

TERMS AND CONDITIONS – NBA AFRICA POST-SEASON SWEEPSTAKES “NBA Finals Viewing Experience”

These Terms and Conditions (“Terms”) apply to the NBA Africa Postseason Sweepstakes titled “NBA Finals Viewing Experience” (the “Competition”), facilitated via selected radio broadcasters within Kenya. By participating in the Competition, each entrant (“Participant”) agrees to be bound by these Terms, which shall be interpreted and enforced in accordance with Kenyan law. NBA Africa reserves the right to amend or update these Terms at any time without prior notice, subject to applicable laws and regulations.

1. INTERPRETATION

- 1.1. NBA: means NBA Africa, the promoter and rights holder responsible for the execution of the Competition.
- 1.2. Participant: refers to any natural person who submits a valid entry into the Competition in accordance with these Terms.
- 1.3. Prize: means the at-home viewing experience prize package as described in Clause 3 herein.
- 1.4. Winner: means the eligible Participant selected through the process outlined in Clause 2 who is awarded the Prize.
- 1.5. Winners shall compete in a final head-to-head trivia challenge broadcast on air. The winner of the final round shall be deemed the ultimate Prize Winner.
- 1.6. The winning party is to claim the prize within two (2) days, thereafter, and time permitting the NBA Africa reserves the right to draw another potential winner in substitution.

2. COMPETITION STRUCTURE AND MECHANIC

- 2.1. The Competition shall run for a period of five (5) consecutive days, from during which time Participants will have the opportunity to engage in a trivia-based entry mechanic.
- 2.2. In day 1 and 2, radio stations will broadcast live reads including questions derived from NBA Playoff content. Participants must submit their answers via WhatsApp voice note to the designated number provided by the station.
- 2.3. Entries must be submitted in compliance with the station’s broadcast schedule and instructions. Submissions must include the phrase “NBA League Pass” in order to qualify.
- 2.4. One eligible Participant will be selected per week based on accuracy, creativity, or other relevant criteria determined at the sole discretion of the station.
- 2.5. Selected Participants will be contacted live on air. To be confirmed as a winner, they must answer the call and audibly respond with the phrase “NBA League Pass.”

- 2.6. On day 5, both shortlisted winners shall compete in a final head-to-head trivia challenge broadcast on air. The winner of the final round shall be deemed the ultimate Prize Winner
- 2.7 The winning party is to claim the prize within two (2) days, thereafter, and time permitting the NBA Africa reserves the right to draw another potential winner in substitution.

3. THE COMPETITION SHALL BE IN COMPLIANCE WITH THE PROGRAMMING CODE FOR BROADCASTING SERVICES IN KENYA

The 4th edition of of the programming code that as published in March 2024 states the following with regards to broadcast competitions must be in compliance with *Section 46A (c) of the Kenya Information and Communications Act, 1998* with respect to promoting observance of public interest.

3.1 Broadcast voting must be conducted fairly.

3.2 Broadcasters must ensure that viewers and listeners are not materially misled about any broadcast competition.

3.3 Broadcasters must draw up rules for a broadcast competition that are clearly and fully disclosed to the audience including the cost to be incurred by the audience in participating. In particular, significant conditions that may affect a viewer's or listener's decision to participate must be stated at the time an invitation to participate is broadcast.

3.4 Broadcast competitions prizes must be described accurately.

3.5 Broadcasters must fully disclose the costs to be incurred by the audience in interacting with the programming and participating in the broadcast competitions.

3.6 Broadcasters shall ensure that competition prizes aimed at children are appropriate to the age range of the both target audience and the participants in the competition or promotion.

3.7 Where a subscription broadcasting service provider licensed in Kenya conducts its own broadcast competition, the above requirements must be complied with. The above requirements shall not apply to broadcasting competitions not targeting Kenya, that are aired on international channels available in Kenya

