MARRIOTT BROOKLYN NIGHT OUT OFFICIAL SWEEPSTAKES RULES

1. Sweepstakes Description: The following terms and conditions apply to that certain sweepstakes known as the Marriott Brooklyn Night Out Sweepstakes (the "Sweepstakes"). Individuals who, during the Sweepstakes Period (as defined below), complete and submit that certain Sweepstakes form available at www.barclayscenter.com, will be provided with an opportunity to win two (2) tickets to The Total Package Tour event which will be staged on June 27, 2017 at Barclays Center in Brooklyn, New York, and one (1) room for one (1) night at the New York Marriott at the Brooklyn Bridge in Brooklyn, New York on June 27, 2017 (particular tickets and hotel room to be determined by Brooklyn Events Center, LLC ("BEC") in its sole discretion) (the "Prize").

ARV of the Prize: \$750

- **2. Sweepstakes Period:** The "Sweepstakes Period" means the period of time beginning at 12:00 AM on June 19, 2017 and ending at 11:59 PM on June 25, 2017. In order to qualify, entries must be received during the Sweepstakes Period. Any entries received thereafter shall be null and void, and ineligible for the Sweepstakes. BEC is not responsible for late, incomplete, or misdirected entries, nor is it obligated to publicly announce the Sweepstakes results.
- 3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Sweepstakes, an eligible entrant ("Entrant") must, during the Sweepstakes Period, complete and submit that certain Sweepstakes form available at www.barclayscenter.com.

Limit: One (1) entry per person during the Sweepstakes Period. If an Entrant completes multiple entry forms, only the first entry will be considered. All entries become the property of BEC.

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

- **4. Eligibility: VOID WHERE PROHIBITED.** Entrants must be at least 18 years of age at the time of entry. Sweepstakes is void where prohibited or restricted by law. Employees, officers and directors (and their parents, siblings, spouses and children) of (a) BEC; (b) its advertising and promotional agencies; and (c) its respective parents, subsidiaries or affiliates, are not eligible to participate in the Sweepstakes.
- **5. Selection of the Winner and Notification:** Subject to the terms and conditions set forth herein, there will be one (1) Prize winner (the "<u>Winner</u>"), randomly selected from among all qualifying Entrants on or about June 26, 2017.

The Winner will be notified via phone call on or about June 26, 2017. If the Winner: (a) is unreachable; (b) does not make direct contact with BEC by the date specified in the notification message; or (c) fails to accept the Prize, BEC reserves the right, in its sole and absolute discretion, to disqualify such Winner and, to select a replacement Winner from the remaining qualifying Entrants. BEC shall not be responsible for failed attempts to notify the Winner and no responsibility is assumed by BEC for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winner. Odds of winning depend upon the number of eligible entries received.

6. Winner Verification: Upon the request of BEC, the Winner must sign and return the following documents: (a) an affidavit of eligibility; (b) a liability/publicity release in form and substance satisfactory

to BEC; and (c) any other releases and waivers requested by BEC, releasing BEC 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 Sweepstakes or the Prize. If any of the foregoing documents are not completed, signed, and returned prior to deadline noted therein, or if the Winner is deemed by BEC to be ineligible or not to have complied with these Official Sweepstakes 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 Sweepstakes Rules shall be awarded and no substitutions, cash equivalents and/or redemptions shall be made, except that, in the event of Prize unavailability, BEC reserves the right to substitute the Prize with another prize of equal or greater value, in BEC's sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. Unless otherwise set forth herein, the 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.

Except where prohibited by law, Prize acceptance constitutes a release granting BEC the right to use the 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 the Winner) and in all forms of media, without compensation, remuneration, or other authorization. BEC expressly disclaim any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. BEC 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 Sweepstakes, BEC and its respective affiliates may require a license to use any and all information, materials and content submitted in the Sweepstakes 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 BEC a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however BEC may deem fit in its sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry.
- 9. Sweepstakes Conditions: The Sweepstakes is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or in these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by any Winner will result in such Winner's disqualification as the Winner and all privileges as the 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, 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 SWEEPSTAKES-RELATED ACTIVITY OR PARTICIPATION IN THE SWEEPSTAKES.
- **10.** Limitations of Liability: BEC shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. BEC may prohibit an Entrant from participating in the Sweepstakes or winning the

Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or BEC representatives or employees. If, for any reason, the Sweepstakes 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 BEC which, in the sole opinion of BEC, corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, then BEC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select the Winner 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 Sweepstakes, 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 Sweepstakes Rules, or the rights and obligations of Entrants and/or BEC in connection with the Sweepstakes, 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 Sweepstakes or Official Sweepstakes Rules.
- **12. Winner List:** For a copy of the name of the Winner, send a postage paid, self-addressed envelope to:

Barclays Center Attn: Samson Feldman 15 MetroTech Center, 11th Floor Brooklyn, NY 11201

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