

**The Brooklyn Nets & New York Liberty Foundation 50/50 Raffle Official Rules Sponsored by The Brooklyn Nets  
& New York Liberty Foundation**

Please read these rules (“**Official Rules**”) before entering into any The Brooklyn Nets & New York Liberty Foundation 50/50 charity raffle (each, a “**Raffle**”). By purchasing a ticket, you represent that you meet all of the below-stated requirements and agree to be bound by these Official Rules and by the decisions of The Brooklyn Nets & New York Liberty Foundation (“**Sponsor**”), a 501(c)(3) charitable organization, and/or its representative(s).

**THESE OFFICIAL RULES CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 13. NO VERBAL MODIFICATIONS TO THE RULES SHALL BE EFFECTIVE. RAFFLE IS SOLELY GOVERNED BY THE WRITTEN OFFICIAL RULES AND APPLICABLE LAW.**

**1. THE RAFFLE:** Each Raffle at Barclays Center, 620 Atlantic Avenue, Brooklyn, NY 11217 or such other locations as determined by Sponsor (the “**Venue**”) is a raffle whereby tickets are sold throughout the Venue and/or online at [netslibertyfoundation.org/5050-raffle/](https://netslibertyfoundation.org/5050-raffle/) beginning at 8:00am Eastern Time the day of a Brooklyn Nets (“**Nets**”) or New York Liberty (“**Liberty**”) home game, with each ticket carrying a unique ticket number. The winning Raffle ticket number in each Raffle will be randomly selected and announced on the dedicated Sponsor’s center-hung scoreboard at the Venue and posted on Sponsor’s website at [netslibertyfoundation.org/5050-raffle/](https://netslibertyfoundation.org/5050-raffle/). The Participant (as defined below) who purchased the winning Raffle ticket for the applicable Raffle will receive approximately fifty percent (50%) of the Proceeds (as defined below) of such Raffle (each, a “**Prize**”). The “Proceeds” of a given Raffle means the total sales of Raffle tickets for such Raffle. The remaining fifty percent (50%) of Proceeds from each Raffle shall be retained by Sponsor to be used for charitable purposes as determined in its sole discretion. For Raffles conducted during Nets or Liberty games played at the Venue, Raffle tickets may be purchased in person at the Venue from the time doors open at the Venue to fans through the end of the third (3<sup>rd</sup>) quarter of the game, subject to change in the sole and absolute discretion of Sponsor. Raffle tickets may also be purchased online beginning at 8:00am Eastern Time at [netslibertyfoundation.org/5050-raffle/](https://netslibertyfoundation.org/5050-raffle/) or at other times specified by Sponsor on such website or in the Venue. The time during which Raffle tickets may be purchased in person or online is collectively referred to as the “**Raffle Period**”. In-person and online sales of Raffle tickets are subject to change in Sponsor’s sole and absolute discretion and without prior notice to the public, e.g., as recommended or required by applicable public health guidelines. All online purchases are subject to, and will be treated in a manner consistent with, BSE Global’s Privacy Policy, which may be viewed at: [www.bseglobal.net/pdf/BSE-Privacy-Policy.pdf](https://www.bseglobal.net/pdf/BSE-Privacy-Policy.pdf). All 50/50 Raffle ticket sales are final, and no refunds or replacements will be issued by Sponsor. Sponsor has sole and final decision on admissibility of entries and the determination of Prize winners.

**2. ELIGIBILITY:** Each Raffle is only open to persons located in the State of New York who are eighteen (18) years of age or older as of the date of such person’s purchase of the Raffle ticket(s) (each a “**Participant**”). Officers, directors, members, owners, shareholders, employees, consultants, agents, representatives, interns, and contractors of Sponsor, New York Liberty, LLC (“**NYL**”), Brooklyn Nets, LLC (“**BKLYN**”), Brooklyn Events Center, LLC (“**BEC**”), BUMP Worldwide Inc., the Women’s National Basketball Association (the “**WNBA**”), the National Basketball Association (the “**NBA**”), and each of the foregoing’s respective subsidiaries, affiliates, and advertising/promotional agencies (all of the foregoing entities and individuals, collectively, the “**Raffle Parties**”), and the immediate families and household members of each of the foregoing, are not eligible to enter or win. “**Immediate family**” includes a person’s spouse, parents, children and siblings living in the same household. “**Household**” includes all persons residing together (part-time or full-time) in a single residence, whether or not related. Each Raffle is subject to all applicable federal, state and local laws, and is void wherever prohibited by law.

