

THE PLAYERS VOICE AWARDS NEXTGEN CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

PROMOTION DESCRIPTION: This is a Two-Part Promotion, consisting of (i) an essay, photo and/or video skill contest and (ii) a public-vote contest (the “Contest” or “Promotion”). The Promotion is named **The Players Voice Awards NextGen Contest** and will take place from **July 26, 2021 to September 1, 2021**. The intent of the Contest is to invite participants to submit an essay, photo and/or video into one of the six (6) skill categories, as defined below (each, a “Category”), describing/showing how he/she represents that Category (the “Entry”). Each Entry must clearly reflect the judging criteria, as defined below. The Contest will include a round of judging to determine five (5) finalists per Category (the “Finalists”), and a round of public voting to determine one (1) winner per Category (each, a “Grand Prize Winner”), as further described herein.

By participating in the Promotion, each participant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of National Basketball Players, Inc. d/b/a THINK450 (the “Sponsor”) and US Sweepstakes & Fulfillment Co. (the “Contest Administrator”), which shall be final and binding in all respects.

ELIGIBILITY: The Promotion is open to legal residents of the 50 United States (excluding California), including the District of Columbia, who are age 14-18 at the time of entry and legal residents of California who are age 16-18 at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of the Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Promotion is subject to all applicable federal, state and local laws and regulations.

TIMING: The Promotion begins at 12:00:01 AM Eastern Time (“ET”) on Monday, July 26, 2021 and ends at 11:59:59 PM ET on Wednesday, September 1, 2021 (the “Promotion Period”) and consists of four (4) periods: the Contest Entry Period, Judging & Finalist Determination Period, Contest Finalist Confirmation Period, and Public Voting Period as defined in the chart below. The Sponsor’s computer is the official timekeeping device for this Promotion.

Periods	Start Time	End Time
Contest Entry Period	July 26, 2021 @ 12:00:01 AM ET	August 13, 2021 @ 11:59:59 PM ET
Judging & Finalist Determination Period	July 26, 2021	August 16, 2021

Contest Finalist Confirmation Period	August 16, 2021	August 19, 2021
Public Voting Period	August 20, 2021 @ 12:00:01 AM ET	September 1, 2021 @ 11:59:59 PM ET

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):

- **Grand Prize:** Six (6) Grand Prizes will be available to be won, one (1) per Category. Each Grand Prize consists of:
 - Admission for winner to the virtual Players Voice Awards NextGen Award ceremony on September 10, 2021 (the “Event”); and
 - An NBPA gift package (contents to be determined by Sponsor in its sole discretion.
 - In the Event does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor’s sole responsibility will be to award the remaining portion of the Grand Prize and no additional substitution or compensation will be provided..

The total ARV of the Grand Prize is: \$25 each

The total ARV of all prizes to be awarded: \$150.

THE CONTEST ENTRY PERIOD & HOW TO ENTER THE CONTEST: The Contest Entry Period begins at 12:00:01 AM ET on Monday, July 26, 2021 and ends at 11:59:59 PM ET on Friday, August 13, 2021. During the Contest Entry Period, eligible participants must visit www.nbpa.com/pva-next-gen (the “Promotion Website”), select which Category he/she would like to enter, complete the entry form in its entirety including his/her name, address and email and his/her parent’s name and email along with the required essay, photograph or video required for the Category (each, an “Essay”, “Photo” or “Video”, respectively) describing/showing how he/she represents the Category Theme (each, a “Submission”), as described in the Category and Requirements chart below, and submit to receive one (1) entry into the Contest for that Category (each, an “Entry”). By submitting a Video link using YouTube, entrant agrees to the YouTube [Community Guidelines](#) and [Terms of Service](#). **This Contest is in no way sponsored, endorsed or administered by, or associated with, YouTube.**

