50/50 Raffle
Benefitting the Clutch City Foundation

Official Rules

1. Description of the Raffle: By participating in the 50/50 Raffle benefitting the Clutch City Foundation (the "Raffle"), each and every person who purchases a Ticket (as defined below) ("Entrant") hereby enters the Raffle and is subject to and agrees to be bound by these Official Rules and by the decisions of the Clutch City Foundation (the "Foundation"), and these Official Rules shall be binding and final as to all matters related to the Raffle. The Raffle is subject to all applicable federal, state, and local laws and regulations. Some restrictions apply, and the Raffle is void where prohibited or restricted by law. The Raffle is a fundraising tool to support the charitable efforts of the Foundation, which seeks to provide help, hope, and inspiration to those who might otherwise be forgotten. Entrants acknowledge, understand, and agree that their participation in the Raffle is voluntary. The Foundation encourages Entrants to participate in the Raffle responsibly.

2. Eligibility: Only legal residents of the fifty (50) United States who are eighteen (18) years of age or older as of the date of entry are eligible to participate in the Raffle. All Entrants must be physically located inside Toyota Center at the time of the Raffle. The Foundation and its representatives have the right to request photo identification from any person desiring to enter the Raffle. Employees and their immediate family members (spouses, parents, siblings or children) of Rocket Ball, Ltd., d/b/a the Houston Rockets, Comet Ball, LLC d/b/a the Houston Comets, Clutch City Sports & Entertainment, L.P., the Foundation, the National Basketball Association (the "NBA") and its member teams, the Women's National Basketball Association (the "WNBA") and its member teams, NBA Properties, Inc., WNBA Enterprises, LLC, Bump Worldwide Inc., the raffle solution provider for the Raffle, the presenting sponsor of the Raffle (if any), or any of their respective parents, subsidiaries, affiliates, directors, partners, board members, officers, governors, employees, or agents, or anyone who works directly with the Raffle or any related party (collectively, the "Released Parties") are not eligible to enter the Raffle.

3. When to Enter: Official Raffle tickets (the "Tickets") will be available for purchase in-person at Toyota Center in Houston, Texas (the "Arena") and online at https://houstonrockets.us.bumpcbnraffle.com/ during each Houston Rockets home game (each, a "Game") from the time the doors open to the public until the end of the third quarter (the "Raffle Period").

4. How to Enter: Entrants may enter the Raffle by purchasing Tickets from designated Foundation representatives stationed throughout the Arena, online at https://houstonrockets.us.bumpcbnraffle.com/, or during the Raffle Period at prices set by the Foundation during each Game. Raffle Tickets may be purchased with cash (United States Dollars), credit cards, or debit cards. No discounts or complimentary Tickets will be provided. Each Entrant is assigned one (1) unique number for the Raffle for that Game, and each Ticket is a receipt for Entrant's purchase that represents one (1) additional chance (entry) for that Entrant's assigned number in the Drawing (as defined below) for that Game, and is not eligible for any past or future Drawings. There is no limit to the number of Tickets an Entrant may purchase, and each additional Ticket purchased increases the number of chances for that Entrant's assigned number without changing the assigned number. All Ticket purchases are final; no refunds or replacements will be issued.

5. **Drawing:** Every transaction is electronically tallied. Each Game, one (1) winning number (the "Winning Ticket") will be electronically selected in a random drawing from among all eligible chances (entries) received, with each Ticket sold representing one (1) such chance (the "Drawing"). The Drawing will be held during the fourth quarter of the applicable Game and will be conducted by the Foundation, whose decision will be final and binding.

The Winning Ticket will be announced over the Arena public-address system during the fourth quarter of the Game and posted online at www.Rockets.com/5050raffle following the Game.

6. **Odds:** The odds of winning the Prize are 1/the total number of eligible chances (entries) received, with each Ticket representing one (1) chance.

7. **Prize**: There will be a maximum of one (1) Winning Ticket selected during each Drawing. The Winner of each Drawing will, subject to these Official Rules, be awarded fifty percent (50%) of the net Raffle sales of that applicable Game, less any and all applicable taxes or fees (the "Prize"). The remaining proceeds shall be retained by the Foundation.

