OFFICIAL RULES
2019 PUP CITY WALK & FESTIVAL SWEEPSTAKES

1. NO PURCHASE NECESSARY TO ENTER 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 2019 Pup City Walk & Festival Sweepstakes (the “Sweepstakes”) is open to persons 18 years of age or older at the time of entry who are legal US residents residing in the state of Oregon and Western Washington, except employees of the Trail Blazers Inc. (“Sponsor”), Rip City Management LLC, the National Basketball Association (“NBA”) and its Member Teams, NBA Properties Inc., and each of their respective affiliated companies, subsidiaries, and advertising or promotional agencies, and the family members, agents, successors or assigns of, and any persons domiciled with, such employees, are not eligible for entry.

3. Entry. The Sweepstakes will begin on May 1, 2019 and will end at 11:59 p.m. PPT on May 31, 2019 (the “Entry Period”). There are three (3) ways to enter: (A) you will automatically be entered in the Sweepstakes by purchasing and registering to participate in the 2019 Pup City Walk & Festival on the Pup City link: https://www.nba.com/blazers/pupcity; or, if you do not want to register to participate in the event, you can enter online by completing all required contact information and submitting the Sweepstakes entry form only here. Online entrants agree to be bound by the terms relating to the use of the website, including the Privacy Policy; or (B) go to the Trail Blazers Inc. business office (located at One Center Court, Suite 200, Portland, OR 97227) during normal business hours, on a 3”x5” card or piece of paper provide your full name, mailing address, telephone number (including area code), and e-mail address, if applicable, and give it to the receptionist telling the receptionist you want to enter the “2019 Pup City Walk & Festival Sweepstakes.” All entries must be received by 11:59 p.m. PPT on May 31, 2019 regardless of method of entry. No mechanical reproductions permitted. LIMIT OF ONE (1) ENTRY PER PERSON REGARDLESS OF METHOD OF ENTRY. In the event of a dispute, all electronic entries will be deemed to have been submitted by the owner of the electronic account from which they were sent. For these purposes, an account holder shall mean the natural person assigned to such electronic account by the Internet access provider, online service provider or other organization responsible for assigning such electronic account. Any questions regarding the owner of an electronic account shall be determined by Sponsor in its sole, reasonable discretion. Sponsor will not be responsible for incomplete, lost, late, misdirected or illegible entries, or for failure to receive entries for any reason, any of the equipment or programming associated with or utilized for an entry, or by any technical or human error that may occur due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with entrant or Sponsor.

4. Prize/Odds. On or about June 10, 2019, one (1) entrant will be chosen by random drawing from all eligible entries received during the Entry Period, who after confirmation of eligibility and verification will win one (1) BarkBox (consists of dog toys, treats and other select items) and one (1) player autographed throw toy disc (exact items in BarkBox and player autograph to be determined in Sponsor’s sole discretion at time of award). Approximate retail value (“ARV”) of prize package is $45. ARV reflects unautographed merchandise. ARV of hand-signed merchandise is subject to fluctuation based on the featured NBA player and then-current market value at the time the prize is awarded. Neither prize nor any portion thereof has a cash value. Any difference between the stated ARV and the actual retail value of the prize will not be awarded. The odds of winning the prize will depend on the number of eligible entries received during the Entry Period. No substitutions allowed, except that prize and individual components of prize package are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value. Winner agrees that the prize and/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.

5. WINNER NOTIFICATION AND ACCEPTANCE. The potential winner will be notified by telephone and/or email as provided on their method of entry within three (3) business days of the drawing. In the event contact with a potential winner is not confirmed within three (3) days of attempted notification, or if an entrant declines to receive the prize, another entrant will be randomly chosen. Winner is solely responsible for any and all federal, state, and local income taxes, and unless specifically stated herein, is solely responsible for any additional expenses which may be associated with participation in the Sweepstakes, and acceptance and/or use of the prize, including but not limited to transportation, parking and incidentals. Sponsor is not responsible for and will not pay or in any way compensate any participant or winner for taxes or expenses associated with participation in and/or acceptance or use of the prize in this Sweepstakes. If required by law, Sponsor will issue a Form 1099-MISC to winner reporting the taxable retail value of the prize. Winner should consult his/her tax advisor about the tax implications of winning the prize. The potential winner agrees to execute all necessary and requested documents, including without limitation the affidavit of eligibility, and a liability and publicity release (except where prohibited by law), as requested by Sponsor and agrees to provide a copy of a government issued identification card containing a photo of such potential winner. Failure by any winner to sign and return the affidavit, release or other required
documents, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in disqualification and the forfeiture of such winner’s interest in the prize.

Except where prohibited, participation in the Sweepstakes, including acceptance and use of any prize, constitutes entrant’s consent to the publication, dissemination and use of his or her name, photograph, image, likeness and voice by Trail Blazers Inc., Rip City Management 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, without any additional compensation to, permission from or inspection by such entrant.

6. PARTICIPATION. By entering the Sweepstakes, each participant agrees to follow and be bound by these Official Rules and the decisions of Sponsor and hold harmless and indemnify Trail Blazers Inc., Rip City Management 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) entrant’s participation, or (ii) the receipt or use of the prize, or any portion thereof, awarded in the Sweepstakes. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes 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 Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.

7. LIMITATIONS OF LIABILITY. By participating in the Sweepstakes, each participant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, 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 entering the Sweepstakes, but in no event attorney’s fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and each entrant 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 entrant 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. QUESTIONS/WINNER’S NAME. If you have any questions regarding the Sweepstakes or for the name of the winner (available after June 10, 2019), please send your request postage paid, including a self-addressed stamped envelope, to “2019 Pup City Walk & Festival Sweepstakes Questions/Winner,” One Center Court, Suite 200, Portland, OR 97227. All requests must be received by May 25, 2019.