**3. ENTRY:** If you meet the eligibility requirements, you may enter the Raffle by agreeing to be bound by these Official Rules and purchasing Raffle ticket(s) in one of the following amounts: fifteen dollars (\$15) for five (5) tickets, twenty five dollars (\$25) for twenty five (25) tickets, fifty dollars (\$50) for one hundred (100) tickets, one hundred dollars (\$100) for four hundred (400) tickets, or such other special pricing as may be announced from time to time. All amounts are in United States Dollars. Participants need not be present at the time of the announcement of the winner to win. All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. The Released Parties (defined below under “**RELEASE OF LIABILITY**”) are not responsible for: (a) entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser’s possession, (b) entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (c) entries or payments that are delayed, misdirected, lost, interrupted, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability

or use of any network, server, ISP, website, computer, telephone, cable or satellite modem or connection, app, website, hand held mobile device, computer hardware or software, or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server ISP or any equipment or programming used in or associated with the Raffle; (d) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle (collectively, as described in clauses (a) through (d), “Errors”), including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing entries, identifying potential winners, determining official winners, or announcing or delivering Prizes. If any portion of the Raffle is compromised, in Sponsor’s sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in Sponsor’s sole judgment, corrupt or impair the administration, security, fairness or proper play of the Raffle, or the proper submission or capture of entries (collectively, a “Compromising Event”), then Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select the winner from all eligible, non-suspect entries received before the known occurrence or discovery of such Compromising Event. Further, the Released Parties (as defined below), and their related entities are not liable for tickets redeemed in error by their respective employees, members or agents.

**4. HOW TO ENTER:** You can enter any Raffle during its applicable Raffle Period by purchasing tickets in any of the following ways:

- a. From the stationary kiosk selling locations within the Venue (if any);
- b. From uniformed Raffle sales volunteers circulating in and around the Venue; and/or
- c. By scanning a QR code in the Venue or by visiting [netslibertyfoundation.org/5050-raffle/](https://netslibertyfoundation.org/5050-raffle/) and creating a Raffle ticket account. In order to purchase tickets online you must:
  - i. Be located within New York State and allow geo-location procedures to confirm your location;
  - ii. Complete the online registration and ticket account set up;
  - iii. Complete the age verification procedures prior to your Raffle ticket purchase; and
  - iv. Complete any other required information.

ALL METHODS OF PURCHASE MAY NOT BE AVAILABLE AT ALL TIMES. If the Nets or Liberty game (the “Game”) is suspended, canceled, or postponed after the Raffle for such Game has been opened, Sponsor may, in its sole discretion, either (x) suspend the Raffle temporarily until resumption of the applicable Game or (y) close the Raffle at another time determined by Sponsor in its sole discretion. Any Raffle conducted during a delayed Game will remain open until the conclusion of such Game, unless the Game is later suspended, canceled, or postponed. In the event of a suspended, canceled or postponed Game, purchasers should refer to Sponsor’s website at [netslibertyfoundation.org/5050-raffle/](https://netslibertyfoundation.org/5050-raffle/) for specific announcements regarding the Raffle. If Sponsor is unable to verify that you are over the age of 18 and located within New York State during the Game, you will not be able to purchase tickets online. No sale of a Raffle ticket may be made to any person on the New York State Gaming Commission’s self-exclusion list. Online entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Online entries containing offensive, obscene, derogatory, lewd, or other inappropriate content, as determined by Sponsor, in its sole discretion, are prohibited and will be disqualified. Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries.

**5. DRAWING:** One (1) Raffle Prize winner (the “Winner”) will be selected in a random drawing per Raffle. A single Raffle ticket number shall be randomly selected from all eligible Raffle ticket numbers sold during each Raffle Period. The drawing will be held at the time designated for the drawing by Sponsor, in its sole discretion. The random selection will be conducted by Sponsor or its designee whose decision is final and binding. The randomly selected winning Raffle ticket will be displayed on the center-hung scoreboard at the Venue during the fourth (4<sup>th</sup>) quarter of the Game and posted on Sponsor’s website at [netslibertyfoundation.org/5050-raffle/](https://netslibertyfoundation.org/5050-raffle/).