Category	Category Theme	Submission Requirements
Locksmith	Do you block shots, take charges or shut your rival down with your on-ball defense?	Submit a video not to exceed 1-minute showing your lockdown defense in action and an essay not to exceed 280 characters describing why you deserve to win the title for Locksmith.
Mr./Ms. Clutch	This award is for buzzer beating, shot clock killers, your team’s go-to when the pressure is on.	Submit video not to exceed 1-minute describing your hardwood heart breaks and an essay not to exceed 280 characters describing why you deserve to win the title for Mr./Ms. Clutch.
Best Signature Move	The Skyhook, Fadeaway and Stepback are all moves made famous	Submit a video not to exceed 1-minute showing your best move and an essay

	by NBPA members. If you've got a move that breaks ankles and elicits "oohs" from the sidelines, this is the award for you.	not to exceed 280 describing why you deserve to win the title for Best Signature Move
People's Champ	This award is for players who give as much off the court as they do on the court, working to make their communities better through service and advocacy.	Provide an essay not to exceed 450 characters describing examples of times you've given back to your team, your school, or your community and showed your love for the game on and off the court and an essay not to exceed 280 characters describing why you deserve to win the title for People's Champ.
Backbone	This award is for players who keep the team together and motivated after a hard loss and balanced after a big win. This award is for the heart of the team – the player who has an unmatched love for the game whether he/she is a start or the sixth man/woman.	Provide an essay not to exceed 450 characters describing examples of times you've motivated your team and showed your love for the game on and off the court and an essay not to exceed 280 characters describing why you deserve to win the title for Backbone.
Sneaker Champ	Do you think you have the best sneaker collection on your team?	Submit a photograph not to exceed 20 MB and an essay not to exceed 280 characters explaining why you deserve to win the title of Sneaker Champ.

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

All Entries must be received between Monday, July 26, 2021 at 12:00:01 AM ET and Friday, August 13, 2021 at 11:59:59 PM ET. Each Entry must include an original Essay, Photo or Video. Entries submitted with a Photo or Video that has already been submitted will be disqualified.

For the avoidance of doubt, uploading a Photo or Video to Facebook or Instagram alone will NOT result in an entry into the Contest. Once an Entry is submitted it cannot be modified by an Entrant. Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted.

Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://nbpa.com/privacypolicy>. The Sponsor reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning.

ENTRY REQUIREMENTS & CONDITIONS: All Entries must comply with the following minimum guidelines to be eligible:

- Entrant should be the primary subject of the Photo/Video. No other individuals may appear in the Photo/Video, without express permission. If Photo/Video features a minor other than entrant under the age of majority in his/her state of residence, entrant must obtain written permission from the minor's legal guardian.
- Essays/Photos/Videos must conform to the format and size requirements and limitations of the Promotion Website and YouTube and as outlined in each Category's Submission Requirements.
- Entrant must be a registered user of YouTube to submit a Video and must comply with YouTube's [Terms of Service](#).
- Entry cannot contain content that is irrelevant to the purpose of the Contest.
- Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Essay/Photo/Video must be original.
- No duplicate Essays, Photos, Videos or substantially similar Essays, Photos or Videos, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Photo or Video taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo or Video from the photographer and/or videographer.
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot promote alcohol, illegal drugs or tobacco.
- Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Essay, Photo, Video, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, which includes an Essay, Photo or Video.

By submitting an Entry, Entrant warrants and represents that: (a) Entry, Essay, Photo and Video do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Photo or Video; (c) Entrant owns all rights to the Essay/Photo/Video, including

without limitation, copyrights, and has received prior written permission from a third party if any Photo/Video was photographed/recorded by someone other than the Entrant him/herself; and (d) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Promotion.

