## OFFICIAL RULES LES SCHWAB VIRTUAL CAR RACE PROMOTION

- 1. NO PURCHASE NECESSARY TO PARTICIPATE OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.
- 2. ELIGIBILITY. The Les Schwab Virtual Car Race Promotion (the "Promotion") is open to persons who are 18 years of age or older, who are legal US residents residing in the state of Oregon or Washington, except employees of Les Schwab Tire Centers of Portland, Inc. ("Les Schwab"), Trail Blazers Inc. (which, together with Les Schwab, is referred to collectively herein as "Sponsor"), Rip City Management LLC, Rip City League LLC, Blazer5 Gaming LLC, the National Basketball Association, and its Member Teams, NBA Properties Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents, and any of their advertising or promotional agencies, or any business or entity involved in the development, production, implementation, administration or fulfillment of this Promotion, and their immediate family members (spouses, parents, siblings and children) and any persons domiciled with, such employees, are not eligible to participate or win.
- 3. PROMOTION; GAMES/RACES. The Promotion will begin on October 27, 2023 and will end with the final Race on March 23, 2024 and will consist of a virtual car race (each a "Race"), with one (1) Race to be held during each of the following six (6) Trail Blazers home games at the Moda Center in Portland, Oregon (exact time for each Race to be determined by TBI in its sole discretion based on each respective game's time-out allowance or designated half-time): 10/27/23 vs Orlando Magic; 12/17/23 vs Golden State Warriors; 1/14/24 vs Phoenix Suns; 2/23/24 vs Denver Nuggets; 2/27/24 vs Miami Heat; and the final Race to occur at the 3/23/24 vs Denver Nuggets (each a "Game"); the foregoing Game dates are subject to change based on TBI's reasonable discretion, game operations and availability to conduct the Promotion during any game; however, there will be a total of six (6) games and Promotions held during the above timeframe for which a Race will be conducted. There will only be one Race held per Game. Eligible persons in attendance at each of the applicable Games may participate in the respective Race and will be eligible to win a prize in the Promotion, as provided below.
- 4. PARTICIPATION; PRIZES; ODDS. To participate in a Race at a Game, eligible persons can use the Trail Blazers Mobile App ("TB App") to vote for one car from the three cars provided through the App and/or as shown on the Center Scoreboard screens that they think will win the virtual Race; voting closes at or about the start of the third Quarter of each respective Game, with each Race to be held prior to the end of such Game. Each participant that selects the winning car for their respective Race, such person will be entered for the chance to be selected by random drawing (each a "Drawing") which will be held two (2) business days after each respective Game as a potential winner of the applicable prize. The participant selected in each respective Drawing will only be considered as a potential winner until confirmation of eligibility and verification by Sponsor, including compliance with the requirements of these Official Rules and return of all completed documentation required by Sponsor. Each confirmed Race winner will be awarded a prize of a Portland Trail Blazers custom jersey (exact style and size of jersey to be determined by Sponsor at time of award). Approximate retail value ("ARV") of each jersey prize is \$150.

Each participant who successfully selected the winning car in any Race during the Promotion (excluding the individual Game Race winners) will also be entered in a final random drawing to be held on or about April 1, 2024 for the chance to be selected as a potential winner of the grand prize of a Portland Trail Blazers jersey autographed by a then-current Blazers player (exact player autograph to be determined at time of award based on roster and availability)(the "Grand Prize"). The ARV of the Grand Prize is \$150.

ARV of Grand Prize jersey reflects unautographed merchandise; actual retail value of hand-signed merchandise is subject to fluctuation based on the featured NBA player and the then-current market value of such autograph at the time prize is awarded. There are a total of six (6) custom jerseys and one (1) Grand Prize jersey available for award in this Promotion. LIMIT OF ONE PRIZE PER PERSON IN THE PROMOTION.

Prizes have no cash value, no substitution, cash equivalent or transfer of any prize will be permitted except at Sponsor's sole discretion to offer a prize of comparable or greater value. Odds of winning a Game Race prize will depend on the number of eligible participants who select the correct winning car in each respective Race and odds of winning the Grand Prize depend on the cumulative total number of participants who selected the winning car during each Game in the Promotion.