## **6. CLAIMING A PRIZE:**

- a. To claim the Prize, the Winner should email Sponsor at [raffle@NetsLibertyFoundation.org](mailto:raffle@NetsLibertyFoundation.org), from the email address

originally provided to Sponsor associated with the purchase of the Raffle tickets (a “Verified Email”), with a photo of the winning ticket (the winning numbers on the Raffle ticket must be visible, complete and legible). Upon receipt of a photo of the winning ticket from the Verified Email, Sponsor shall provide the Winner with electronic copies of applicable Verification Paperwork (defined below) for the Winner to complete, sign (as applicable) and return to Sponsor. The purchased Raffle ticket is the only valid receipt for claiming a Prize. In the event that the photo of the winning ticket is received from an email address different from the Verified Email, then the Prize may be forfeited and will be retained by Sponsor for its charitable purposes, as determined by Sponsor in its sole discretion.

**b.** Each Winner must provide Sponsor with all information and execute all documentation required to claim a prize as determined by Sponsor in its sole discretion (including, without limitation, a eligibility and tax identification information). The Winner shall be required to provide a copy of a valid government issued photo identification and execute an Affidavit of Eligibility & Liability/Publicity Release (“Affidavit”) in the form approved by Sponsor, a W-9 (or, if applicable, W-8) IRS form, in addition to a Form 5754, prior to receipt of the Prize and any other forms as may be reasonably required by Sponsor (collectively, “Verification Paperwork”). In the event that a Winner: (i) does not notify Sponsor in accordance with section 6(a) above within thirty (30) calendar days of the drawing; (ii) is ruled ineligible for any reason, including for failure to satisfy the procedures set out in these Official Rules; (iii) cannot or will not accept the Prize in the manner set forth in these Official Rules; or (iv) does not return all of the Verification Paperwork within thirty (30) calendar days of Winner’s email receipt of the request for Verification Paperwork, then, in each such event, the Prize will be forfeited and will be retained by Sponsor for its charitable purposes, as determined by Sponsor in its sole discretion. Sponsor has no obligation and is not in a position to contact holders of potential winning ticket numbers, and Sponsor shall not be held responsible for failing to notify a Winner.

**c.** Sponsor’s decision concerning the identity of any Winner is final and binding. Sponsor shall use the following rules to determine the identity of any Winner: (i) Sponsor shall conclusively presume that the person who is in possession of that Raffle ticket is the lawful owner of that Raffle ticket and that ticket’s winning number, and (ii) Sponsor shall not make, nor have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning Raffle ticket. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) or more Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers, then the person who has record of the earliest ticket purchase shall be deemed to hold the winning entry. All Prizes will be paid by check or ACH wire transfer to Winner within approximately forty-five (45) days of the Winner delivering the winning Raffle ticket, executed Affidavit, and all other required Verification Paperwork to Sponsor. For security and safety reasons, no cash payments will be made to the Winner. Unclaimed winnings will be retained by Sponsor for its charitable purposes. If you need more information, please email [raffle@NetsLibertyFoundation.org](mailto:raffle@NetsLibertyFoundation.org).

**7. PRIZE RESTRICTIONS AND ODDS:** Prizes are not transferable or assignable and cannot be substituted for another prize. Odds of winning a given Raffle are variable based on the total number of Raffle ticket numbers sold during the applicable Raffle Period.

**8. TAXES:** Each Participant acknowledges that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle ticket does not qualify as a deductible charitable contribution. Each winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the applicable awarded Prize. Furthermore, each Winner acknowledges that applicable law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal, state and local tax withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed.

**9. TRANSFER OF RAFFLE TICKET:** Raffle tickets may not be transferred or resold, or permitted by a Participant to be transferred or resold. Any Raffle ticket which has been transferred or resold in violation of these Official Rules shall be void, and such Raffle ticket numbers shall be ineligible to win. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these Official Rules shall be ineligible to participate in any Raffle or to win a Prize. The eligible Participant in physical custody of the winning Raffle ticket shall be deemed the Winner unless the ticket was re-sold or otherwise transferred in a manner in contravention of these Official Rules, in which case the winning ticket shall be voided and a different Winner shall be selected in accordance with Section 5 of these Official Rules.