ENTRIES POSTED TO THE PROMOTION WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

JUDGING & FINALIST DETERMINATION: The Judging & Finalist Determination Period will be completed on August 16, 2021. All eligible Entries received during the Contest Entry Period will be judged by a panel appointed by the Sponsor, who shall use the criteria set forth below for the corresponding Category:

Locksmith Category Criteria:

- A. Athleticism (50%)
- B. Hustle (50%)

Mr./Ms. Clutch Category Criteria:

- A. Athleticism (50%)
- B. Ability to perform under pressure (50%)

Best Signature Move Category Criteria:

- A. Style (40%)
- B. Athletic Ability (30%)
- C. Creativity (30%)

People's Champ, Backbone and Sneaker Champ Category Criteria:

- A. Player's ability to demonstrate impact beyond the court (25%)
- B. Originality (25%)
- C. Grammar (25%)
- D. Clarity of expression (25%)

The five (5) Entries that receive the highest total score based on the judging criteria within each Category will each be deemed a potential finalist. In the unlikely event of a tie, the tied Entry with the highest score in Criterion A, will be deemed the potential finalist. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the potential finalists from among the tied entries, the highest scores in each of Criteria B through D, in sequence (to the extent needed and as applicable) will determine the potential finalists. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above.

CONTEST FINALIST CONFIRMATION PERIOD & FINALIST ACCEPTANCE: Potential finalists will be contacted by the Contest Administrator by email and/or phone on/around August 16, 2021 and will be required to sign and return an Affidavit of Eligibility & Publicity/Liability Release (the "Releases") within twenty-four (24) hours of notification to be declared a verified finalist (a "Finalist") and continue on to the Public Voting Period. Noncompliance will result in disqualification and, time permitting, the Entrant with the

next highest judging score may be deemed a potential finalist. Fewer than five (5) Finalists may continue on to the Public Voting Period in any given Category without liability to the Sponsor or its designees of any kind. If a potential Finalist is otherwise eligible under these Official Rules but is nevertheless deemed a minor in his or her state of primary residence, the potential finalist's parent or legal guardian will be required to execute and return the Releases on minor's behalf.

PUBLIC VOTING PERIOD: Starting at 12:00:01 AM on August 20, 2021, the five (5) Finalists per Category will be posted to the Promotion Website for public voting. Voting is open to legal residents of the 50 United States, including the District of Columbia, who are age 14 or older at the time of entry.

To submit a vote a, eligible voters (each, a "Voter") must visit the Promotion Website, view the Finalist Entries for a Category, and decide which Finalist Entry he/she likes the best, and follow the instructions to vote for that Finalist Entry (the "Vote"). A Finalist may submit a Vote for his/her own Entry. Voters are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy.

There is a limit of one (1) Vote per person per email address per Category during the Public Voting Period. All Votes must be received between 12:00:01 AM PT on Friday, August 20, 2021 and 11:59:59 PM PT on Wednesday, September 1, 2021.

Votes become sole property of Sponsor and none will be acknowledged or returned. Nothing in these Official Rules shall obligate Sponsor to publish or otherwise disclose any Vote submitted in connection with this Promotion. Multiple Voters are not permitted to share the same email address.

Any attempt by a Finalist or any other person to gain Votes for themselves or any Finalist by promising a benefit to the Voter or any other person, including the use of sites such as Vote Exchange or other similar social media sites, may subject the Finalist and Voter to disqualification in the sole discretion of the Sponsor. Voters and/or Finalists who spam or create false accounts for the purpose of casting Votes (or otherwise undertake any act intended to manipulate or undermine the integrity of the Promotion) may have their Finalist Entry and/or Votes disqualified. Decisions of the Sponsor are final relating to all aspects of the voting process and results. The Sponsor may disqualify any Finalist, Entry, Vote, Voter or related parties who violate or is suspected of violating any of the terms and conditions of the Promotion or these Official Rules.

GRAND PRIZE WINNER DETERMINATION, NOTIFICATION & GRAND PRIZE ACCEPTANCE

REQUIREMENTS: The Finalist who receives the most Votes during the Public Voting Period for each Category will be deemed a potential Grand Prize Winner. In the event of a tie, the tied Finalist with the highest overall judging score from the Judging & Finalist Determination Period will be deemed the potential Grand Prize Winner.

The potential Grand Prize Winner will be notified on or about Thursday, September 2, 2021 via email and/or phone, and will be required to sign and return, within seventy-two (72) hours of notification, the Releases. Noncompliance will result in disqualification and the Finalist who received the next highest number of Votes will be deemed the potential Grand Prize Winner and will notified. The Grand Prizes will be awarded within approximately five (5) days after winner verification.

