

BROOKLYN NETS SMALL BUSINESS ASSIST CONTEST

OFFICIAL CONTEST RULES

1. Contest Description: The following terms and conditions (the “Official Contest Rules”) shall apply to the *Brooklyn Nets Small Business Assist* (the “Contest”). An individual who, during the Contest Period (as defined below), enters the Contest via the Contest entry form available via brooklynnets.com/fiverr will be provided with an opportunity to win: (i) \$1,500 to be used towards Fiverr products and services; (ii) one (1) minute of co-branded LED signage during one (1) Nets regular season home game; (iii) one (1) suite during one (1) Nets regular season home game; and (iv) one custom content piece provided by BKLYN (as defined below) (together, the “Prize”). All specifications related to the Prize shall be determined by Brooklyn Nets, LLC (“BKLYN”) and Fiverr International Limited (“FIL”) in their sole discretion.

ARV of the Prize: \$9,000

2. Contest Period: The Contest begins at 12:00 PM on January 15, 2020 and ends at 11:59 PM on March 30, 2020 (the “Contest Period”). Any entries received after the Contest Period shall be null and void, and ineligible for the Contest. BKLYN is not responsible for late, incomplete, or misdirected entries, nor is it obligated to publicly announce the Contest results.

3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Contest, an eligible entrant (“Entrant”) must enter via the Contest entry form available via brooklynnets.com/fiverr.

All entries, including, without limitation, become the exclusive property of BKLYN. By entering the Contest, Entrant, acknowledges and agrees that Entrant irrevocably transfers and assigns to BKLYN all right, title and interest, throughout the world, in and to Entrant’s entry and BKLYN shall have exclusive, unlimited ownership rights to all entries created and submitted to BKLYN in connection with the Contest, whether as individual items or as combinations of components. Entrant hereby agrees to give BKLYN all reasonable assistance and to execute all documents necessary to assist and/or enable BKLYN to perfect, preserve, register and record its rights in and to Entrant’s entry.

By entering the Contest, as described above, Entrant, consents (a) to being contacted by BKLYN and its affiliates; and (b) to be bound by, and comply with, all of the terms and conditions set forth in these Official Contest Rules.

Limit: One (1) entry per person during the Contest Period.

4. Eligibility: VOID WHERE PROHIBITED. At time of entry, an Entrant must be a small business located in New York, New Jersey or Connecticut. Contest is void (i) where prohibited or restricted by law and (ii) outside of the Brooklyn Nets local marketing territory (as defined in the NBA governing regulations). Employees, officers and directors (and their parents, siblings, spouses and children) of (a) BKLYN; (b) FIL, (c) their respective advertising and promotional agencies; and (d) their respective parents, subsidiaries or affiliates, are not eligible to participate in the Contest.

5. Selection of the Winners and Notification: Subject to the terms and conditions set forth herein, there will be three (3) Prize winners (each, a “Winner”). Each Prize Winner will be chosen by BKLYN and FIL from among all qualifying Entrants’ entries on the basis of Winner’s business excellence and vision,

resilience, uniqueness of service, and entrepreneurial spirit (as determined by BKLYN and FIL in their sole discretion). The Prize Winners will be chosen on or about each of January 27, 2020, February 24, 2020, and March 30, 2020.

Each Prize Winner will be notified by phone or email on or about the day following the date that he/she is selected. If a Winner either: (a) is unreachable; (b) does not make direct contact with BKLYN by the time specified in the notification message; (c) fails to accept the Prize; or (d) fails to sign BKLYN's standard Release, BKLYN reserves the right, in its sole and absolute discretion, to disqualify such Winner and, to select a replacement Winner from the remaining qualifying Entrants. BKLYN shall not be responsible for failed attempts to notify a Winner and no responsibility is assumed by BKLYN for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify such Winner. Odds of winning depend upon the number of eligible entries received.

6. Winner Verification: Upon the request of BKLYN, each Winner, as determined by BKLYN in its sole discretion, must sign and return the following documents: (a) an affidavit of eligibility; (b) a liability/publicity release in form and substance satisfactory to BKLYN and FIL; and (c) any other releases and waivers requested by BKLYN and/or FIL, releasing BKLYN and FIL from any and all liability, loss, claims, demands and causes of action for or related to personal injury, damage, theft, loss, or any other harm suffered in connection with the Contest or Prize. If any of the foregoing documents are not completed, signed, and returned prior to the time specified in the notification message, or if a Winner is deemed by BKLYN to be ineligible or not to have complied with these Official Contest Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining eligible entries, time permitting.

7. Prize Conditions, Terms and Restrictions: Only the Prize described in these Official Contest Rules shall be awarded and no substitutions, cash equivalents and/or redemptions shall be made, except that, in the event of Prize unavailability, BKLYN reserves the right to substitute the Prize with another prize of equal or greater value, in BKLYN's sole discretion. The Prizes cannot be transferred, assigned, or redeemed for cash. Unless otherwise set forth herein, each Winner shall be solely responsible for any and all costs not specifically described as part of the Prize, including any and all of his/her travel expenses and accommodations. All travel arrangements, if necessary, shall be made by the Winner.

Except where prohibited by law, Prize acceptance constitutes a release granting BKLYN, FIL, and their respective designees the right to use each Winner's names, likenesses, statements (if true), biographical information, voices, and cities and states of residence for advertising, marketing and publicity purposes on a worldwide basis (without review by each such Winner) and in all forms of media, without compensation, remuneration, or other authorization. BKLYN expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. BKLYN makes no representations or warranties in connection with the Prize. Restrictions, conditions and limitations apply.

8. Posting Terms and License to Use Entrant Personal Information: In order to promote, market and publicize the Contest, BKLYN, FIL, and their respective affiliates may require a license to use any and all information, materials and content submitted in the Contest including, but not limited to, each Entrant's name (and likeness), biographical information, and any other personal information submitted. Accordingly, by submitting an entry, each Entrant expressly grants to BKLYN a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however BKLYN may deem fit in its sole and absolute discretion, whether in connection with the Contest or otherwise, all content submitted in connection with an entry.

9. Contest Conditions: The Contest is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Contest or in these Official Contest Rules. Any violation of these Official Contest Rules may result in disqualification and any violation of these Official Contest Rules by any Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS BROOKLYN NETS, LLC, BROOKLYN EVENTS CENTER, LLC, BARCLAYS BANK PLC, THE NATIONAL BASKETBALL ASSOCIATION, FIVERR INTERNATIONAL LIMITED, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY OR PARTICIPATION IN THE CONTEST.

10. Limitations of Liability: BKLYN shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. BKLYN may prohibit an Entrant from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or BKLYN's representatives or employees. If, for any reason, the Contest is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of BKLYN which, in the sole opinion of BKLYN, corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, then BKLYN reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and select the Winners based on entries received prior to the action taken.

11. Claims/Choice of Law: (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of Entrants and/or BKLYN in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of New York. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of New York and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Contest or Official Contest Rules.

12. NBA Rules: The Contest and these Official Contest Rules are subject to all of the rules, regulations and agreements of the National Basketball Association (the "NBA") and its affiliated entities, as they presently exist or as they may, from time to time, be entered into, created, or amended, including, without limitation, any NBA new media or Internet related rules, regulations or agreements.

13. Winners List: For a copy of the name of the Winners, or a copy of the Official Contest Rules, send a postage paid, self-addressed envelope to:

Brooklyn Nets
Attn: David Estevez

168 39th Street, 7th Floor
Brooklyn, New York 11232

Requests must be received within thirty (30) days of the date the Contest officially ends.