

WNBA TOP SHOT ACCESS UNLOCKED CONTEST

Official Rules

This Promotion may be modified, canceled, or postponed by Sponsor at any time in its sole discretion.

ARBITRATION NOTICE: THE GENERAL NBA TOP SHOT TERMS OF USE SET FORTH [HERE](#) (THE "GENERAL TERMS") CONTAIN AN ARBITRATION PROVISION (SEE SECTION 15 OF THE GENERAL TERMS). PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY, SINCE IT AFFECTS YOUR RIGHTS. BY USING THE APP OR ANY PART OF IT, INCLUDING YOUR CONTEST ENTRY ("ENTRY") AND PARTICIPATION IN THIS CONTEST, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THE GENERAL TERMS.

The **WNBA Top Shot Access Unlocked Contest** (the "Contest") starts on **August 29, 2022 at 9:00 AM ET** and ends on **September 6, 2022 at 12:00 PM ET** (the "Contest Period").

ELIGIBILITY: The Contest is open to NBA Top Shot users (as defined as a user with an account at www.nbatopshot.com, and a valid email address associated with that account) and who are of the age of majority in the jurisdiction of their residence. Employees of Dapper Labs Inc. ("Sponsor", "we", or "us"), the NBA Entities (defined as NBA Properties, Inc., the National Basketball Association (the "NBA"), NBA Media Ventures, LLC and the NBA member teams (collectively, the "NBA Entities"), WNBA Enterprises, LLC, the Women's National Basketball Association (the "WNBA"), and its and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate families (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to win. Void where prohibited by law. The Contest is subject to all applicable federal, provincial, state, and local laws. You can obtain an NBA Top Shot account for free by signing up at www.nbatopshot.com.

PRIZE: Sponsor will award the top five (5) users of each Conference Champion's respective Leaderboard, as determined by a snapshot taken at the conclusion of the Contest Period with two (2) tickets to Game 4 of the 2022 WNBA Finals including up to \$3500 total value in airfare, accommodations and special activities for the winner and one (1) guest (each, a "Prize"). The approximate retail value ("ARV") for the Prize is \$4000. There will be 10 total winners and the total ARV for the promotion is \$40,000. All amounts are stated in US Dollars. In the event that Game 4 of the 2022 WNBA Finals does not occur, Sponsor reserves the right to exchange the Prize with tickets, accommodations, and activities for the 2023 WNBA Season Opener.

HOW TO PARTICIPATE: To earn points on the Leaderboard, you must lock your WNBA Top Shot Moments. Additional information on how Leaderboards work and how to lock your Moments can be found [here](#). As described above, the top five (5) users of each Conference Champion's respective Leaderboard at the conclusion of the Contest Period will be awarded with a Prize.

WINNER NOTIFICATION: Each potential Prize winner will be notified by email. The potential Prize winner must then respond to Sponsor within 24 hours to acknowledge receipt of the notification. The inability to contact, or receive a response from, a potential winner through email may result in disqualification and, at Sponsor's discretion, the awarding of the applicable Prize to an alternate potential winner in a random drawing from among all remaining entries for the drawing at issue. The Released Parties (defined below) are not responsible for any delay or failure for a potential winner to receive notification from Sponsor, or for Sponsor to fail to receive a potential winner's response, for any reason, including inactive account(s), technical difficulties associated therewith, or a potential winner's failure to adequately monitor any account. The Released Parties are not responsible for communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an entrant's email account to receive email messages. The Released Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. **In the event that a proof of full vacation against COVID-19 is required in order to meet travel requirements (e.g. proof of full vaccination against COVID-19 to enter Canada), you must, at the time you acknowledge receipt of the notification that you have been selected as a potential Prize Winner, provide sufficient evidence to prove your ability to meet the travel requirements for both you and your guest. If you cannot provide sufficient proof, as determined by the Sponsor, in its sole discretion, you will forfeit your selection as the potential Prize winner, and Sponsor will have the right to award the Prize to another eligible participant, without any compensation to you.** Any Canadian resident selected to win a Prize must correctly answer a time-limited math skill-testing question, in addition to otherwise satisfying all other Contest requirements, in order to be confirmed as a Prize winner. **To be eligible to receive the Prize, an entrant must pass identity verification and background check, as initiated by the Sponsor within 24 hours after such verification and checks have been initiated.** Once you have won a Prize, you will not be eligible to win any additional Prizes for this Contest; if you are randomly selected to win more than one Prize, you acknowledge that any such Prizes will be deemed forfeited, and that Sponsor will give those Prizes to other, randomly-selected winners.