**10. PARTICIPANT’S GRANT OF LICENSE:** By participating in any Raffle and/or accepting a Prize, each Participant and Winner hereby irrevocably and perpetually grants to Sponsor, the Raffle Parties, and their designees, a

worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display the names, images, personal statements, voice, prize information and/or likenesses of the Participant and Winner (as applicable) in connection with their participation in any Raffle and/or receiving a Prize (collectively, the “NIL”), in any form, media, and/or content which now or hereafter exists, for advertising, promotional, and/or any other commercial purposes as well as non-commercial purposes. Each Participant and Winner waives any consideration or compensation for any use of such NIL. Each Participant and Winner hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from Sponsor, the Raffle Parties’, and/or their designee’s, uses of the NIL, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, and/or exploitation of its name, image, and/or likeness.

**11. RELEASE OF LIABILITY AND INDEMNITY:** By participating in any Raffle, each Participant and Winner, both on each of his or her own behalf and on behalf of each of his or her spouses, assigns, guardians, administrators, executors and legal representatives, hereby releases, waives, discharges, covenants not to sue, and indemnifies, defends and holds harmless Sponsor, each of the Raffle Parties, AEG Management Brooklyn, LLC, Levy Premium Foodservice Limited Partnership, Ticketmaster L.L.C., Barclays Services Corporation, Brooklyn Arena Local Development Corporation, New York State Urban Development Corporation, the State of New York, New York City Economic Development Corporation, the City of New York, WNBA Enterprises, LLC, NBA Properties, Inc., together with all of the past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, managers, officers, employees, servants, principals, agents, consultants, contractors, representatives, sponsors, and insurers of each of the foregoing (collectively, the “Released Parties”) from any claim or loss arising out of or related to the Participant’s or Winner’s participation in any Raffle, acceptance of a Prize, or any exercise by Sponsor of any of its rights set forth in the Official Rules, including, but not limited to, any claims related to (i) any injury to the Participant (including death), any loss of the Participant’s property that occurs in connection with participation in any Raffle, receiving a Prize or any related activities, (ii) any failure to report and pay any taxes arising from acceptance of the Prize, and (iii) the Participant’s acts or the acts of any other party with respect to the Participant’s receipt of the Prize, or participation in any Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder. The Sponsor is not responsible for the inability to conduct the Raffle or award the Prize due to any “force majeure” event that is caused by facts and circumstances that are beyond the reasonable control of the Sponsor, including, without limitation, any acts of God, fire, explosion, war, national emergency, epidemic, pandemic, earthquake, hurricane, floods, acts of terrorism, lockouts, strikes or other labor trouble, act or failure to act of any governmental authority, compliance with any order or regulation of any governmental authority, etc.

**12. GOVERNING LAW; SEVERABILITY; WAIVER:** Each Raffle shall be governed by the laws of the State of New York without giving effect to any choice of law or conflict of law rule of any jurisdiction. If a court of competent jurisdiction finds any term, condition, or provision of these Official Rules, or their application to a particular persons or circumstances, is invalid, unlawful or unenforceable to any extent, then such term, condition or provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Official Rules in accordance with applicable law and the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by such determination, and shall remain enforceable to the fullest extent permitted by law. The failure of Sponsor to enforce at any time any provision of the Official Rules shall not be considered a waiver of such provision or any other provision and shall not deprive Sponsor of the right thereafter to enforce such provision or any other provision.

**13. MANDATORY ARBITRATION AGREEMENT; CLASS ACTION WAIVER:**

**a.** Any claim relating to these Official Rules, other than a claim by Sponsor, that is not resolved informally must be resolved in accordance with the below arbitration provisions. Unless prohibited by federal law, each purchaser of a Raffle ticket (any such individual, “Purchaser”), including, without limitation, any Participant or Winner, agrees to arbitrate any and all claims and disputes relating in any way to such purchase or the selection of a winner or delivery or awarding of the Prize (“Arbitration Claims”), except for Arbitration Claims concerning the validity, scope or enforceability of this arbitration provision, through BINDING INDIVIDUAL ARBITRATION. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and not by state law. In any Arbitration Claim to be resolved by arbitration, neither Purchaser nor Sponsor will be able to have a court or jury trial or participate in a class action or class arbitration. **BOTH PURCHASER AND SPONSOR EXPRESSLY WAIVE THE**

**RIGHT TO A JURY TRIAL.** Other rights that Purchaser and Sponsor would have in court will not be available or will be more limited in arbitration, including the right to appeal. **ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING.** The arbitrator may not consolidate the claims of multiple parties.