If the Grand Prize Winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in his or her state of primary residence, the Grand Prize will be awarded in the name of winner's

parent or legal guardian who will be required to execute and return the Releases and W-9 on minor's behalf. Non-winning Finalists will not be notified.

PRIZE CONDITIONS: If any notification or prize is returned as undeliverable, or if potential finalist or winner is found to be ineligible or not in compliance with these Official Rules he/she will be disqualified.

Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use Finalists/Winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

By accepting to be a Finalist and/or Grand Prize, you further agree to release the Released Parties from any and all liability, loss or damage of any kind arising out of or in connection with your participation in this Promotion or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Promotion and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL: Participating Entrants and Voters agree to these Official Rules and the decisions of the Administrator and the Sponsor, and release and hold the Sponsor, the Administrator, YouTube and their affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Promotion, and the acceptance and use/misuse of the prize offered. Entrants waive all rights to claim punitive, incidental and consequential damages. Finalists/Winners assume all liability for any injury or damage caused or claimed to be caused by participation in this Promotion or the use/misuse or redemption of a prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of any prize.

No confidential relationship is established by any Entrant or Voter and the Sponsor as a result of participating in the Promotion. None of the information submitted by the Entrant or Voter will be treated as trade secrets, confidential information or as protected data.

Although subsequent attempts to submit an Entry or Vote may be received, only the first complete Entry/Vote received from a particular Entrant/Voter will be eligible, subject to the limits stated herein;

subsequent attempts by the same person to Enter/Vote, including entries/votes submitted with an alternate email address, or identity will be disqualified.

In the event of a dispute over the identity of an entrant or voter, submission will be deemed submitted by the "Authorized Account Holder" of the email address submitted by the Entrant/Voter or the Instagram account from which the entry is submitted. Authorized Account Holder means the natural person to whom the email address is registered. Any entrant, voter or potential winner may be required to show proof of being the authorized account holder to Sponsor's satisfaction. Entry materials/data or Vote materials/data that have been tampered with or altered, or mass entries/votes or entries/votes generated by a script, macro or use of automated devices are void. The Released Parties, are not responsible for: (i) lost, late, misdirected, damaged or illegible entries/votes; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive submission information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's, voter's or any other person's computer related to or resulting from participating in the Promotion. By participating in the Promotion, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Promotion. Failure to comply with these Official Rules may result in disqualification from the Promotion. Sponsor reserves the right to: (i) permanently disqualify from any Promotion it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw any method of entry or voting mechanism if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Promotion).

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect Entries/Votes or individuals from the Contest and any Promotion it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) determine Finalists/award the prize(s) from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS,

CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS, OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S), OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

If, for any reason, the Promotion is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes whether or not beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor is not responsible if the Promotion cannot be implemented or prizes cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Sponsor also reserves the right in its sole discretion to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the Entry or Vote process or the operation of the Promotion. Sponsor reserves the right to disqualify any Entrant or Voter at any time during the Promotion Period that may be found ineligible.

In the event any participant engages or has engaged in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that tends to annoy, abuse, threaten, disparage or harass any other person or company including the Sponsor or is otherwise inappropriate, the Sponsor reserves the right to disqualify the Entrant, Voter or winner and void any Entries or Votes of said person.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES

MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in New York, NY and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in New York, NY. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in New York, NY. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Contest Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://nbpa.com/privacypolicy>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.nbpa.com/pva-next-gen or send a self-addressed, stamped envelope by September 2, 2021, to: **The Players Voice Awards NextGen Contest** Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after 09/02/21), send a stamped, self-addressed envelope (no later than 09/30/21), to: **The Players Voice Awards NextGen Contest** Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: National Basketball Players, Inc. d/b/a THINK450, 1133 Avenue of the Americas, New York, NY 10036.

ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

Void outside the US, in Puerto Rico, and wherever else prohibited by law.

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