attempts have been made, the prizes may go unawarded.
- 5. PRIZES/ODDS: Five (5) prizes, each consisting of one (1) custom Houston Rockets jersey for prize winner (winner chooses name and number on the jersey). Each winner will be entered in to win a VIP trip to Houston, TX for two (2) people. Travel dates: TBD in March 2018. Grand Prize winner and guest must be able to travel on the dates specified by Sponsor; no alternate dates available. Each VIP trip includes consists of round-trip coach air transportation for winner and his/her guest (from major airport near the prize winner's home in Sponsor's sole discretion), one (1) double occupancy hotel room for two (2) nights (room and tax only) and admission for two (2) to the Houston Rockets game on at date to be determined later. Location of provided game seats and hotel room determined by Sponsor, in its sole discretion. The prizes are non-refundable for cash and game admittance is non-changeable once issued. Ground transportation from prize winner's home to Houston, TX will be provided in lieu of air transportation if prize winner lives within 200 miles of Houston, TX, at Sponsor's discretion. Odds of winning depend on the number of

Eligible Entries received. Prizes are non-transferable, non-refundable, and are non-changeable by winners and will be deemed void if sold, transferred, auctioned or assigned to any third party. The approximate retail value (ARV) of each prize is \$1,660.00.

Travel, accommodations, and prize-related events (each an "Event") are subject to availability and change. Sponsor assumes no responsibility for canceled, delayed, suspended airline flights or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations) beyond its control. Selection of airline is solely within Sponsor's discretion and subject to change depending on dates traveled. Ground transportation, meals, gratuities, luggage fees, incidental hotel charges, and all other expenses not specified herein are solely the prize winner's and guest responsibility. Prize winner and guest must sign and return a travel release before any ticketing or travel occurs. Prize winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license, passport) required for travel. Prize winner and guest must travel on the same itinerary. Once a guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Grand Prize winner and guest are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline or Event tickets will not be replaced or exchanged. Sponsor and/or any other relevant party reserve the right to remove or deny entry to the prize winner and/or guest of prize winner who engages in a non-sportsmanlike, inappropriate or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at any Event. Actual retail value depends on city/day/time of departure and location. Any difference between stated value and actual value will not be awarded. If Grand Prize winner cannot accept the prize as stated by Sponsor, the prize will be forfeited and an alternate winner may be selected from the Eligible Entries received (time permitting).

6. GENERAL PRIZE CONDITIONS: The prize winner(s) shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the prize including but not limited to certain travel and parking costs. Prize winner(s) may be issued a 1099 IRS tax form. The potential winner(s) and their respective guests will be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "Prize Claim Documents"). If the potential winner fails or refuses to sign and return all Prize Claim Documents within three (3) days of prize notification, the winner may be disqualified and an alternate winner may be selected at random from all remaining Eligible Entries received. If Sponsor so elects, a potential prize winner may be required to submit to a confidential

background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor, in its sole discretion. No substitution or cash redemption allowed except by Sponsor, who may substitute any prize for a prize of equal or greater value if the prize awarded becomes unavailable.

7. GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner's permission for Sponsor to use winner's and winner's guest(s) name, photograph, likeness, voice, biographical information, statements and address (city and state) worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants and their designees, assignees and predecessors and successors in interest, agree that the Contest Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor assumes no responsibility for any damage to an entrant's phone line, hardware, software or program malfunctions, or other errors, failures, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest, in whole or in part, if it determines, in its sole discretion, that the Contest or any particular Contest drawing is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest or particular Contest drawing as contemplated herein. In the event

Sponsor is prevented from awarding prizes or continuing with the Contest or a particular Contest drawing as contemplated herein by any event beyond its control, including, but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest in its entirety or the affected Contest. If the Contest or a particular Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winner, or remaining winner, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Contest is void where prohibited by law. The Contest is governed by the laws of the State of Washington and is subject to all applicable federal, state, and local law regulations.

- 8. COPY OF OFFICIAL RULES/WINNERS' LIST: To obtain a copy of any legally-required list of name of Winner and/or Official Rules, send your request along with a self-addressed stamped envelope to "ULTIMATE SOUTHWEST FAN" CONTEST, 1201 San Jacinto Street #200, Hosuton, Texas, 77002. All such requests must be received by February 28, 2017.
- 9. SPONSOR: This Contest is sponsored by AT&T SportsNet Southwest, 1201 San Jacinto Street #200, Hosuton, Texas, 77002.

10. ARBITRATION: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Washington law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL. CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.