Arbitrations shall be administered by National Arbitration and Mediation (“NAM”) pursuant to the applicable NAM rules in effect at the time the arbitration is initiated except to the extent modified by these rules. If NAM is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator the parties both agree upon in writing or that is appointed pursuant to section 5 of the FAA. The arbitration shall take place in New York, New York in front of one (1) arbitrator. In any claim by Purchaser, the arbitrator shall be authorized to award a monetary amount no greater than the actual amount of the Prize to which Purchaser is entitled, if any, pursuant to these Official Rules or applicable law, and no other award. The arbitrator’s authority is limited to Purchaser and Sponsor alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator’s decision shall be final and binding. The parties agree that this arbitration provision extends to any other parties involved in any Arbitration Claims, including, but not limited to, the Released Parties. This arbitration provision shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

Each of Purchaser and Sponsor will be responsible for paying its own arbitration fees. Sponsor may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision herein, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable with respect to any particular matter, then this entire arbitration provision shall be void with respect to such matter. If any portion of this arbitration provision other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision.

**b.** Prior to initiating an arbitration proceeding under this arbitration provision, Purchaser shall give Sponsor written notice of the Arbitration Claim (a “Claim Notice”) and a reasonable opportunity, not less than thirty (30) days, to resolve the Arbitration Claim. Any Claim Notice to Sponsor shall be sent by mail to ATTENTION: LEGAL DEPARTMENT, The Brooklyn Nets & New York Liberty Foundation, 168 39<sup>th</sup> Street, 7<sup>th</sup> Floor, Brooklyn, NY 11232. Any Claim Notice must (a) identify Purchaser by name, address, email address, and telephone number; (b) explain the nature of the Arbitration Claim and the relief demanded; and (c) be submitted only on behalf of Purchaser, and not on behalf of any other party. Purchaser must reasonably cooperate in providing any information about the Arbitration Claim that Sponsor reasonably requests and must give Sponsor a reasonable opportunity to respond to the demand for relief. The provisions of this section, MANDATORY ARBITRATION AGREEMENT; CLASS ACTION WAIVER shall not apply to claims by Sponsor. **IN NO EVENT SHALL THE RELEASED PARTIES OR ANY RELATED ENTITY BE LIABLE FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO THE PURCHASER.**

**14. DISQUALIFICATION; CHANGES:** Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the ticketing process or the operation of any Raffle, re-sells their Raffle ticket(s), violates these Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to, at its sole discretion, cancel, suspend and/or modify any Raffle or these Official Rules. Sponsor also reserves the right to disqualify any individual or ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF THESE OFFICIAL RULES AND MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM AND/OR PROSECUTE ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**15. COPYRIGHT:** All Raffle materials are copyrighted by Sponsor, and may not be copied, reproduced or used for any purpose without Sponsor’s express prior written consent.

**16. LEAGUE RULES:** The Raffle, the Prize and these Official Rules shall be subject to all NBA, WNBA and Venue rules, regulations, resolutions, and agreements, as they may be modified or amended from time to time.

**17. SPONSOR; WINNERS LIST:** Sponsor of each Raffle is The Brooklyn Nets & New York Liberty Foundation, a 501(c)(3) charitable organization, and the address of its headquarters is 168 39<sup>th</sup> Street, 7<sup>th</sup> Floor, Brooklyn NY 11232. License Numbers: 2118621-DCWP and GC 59-190-199-09563. You may obtain a list of the winning Raffle ticket numbers by sending a request (identifying the “50/50 Raffle”) to the above address, together with a stamped, self-addressed envelope. The winning Raffle ticket numbers will be posted on Sponsor’s website and a link to all winning Raffle ticket numbers will be on Sponsor’s website at [netslibertyfoundation.org/5050-raffle/](https://netslibertyfoundation.org/5050-raffle/).