8. **Claiming a Prize**: The original Winning Ticket must be presented either (i) in person within ten (10) minutes of the conclusion of the Game at the Guest Services booth located adjacent to the La Branch Street Entrance on the main concourse of the Arena, or (ii) at the Toyota Center Administrative Entrance, 1510 Polk Street, Houston, TX 77002, during normal business hours, within thirty (30) days of the Game (the "Claims Period"). Should the thirtieth calendar day fall on a Saturday, Sunday or locally recognized holiday, then the Claims Period will be extended to the next business day. Photographs, copies, screenshots, or other reproductions of the Winning Ticket will not be accepted. Any transportation required for the Prize claimant (the "Claimant") to make delivery of the Winning Ticket shall be the Claimant's sole responsibility and will not be furnished by the Foundation. The Claimant must provide the Foundation with all information required to claim the Prize, including, without limitation, the original Winning Ticket (i.e., not a photocopy or photograph) with the winning raffle number visible, proof of identification, Social Security Number, and any other information requested by the Foundation. The Claimant will receive an Affidavit of Eligibility & Liability/Publicity Release, IRS Form W-9, IRS Form W-2G, and certain other required documents, to be determined in the sole discretion of the Foundation (collectively referred to as the "Claim Documents"), which must be completed, executed, and returned to the Foundation. In the event a Claimant: (a) does not notify the Foundation of a claimed Winning Ticket within the Claims Period; (b) is ruled ineligible for any reason; (c) refuses the Prize; or (d) does not return executed Claim Documents within the timeframe specified by the Foundation, the Prize will be forfeited and retained by the Foundation. The Foundation has no obligation to contact potential winners. Upon proper presentation and verification of the claimed Winning Ticket, verification of eligibility and compliance with these Official Rules, and execution of the Claim Documents, all as determined in the sole discretion of the Foundation, the Claimant shall be declared the winner of the applicable Drawing (the "Winner"). The Prize will be sent to the Winner via paper check within approximately thirty (30) days of the Winner delivering the Winning Ticket and executed Claim Documents to Foundation in accordance with the procedures listed herein. For security and safety reasons, no cash payments will be made to the Winner.

9. **Taxes:** All Winners will be subject to applicable IRS rules, regulations, and guidelines. If the Prize amount is $600.00 or more and at least 300 times the value of the Winner's individual Winning Ticket, the Foundation must complete and file IRS Form W-2G. If the Prize amount is $5,000.00 or more, the Foundation must complete and file IRS Form W-2G and withhold federal income tax of 24% from the Winner's proceeds. If the Prize amount is $600.00 or more and at least 300 times the value of the Winner's individual Winning Ticket, and if the Winner does not furnish a correct Taxpayer Identification Number, the Foundation must complete and file IRS Form W-2G and withhold federal income tax of 24% from the Winner's proceeds. Federal and state withholding laws are subject to change without notice. Winners who are nonresident aliens for tax purposes will be subject to all applicable withholding and reporting requirements. The withholding laws in effect at the time each Prize is claimed will be followed. Winners may waive the right to receive a Prize, at which time the Prize from that Drawing date will be forfeited, and proceeds will be reclaimed by the Foundation for charitable use.

10. **Tickets Are Not Tax Deductible**: 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 the Ticket does not qualify as a deductible charitable contribution.

11. **Transfer of Ticket:** Entrants may opt to give away their Tickets to another eligible person, but in doing so the Entrant waives any claim he/she might otherwise have to the Prize. Entrants may not re-sell their Tickets to other parties and may not give Tickets away to another for the purpose of allowing those other parties to re-sell such Tickets. All Tickets that have been re-sold in violation of these Official Rules are void. All individuals who re-sell, purchase, or receive Tickets in violation of these Official Rules will be ineligible to participate in the Raffle or to win a Prize. Transferred Prizes are bound by all the terms and conditions of these Official Rules. A Winner may transfer his/her Ticket to a third party provided that the following conditions are met: (a) the transferee would have otherwise been eligible to enter the Raffle; (b) the transferee shall be responsible for all taxes and costs associated with the Raffle and the Prize; and (c) the transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the Winner, including, without limitation, the requirement to provide the Claim Documents.

12. **Disclaimer:** The Foundation, in its sole and absolute discretion, reserves the right to disqualify any person tampering with the entry process, any Drawing, or who is otherwise in violation of the Official Rules. The Foundation further reserves the right to cancel, terminate, or modify the Raffle for any reason, including, without limitation, any Raffle that is not capable of completion as planned, infection by tampering, unauthorized intervention or technical failure of any sort, fraud, strike, lockout, labor disputes, pandemic (including, without limitation, COVID-19), act of God, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction.

