

# NEW YORK OPEN TENNIS CAN TENNIS BALL GUESS CONTEST

## OFFICIAL CONTEST RULES

**1. Contest Description:** The following terms and conditions (the “Official Contest Rules”) shall apply to the New York Open Tennis Can Tennis Ball Guess Contest (the “Contest”). An individual who, during the Contest Period (as defined below), submits a form via texting a number provided by NEC (as defined below) with their guess of how many tennis balls are in the can (each such entry, an “Entry”), will be entered into a pool of Entrants (as defined below) and provided with an opportunity to win the following (collectively, a “Prize”): Two (2) tickets to one (1) 2019 New York Open session and one (1) \$10 Starbucks gift card (all specifications related to such tickets, prizes shall be determined by Nassau Events Center, LLC (“NEC”) in its sole discretion).

ARV of the Prize: \$80

In addition to a Prize, each Winner (as defined below), shall have an opportunity to win the follow (collectively, the “Grand Prize”): Two (2) VIP Level seats to all 2019 New York Open evening sessions, one (1) \$50 Starbucks, and one (1) meet and greet with an ATP player (all specifications related to such tickets and meet and greet shall be determined by NEC in its sole discretion).

ARV of the Grand Prize: \$4,000

**2. Contest Period:** The Contest begins at 10:00 AM on November 21, 2018 and ends at 11:59 PM on January 6, 2019 (the “Contest Period”). Any entries received after the Contest Period shall be null and void, and ineligible for the Contest. NEC 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 submit a form via text to NEC with Entrant’s guess of how many tennis balls are in the designated can at Simon Mall at 630 Old Country Rd., Garden City, NY 11530. On or about January 7, 2019, the location of the designated can will move to NYCB Live, Home of Nassau Veterans Memorial Coliseum. Anyone who wishes to submit an entry after the designated can move may do so by viewing the designated can at NYCB Live, Home of Nassau Veterans Memorial Coliseum and submitting the form referenced above, or view a picture of the can that will be located at Simon Mall through the duration of the Contest and submit the form referenced above.

All entries, including, without limitation, all Entries, become the exclusive property of NEC. By entering the Contest, Entrant acknowledges and agrees that Entrant irrevocably transfers and assigns to NEC all right, title and interest, throughout the world, in and to Entrant’s Entry and NEC shall have exclusive, unlimited ownership rights to all Entries created and submitted to NEC in connection with the Contest, whether as individual items or as combinations of components. Entrant hereby agrees to give NEC all reasonable assistance and to execute all documents necessary to assist and/or enable NEC 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 NEC 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 18 years or older. Contest is void where prohibited or restricted by law. Employees, officers and directors (and their parents, siblings, spouses and children) of (a) NEC; (b) its advertising and promotional agencies; and (c) 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 seven (7) Prize winners (each, a “Winner”) selected from among all qualifying Entrants during that respective week on or about November 26, 2018; December 3, 2018; December 10, 2018; December 17, 2018; December 24, 2018; January 2, 2019; and January 7, 2019. Each Winner will be chosen from among all qualifying Entrants’ Entries, based on which Entrant was closest to guessing the actual amount of tennis balls in question during that respective week (e.g., if an Entrant submits his or her Entry on November 25, 2018 and isn’t selected as a Winner on November 26, 2018, such Entrant will not be considered among the Entries for the following week’s selection on December 3, 2018).

Each Prize Winner will be notified by phone or email on or about November 26, 2018; December 3, 2018; December 10, 2018; December 17, 2018; December 24, 2018; January 2, 2019; and January 7, 2019, respectively. If a Winner either: (a) is unreachable; (b) does not make direct contact with NEC by the time specified in the notification message; (c) fails to accept the Prize; or (d) fails to have his/her parent/guardian sign NEC’s standard Release, NEC reserves the right, in its sole and absolute discretion, to disqualify such Winner and, to select a replacement Winner from the remaining qualifying Entrants. NEC shall not be responsible for failed attempts to notify a Winner and no responsibility is assumed by NEC 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.

There will be one (1) Grand Prize winner, who shall be selected from among all qualifying Winners on or about January 10, 2019. The Grand Prize winner shall be the Winner who is closest to guessing the actual amount of tennis balls in the can. The Grand Prize winner will be notified by phone or email on or about January 10, 2019.

**6. Winner Verification:** Upon the request of NEC, each Winner 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 NEC; and (c) any other releases and waivers requested by NEC, releasing NEC 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 NEC 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 Prizes 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, NEC reserves the right to substitute the Prize with another prize of equal or greater value, in NEC’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 shall be made by the Winner.

Except where prohibited by law, Prize acceptance constitutes a release granting NEC and its 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. NEC expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. NEC 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, NEC and its 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 NEC a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however NEC 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 NEC EVENTS CENTER, LLC, GF SPORTS WINTER TENNIS, LLC, 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:** NEC shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. NEC 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 NEC'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 NEC which, in the sole opinion of NEC, corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, then NEC 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 NEC 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. 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:

Nassau Events Center, LLC  
Attn: Erin Nourijanian  
1255 Hempstead Turnpike  
Uniondale, New York 11553

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