PRIZE CONDITIONS: Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Sponsor will not reimburse or refund purchases made by entrants that were not awarded a Prize. Winners may not substitute Prizes, but we reserve the right, at our sole discretion, to substitute any element of any Prize with another element of comparable or greater value. Winner is responsible for all applicable federal, provincial, state and local taxes, if any, as well as any other costs and expenses otherwise associated with accepting or using any Prize. Winner may be required to provide certain information for regulatory purposes such as the winner's social security number, if applicable on IRS W-9 for tax reporting purposes, and winner will receive an IRS Form 1099-MISC for the ARV of the Prize. Sponsor will not be required to award more prizes than the number of available prizes set forth in these Official Rules, if applicable. Winners of any Prizes will need to comply with the laws, rules and regulations associated with attending the applicable game, and the applicable stadium at issue and applicable country. Neither Sponsor nor any Released Party will be liable for any such costs or expenses, or for any failure of a winner to be admitted to (or for being removed from) any NBA playoff game for failure to comply with applicable rules or regulations.

GENERAL CONDITIONS: LIMITATION of Liability: By participating in the Contest, each entrant agrees: (a) to abide by these Official Rules, [NBA Top Shot Terms of Use](#), [Dapper Service Terms of Use](#) and the decisions of Sponsor, which shall be final and binding in all

respects relating to this Contest; (b) that failure to meet any of the conditions contained herein or in the NBA Top Shot Terms of Use, or Dapper Service Terms of Use may result in eligibility, at the sole discretion of the Sponsor; (c) to release, discharge and hold harmless Sponsor, the NBA Entities, and the National Basketball Players Association, collectively with its subsidiaries and each of their respective officers, members, directors and employees (the "NBPA Entities"), WNBA Enterprises, LLC, the Women's National Basketball Association (the "WNBA") and their and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize; and (d) to the use of his/her name, voice, performance, photograph/video, image and likeness for programming, advertising, publicity and promotional purposes in any and all media (including digital media), now or hereafter known, worldwide and in perpetuity by Sponsor, the NBA Entities, the NBPA Entities, and its and their designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrants also agree not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

PUBLICITY RIGHTS: Entrants in this Contest agree that Sponsor and the NBA Entities, and their designees and assigns have the perpetual right to the use of his/her/their name, voice, performance, photograph/video, image and likeness for programming, advertising, publicity and promotional purposes in any and all media (including digital media), now or hereafter known, worldwide and in perpetuity by Sponsor and the NBA Entities, and their designees and assigns, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

OWNERSHIP/USE OF ENTRIES: By submitting an Entry, each entrant agrees Sponsor shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees and assigns may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

SPECIAL COVID-19 NOTICE: Entrants fully understand that (a) the novel coronavirus SARSCoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including protocols that will be implemented from time to time by Event venue can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; (d) other persons traveling to and/or from the Event and attending the Event may not be fully vaccinated against the COVID-19 virus; and (e) exposure to COVID-19 can result in being subject to quarantine

requirements, illness, disability, other short term and long-term health effects, and/or death, regardless of age or health condition.

