

## **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 South Africa. By participating in the Competition, each entrant (“Participant”) agrees to be bound by these Terms, which shall be interpreted and enforced in accordance with South African 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.

### **2. COMPETITION STRUCTURE AND MECHANIC**

- 2.1 The Competition shall run for a period of five (5) consecutive days from 9 June 2025 to 13 June 2025., 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. An entrant may only enter the competition once.

- 2.4 The entrants acknowledge that they are entering the competition at their own risk. By entering, entrants agree to comply with the policies and rules set by that digital publisher platform they have submitted using. The rules for the various digital publisher platforms may be viewed at the respective platforms.
- 2.5 The costs for entering and taking part in the competition lie solely with the entrant.
- 2.6 One eligible Participant will be selected per week based on accuracy, creativity, or other relevant criteria determined at the sole discretion of the station.
- 2.7 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.”
- 2.8 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.
- 2.9 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. PRIZE DESCRIPTION**

- 3.1 The Prize consists of a curated NBA Finals Viewing Experience to be hosted at Benchwarmers, in Gauteng. This includes food and beverages (excluding alcohol), official NBA merchandise, décor and relevant brand assets to the value of 5000 USD.
- 3.2 The Prize is not transferable, exchangeable for cash, or assignable to third parties without the prior written consent of NBA Africa.
- 3.3 The Prize is valid for the winner including fourteen (14) guests.
- 3.4 The winner and their guests are to adhere to the “Basketball Drip” dress code and not to wear revealing clothing.

- 3.5 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.
- 3.6 NBA Africa will not be responsible for any damaged prize items after signature of receipt and/or delivery.
- 3.7 The prize winners will be required to sign an Acknowledgement of Receipt.
- 3.8 NBA Africa reserves the right to change the system at its sole discretion without notice to the entrants.
- 3.9 The selection of the winners is final and binding.
- 3.10 At the point of delivery of the prize, the prize winners must produce a copy of the identity document and contact details.
- 3.11 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.
- 3.12 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.

#### **4. ELIGIBILITY AND CONDITIONS OF PARTICIPATION**

- 4.1 Participants must:
  - 4.1.1 Be 18 years of age or older at the time of entry;
  - 4.1.2 Reside within the Republic of South Africa;
  - 4.1.3 Preferably reside in Gauteng, however, should they not then they are responsible for their own travel fare and accommodation while in the city where the NBA Finals Viewing Experience will be;

- 4.1.4 Consent to the filming and documentation of the Prize experience for promotional use by NBA Africa.
- 4.2 Employees, officers, directors, agents and representatives of NBA Africa, LLC, NBA South Africa 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.
- 4.3 The competition is not open to a supplier of goods and service connection with the competition.

## **5. LIMITATION OF LIABILITY AND INDEMNITY**

- 5.1 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 ,contracts ,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.
- 5.2 Participants assume full liability for their conduct and that of their guests during the Prize experience.
- 5.3 NBA Africa shall not be liable for any theft, damage, or loss of personal belongings or property before, during, or after the activation.

- 5.4 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.

## **6. ADDITIONAL TERMS AND CONDITIONS**

- 6.1 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.
- 6.2 These terms and conditions are governed by the laws of the Republic of South Africa.
- 6.3 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.
- 6.4 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 applicable privacy laws.
- 6.5 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.
- 6.6 All entries and intellectual property therein become the property of NBA Africa and are not returned.
- 6.7 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.
- 6.8 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.

- 6.9 If an entrant contravenes these rules, the entrant may be disqualified from the competition at the sole discretion of NBA Africa.
- 6.10 These terms and conditions are subject to change at NBA Africa's sole discretion without any communication.

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