The Released Parties are not responsible for: (a) Tickets that are stolen, lost, damaged, improperly issued, printed incorrectly, counterfeited, illegible, given away, altered, or subject to other deficiencies that may limit an Entrant's ability to participate in or win any Raffle; (b) Tickets or payments that are delayed, misdirected, undelivered, not fully captured, or garbled in an ISP, website, computer, telephone, cable or satellite modem or connection, handheld mobile device, or any other computer equipment or connection, whether or not caused by Entrant, site users, tampering, hacking, or by viruses, worms or malfunctions affecting network, server ISP, or any equipment or programming used in or associated with the Raffle;

and/or (c) any other errors of any kind, whether human, typographical, printing, mechanical, electronic, or technological in nature that relate to the Raffle, including, without limitation, errors in Raffle-related materials or in the administration of the Raffle, such as errors in processing Tickets, determining Winners, or announcing or delivery of Prizes; or any portion of the Raffle that is compromised. Released Parties make no warranty, guaranty, or representation of any kind concerning any Prize and expressly disclaim any and all implied warranties. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. **Release of Liability:** By entering, each Entrant agrees to (a) be bound by these Official Rules and (b) **INDEMNIFY, DEFEND, RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS** the Released Parties from any and all liability, damages, claims and causes of action (however named or described) with respect to or directly or indirectly arising out of (i) Entrant's participation in the Raffle, (ii) any typographical or other error in these Official Rules, (iii) the receipt and/or use of the Prize, (iv) any state, county, or federal taxes, fees and withholdings, and (v) breach of eligibility requirements or the Official Rules.

14. **Publicity Release:** Each Entrant grants to the Released Parties, with no obligation to compensate such Entrant or any other person in any way, the worldwide right in perpetuity to publish, reproduce, modify, display, distribute, license or otherwise use, commercially or otherwise (including in connection with any publicity, marketing or promotion), in any media now existing or later developed, Entrant's name and any photographs, videotapes, motion pictures, recordings, or other record of Entrant (each, a "Likeness"). Entrant's Likeness may be modified, copied and/or distributed by means of various media, including, but not limited to, the Toyota Center in-Arena scoreboard, news bulletins, mail outs, television, media broadcasts, billboards, signs, brochures, placement on the internet, or any other electronic delivery or publication. Entrant waives any right to inspect or improve the finished product, or any material in which the Released Parties will eventually use Entrant's Likeness. Further, Entrant's involvement in the Raffle may be captured on media and used by third parties, and the Released Parties shall have no control over (and shall have no obligation to control) the use of Entrant's Likeness by any such third parties.

15. **GOVERNING LAW; ARBITRATION:** The Raffle and these Official Rules shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **EACH ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Any dispute ("Dispute") directly or indirectly arising out of or related to these Official Rules, the relationship of Entrant and the Released Parties, and/or Entrant's participation in the Raffle will be settled by binding arbitration conducted in Houston, Texas, in accordance with the then-current JAMS Comprehensive Arbitration Rules & Procedures. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, waive, add to, or delete from the provisions of these Official Rules. The prevailing party in such arbitration shall be entitled to recover such prevailing party's costs and attorneys' fees related to the arbitration from the non-prevailing party, and the costs and expenses of the arbitrator shall be paid for by the non-prevailing party in the arbitration.

16. **Marketing Disclaimer**: By participating in the Raffle, each Entrant agrees to be bound by the NBA and WNBA's privacy policy located here: https://www.nba.com/privacy-policy. **Each Entrant**

agrees to receive communications from the Released Parties, subject to opting out when Entrant so desires. If Entrant provides a cell phone number, then Entrant consents to be contacted by the Released Parties using an auto-dialer for marketing purposes.

17. **Winners List:** For a list of Winning Tickets and Prize amounts for each Drawing, mail a self-addressed, stamped envelope to Clutch City Foundation, 1510 Polk Street, Houston, Texas 77002, Attn: 50/50 Raffle Winners. Requests must be received by June 30 of the then-applicable NBA season. Winning Ticket numbers will also be posted at www.Rockets.com/5050raffle.