SPECIAL NOTICE REGARDING TRAVEL AND EVENT ATTENDANCE: WINNER AND GUEST AGREE TO AND ARE RESPONSIBLE FOR STAYING INFORMED OF AND COMPLYING WITH ALL LOCAL LAWS AND TRAVEL AND EVENT VENUE RULES AND POLICIES, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO SOCIAL DISTANCING, MASKING, PROOF OF VACCINATION, AND/OR PROOF OF NEGATIVE VIRUS TESTING. SPONSOR, TALENT, EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE, DENY, OR REVOKE ACCESS TO THE EVENT, TO WINNER AND/OR GUEST WHO DOES NOT COMPLY WITH ANY OF THE AFOREMENTIONED RULES, IS INTOXICATED, PRESENTS A SAFETY RISK, ENGAGES IN DISRUPTIVE BEHAVIOR, OR ACTS WITH THE INTENT TO ANNOY, ABUSE, THREATEN, OR HARASS ANY OTHER PERSON. COVID-19 HEALTH PROTOCOLS MAY CHANGE AT ANY TIME AND SPONSOR, EVENT VENUE, OR TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH THE UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

MISCELLANEOUS: The Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of the Contest, the selection of winners, or the announcement of any prize. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by other entrants or site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website (including the use of artificial intelligence bots or bots created or otherwise utilized for the purposes of entering this Contest), who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner(s) from all eligible participants using the procedures outlined above. CAUTION: ANY ATTEMPT TO DAMAGE THE NBA TOP SHOT SITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE Contest MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

PRIVACY: Sponsor's Privacy Policy is available at <https://nbatopshot.com/privacy>.

Sponsor: Dapper Labs Inc., 600-565 Great Northern Way, Vancouver, BC V5T 0H8, Canada.

Prize Release

I, (_____) confirm having received two (2) WNBA Finals tickets to a TBD game occurring on [TBD date], for my participation in the **“WNBA Top Shot Access Unlocked Contest”** (the “Promotion”). The prize consists of one two (2) playoff tickets to [game] occurring on [date] and travel accommodations, limited to \$3,500.00 provided by Dapper Labs Inc (the “Promoter”), National Basketball Association (NBA), its member teams, NBA Media Ventures, LLC, NBA TV, LLC and NBA Properties, Inc. (collectively known as the “NBA Entities”), and the affiliates of the foregoing, and understand that some restrictions may apply.

I also confirm and release from all liabilities and responsibility the Promoter and the NBA Entities once the prize has been given to me. The Promoter will award the prizes with the warranties implied or expressed from the suppliers of the goods or services, if any. The Promoter is not liable for any damages to the winners or their companions in consequence of the provision or enjoyment of the prize or offer. The mere acceptance of a prize constitutes a relief from this responsibility. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, this Release shall otherwise remain in effect and shall be construed in accordance with the terms herein as if the invalid or illegal provision were not contained herein. By participating in the Promotion, I agree to release and hold harmless the Promoter and the NBA Entities from and against any and all claims, damages or liabilities for injuries, losses or damages of any kind to persons or property arising from or resulting to, in whole or in part, directly or indirectly, such entrants participation in the Promotion; from acceptance, possession, misuse or use of a prize; and any liability for taxes, duties or other levies assessed upon any of the prizes. Except where prohibited by law, by accepting this prize, I hereby grant permission to the Promoter, the NBA Entities and those acting under their authority to use my name, photograph, voice, likeness, and performance during and/or in connection with the Event, if applicable, and biographical information for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation, notification or permission.

CAUTION: Any attempt to damage the Promotion or to harm the legitimate operation of this Promotion is a violation of criminal and civil laws, and should such an attempt be made, the Promoter reserves the right to seek damages and other remedies (including attorneys’ fees) to the fullest extent permitted by law. Also, by signing this release I agree and give the Promoter and the NBA Entities the right to publish, use and / or advertise my voice and/or likeness in any advertising medium in the country (television, newspapers, magazines, radio or other) and personal appearances required by the Promoter for advertising and promotional purposes without further compensation besides obtaining the prize in this Promotion.

The Promoter: Dapper Labs., Inc.

Received today, _____ in (_____) (name of country)

Winner's address:

Winner Phone # : _____

Drivers License ID Number: _____

Issuing

State/Country: _____

Winner Signature _____