- 5. WINNER NOTIFICATION AND ACCEPTANCE. Potential winners will be notified by telephone and/or e-mail as provided through their method of participation within forty-eight (48) hours after the respective Race or, as provided above, for which such participant's name was randomly drawn and confirmed to be eligible to win the Grand Prize. In the event contact with a potential winner is not confirmed within forty-eight (48) hours of attempted notification, or if a potential winner declines the prize, another qualifying participant from the Promotion will be randomly chosen as a potential winner. A potential winner may waive their right to receive the prize. Sponsor reserves the right to confirm a winner to two (2) additional attempts, after which the prize may not be awarded or awarded to an eligible person in the final drawing, as determined by Sponsor in its sole discretion. Each confirmed winner will be solely responsible for reporting and payment of any federal, state, local, and municipal taxes relating to acceptance of the prize. Winner acknowledges and agrees that the prize or any portion thereof awarded is personal to such winner and may not be sold, resold, auctioned, bartered, assigned exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. A violation of these restrictions shall revoke such winner's license, and the prize will not be honored.
- 6. PARTICIPATION. By participating in the Promotion, each participant agrees to follow and be bound by these Official Rules and the decisions of Sponsor and hold harmless and indemnify Les Schwab Tire Centers of Portland, Inc., Trail Blazers Inc., Rip City Management LLC, Rip City League LLC, Blazer5 Gaming LLC, the National Basketball Association and its Member

Teams, NBA Properties, Inc., the City of Portland, and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) participant's participation, or (ii) the receipt or use of the prize, or any portion thereof, awarded in the Promotion. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Promotion as solely determined by Sponsor. In the event the Promotion is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Promotion, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Promotion. Should the Promotion be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the qualifying participants in any Promotion occurring before the termination date.

Sponsor will not be responsible for any failure to access the Promotion in the TB App or interruption of any kind during any Race in the Promotion due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with participant or Sponsor. For purposes of this Promotion, an e-mail or phone account holder shall mean the natural person assigned to such respective account by the Internet access provider, online service provider, phone service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account or phone account. Any questions regarding the owner of an e-mail or phone account shall be determined by Sponsor in its sole, reasonable discretion, and Sponsor reserves the right to disqualify any persons determined to be tampering with or abusing any aspect of the Promotion.

Except where prohibited, participation in the Promotion, including acceptance and use of any prize, constitutes each participant's consent to the publication, dissemination and use of such person's name, photograph, image, likeness and voice by Les Schwab Tire Centers of Portland, Inc., Trail Blazers Inc., Rip City Management LLC, Rip City League LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, subsidiaries and affiliates in any media, at any time, for any purpose into perpetuity without any additional compensation to, permission from or inspection by such participant.

- 7. LIMITATIONS OF LIABILITY. By participating in the Promotion, each participant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating the Promotion, but in no event attorney's fees; and (iii) under no circumstances will any participant be permitted to obtain any award for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.
- 8. CONSTRUCTION. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules or provisions (whether of Oregon, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Oregon. The invalidity or unenforceability of any provision of these rules shall not affect the invalidity or unenforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- **9. SPONSOR**. The Les Schwab Virtual Car Race Promotion is co-sponsored by Les Schwab Tire Centers of Portland, Inc., whose address is 20900 Cooley Rd., Bend, OR 97701, and Trail Blazers Inc., whose address is One Center Court, Ste. 200, Portland, OR 97227. Sponsor's decisions regarding the selection of any potential winner and any other aspect of the Promotion shall be final and binding in all respects.
  - By participating in any Race in the Promotion, each participant is voluntarily providing contact information to Sponsor, which includes such entrant's/participant's direct consent to provide such information to Les Schwab Tire Centers of Portland, Inc., Trail Blazers Inc., and any of their respective designees and/or the applicable third-party fulfillment company, and accepts and agrees to be bound by Sponsor's decisions regarding the selection of any potential contestant and any other aspect of the Promotion, which in each instance shall be final and binding in all respects. Sponsor will not be responsible for any digital, typographical, printing or other inadvertent errors in these Official Rules or in any other materials relating to the Promotion. Sponsor reserves the right to modify or update these Official Rules without notice at any time during the Promotion, as may be deemed necessary or required, as determined in Sponsor's sole and reasonable discretion.
- 10. QUESTIONS; NAMES OF WINNERS. For timely answers to any questions regarding the Promotion please send an email to the Trail Blazers business office at <a href="www.nba.com/blazers/contact-us">www.nba.com/blazers/contact-us</a>, using the subject "Les Schwab Virtual Car Race Promotion Questions" and provide your name, phone number, and your question relating to the Promotion; emails must be received no less than two (2) days prior to the respective Game date (as provided above) to allow for the answer to be provided in time for participation in the respective Race.

For the names of the winners (available after April 1, 2024), please send your request postage paid, including a self-addressed stamped envelope, to Sponsor at: "Les Schwab Virtual Car Race Promotion Winners Names," Trail Blazers Inc., One Center Court, Suite 200, Portland, OR 97227, or by email to <a href="www.nba.com/blazers/contact-us">www.nba.com/blazers/contact-us</a>, using the subject line Les Schwab Virtual Car Race Promotion Winners Names." All requests for the names of the winners must be received by May 30, 2024.