4. PRIZE DESCRIPTION

- 4.1** The Prize consists of a curated NBA Finals Viewing Experience to be hosted at a venue of NBA Africa's choosing to be communicated with the winner. This includes food and beverages (excluding alcohol), official NBA merchandise, décor and relevant brand assets to the value of 5000 USD.
- 4.2** The Prize is not transferable, exchangeable for cash, or assignable to third parties without the prior written consent of NBA Africa.
- 4.3** The Prize is valid for the winner including fourteen (14) guests.
- 4.4** The winner and their guests are to adhere to the "Basketball Drip" dress code and not to wear revealing clothing.
- 4.5** NBA Africa reserves the right to amend the contents of the Prize or substitute it for an item of equivalent value without prior notice, should circumstances so require.
- 4.6** NBA Africa will not be responsible for any damaged prize items after signature of receipt and/or delivery.
- 4.7** The prize winners will be required to sign an Acknowledgement of Receipt.
- 4.8** NBA Africa reserves the right to change the system at its sole discretion without notice to the entrants.
- 4.9** The selection of the winners is final and binding.
- 4.10** At the point of delivery of the prize, the prize winners must produce a copy of the identity document and contact details.
- 4.11** The prize winners may be requested to participate in publicity connected to the competition and grant permission for the use of their names, likeness and photographs in any advertising and promotional materials for this competition conducted by NBA Africa and or NBA Africa's selected agents. The winner is, however, entitled to decline such a request.
- 4.12** The prize winners shall not be entitled to any remuneration for participation in terms paragraph 16 and acknowledge that all material arising from such participation shall be the sole property of NBA Africa.

5. ELIGIBILITY AND CONDITIONS OF PARTICIPATION

5.1 Participants must:

- 5.1.1 Be 18 years of age or older at the time of entry;
- 5.1.2 Reside within the Republic of Kenya;
- 5.1.3 Preferably reside in Nairobi, however, should they not then they are responsible for their own travel fare and accommodation within the city where the NBA Finals Viewing Experience will be.
- 5.1.4 Consent to the filming and documentation of the Prize experience for promotional use by NBA Africa.

5.2 Employees, officers, directors, agents and representatives of NBA Africa, LLC, NBA Kenya Basketball Limited, NBA Properties, Inc., NBA Media Ventures, LLC, the National Basketball Association (“NBA”), the Basketball Africa League, the Women’s National Basketball Association, the NBA 2K League, their collective member teams, and any applicable Players Union including but not limited to the National Basketball Players Association and the National Basketball Retired Players Association (collectively, the “NBA Entities”), subsidiaries, affiliates, officers, governors, owners, distributors, retailers, agents, advertising and Duma Collective are not eligible to participate.

5.3 Further, the competition is not open to a supplier of goods and services in connection with the competition

6. LIMITATION OF LIABILITY AND INDEMNITY

6.1 NBA Africa, its affiliates, representatives, and appointed partners shall not be held liable for any injury, loss, damage, or death arising directly or indirectly from participation in this Competition or from acceptance or use of the Prize. The entrants unconditionally and irrevocably indemnify and hold harmless NBA Africa and its successors, employees, officers, suppliers/service providers, contractors, agents, consultants, directors and shareholders against all and any losses, claims, proceedings, actions, damages (direct, indirect, consequential or of whatsoever nature), liability, demands, expenses, legal costs (on attorney and own client basis), medical costs, injury or damage to property howsoever arising out of, including from willful misconduct or neglect acts or omissions on the part of any such person, based upon, or in connection with (directly or indirectly) the entrants participation in the competition, to the maximum permitted by law.

6.2 Participants assume full liability for their conduct and that of their guests during the Prize experience.

6.3 NBA Africa shall not be liable for any theft, damage, or loss of personal belongings or property before, during, or after the activation.

6.4 By accepting the Prize, the Winner agrees to allow NBA Africa and its authorised representatives to capture and use images, video content and audio recordings of the experience for commercial or promotional purposes without further compensation or approval.

7. ADDITIONAL TERMS AND CONDITIONS

7.1 NBA Africa reserves the right to reasonably extend, shorten, suspend the period of the Competition or terminate the Competition for technical, commercial, and /or operational reasons, or for reasons beyond its control.

7.2 These terms and conditions are governed by the laws of the Republic of Kenya.

7.3 Copies of these terms and conditions are visible on the NBA Africa's website/s and will be made available to entrants via email on request.

7.4 The entrants to this competition understand and agree that in order to offer the competition, NBA Africa must collect and use the personal information of the entrants. This competition is conducted under the terms of Kenya's Data Protection Act 2019.

7.5 By entering this competition, all entrants consent to the use of their personal data by NBA Africa for purposes of the administration of this competition and any other purposes to which the entrant has consented.

7.6 All entries and intellectual property therein become the property of NBA Africa and are not returned.

7.7 NBA Africa shall not be responsible for any costs or expenses whatsoever which the entrant or any other person incurs during and/or for purposes of entry into the competition including the acceptance and/or use of a prize.

7.8 NBA Africa reserves the right to cancel or alter any aspects of the competition at any time and at its sole discretion without any liability whatsoever or howsoever arising.

7.9 If an entrant contravenes these rules, the entrant may be disqualified from the competition at the sole discretion of NBA Africa.

7.10 These terms and conditions are subject to change at NBA Africa's sole discretion without any communication.

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