

TEST DRIVE TO WIN 2018 PLAYOFF TICKETS
(The "Contest")

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. VOID WHERE PROHIBITED. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. PARTICIPATION IN THE CONTEST CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. Individuals who participate in the Contest or submit an entry are sometimes referred to herein as an "Entrant."

1. SPONSOR: Western Region Retail Marketing Group Inc. ("Sponsor").
2. CONTEST PERIOD: Contest begins at 12:00 AM Pacific Time (PT) on April 26, 2018 and ends at 11:59 PM PT on June 15, 2018 (the "Contest Period").
3. ELIGIBILITY: Contest is open only to individuals who are at least twenty-one (21) years of age on the entry date, who are legal residents of California who do not reside within seventy-five (75) miles of Sacramento, California (unless residing closer to Oakland, CA than Sacramento, CA) or within seventy-five (75) miles of Los Angeles, California (the "Contest Area"). Employees, agents, officers, directors, members, managers, and owners of Sponsor, BMW of North America LLC, BMW dealers located within the region of the Sponsor, Golden State Warriors, LLC, the National Basketball Association and its member teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, owners, members, directors, managers, officers, employees and their advertising agencies, promotional partners and prize providers associated with this Contest (collectively, the "Contest Entities" and each a "Contest Entity"), and their immediate families (spouse, domestic partner, parents, legal guardians, grandparents, grandchildren, siblings, children and "step" of each) and those individuals living in their same household are not eligible to enter or win.
4. HOW TO ENTER: (a) Entrants must complete and submit a registration form on <http://ultimateplayoffdrive.eventsbmw.com/> (the "Website"), (b) print their test drive coupon and (c) test drive a BMW at one of the dealerships listed on the Website (Sponsor reserves the right to exclude certain models from the test drives). During the Contest Period, visit the Website and follow the promotion entry instructions to complete and submit the registration form. Limit one (1) entry per person. Sponsor reserves the right to verify eligibility of all Entrants. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted.
5. WINNER SELECTION & NOTIFICATION: A total of three (3) Entrants, each of whom must properly complete all necessary steps before the applicable Selection Date, will be chosen by Sponsor or its designee as a potential Prize winner ("Potential Winner"). One Potential Winner will be selected on the date of the Golden State Warriors first home game in Round 2 of the 2018 NBA Playoffs, if applicable (the "First Selection Date"), one Potential Winner will be selected on the date of the Golden State Warriors first home game in Round 3 of the 2018 NBA Playoffs, if applicable (the "Second Selection Date") and one Potential Winner will be selected on the date of

the Golden State Warriors first home game in Round 4 of the 2018 NBA Playoffs, if applicable (the “Third Selection Date” and, together with the First Selection Date and Second Selection Date, each a “Selection Date”). The Potential Winners will be contacted by email and phone (“Prize Notification”) on the applicable Selection Date and must redeem Prize within 48 hours of such notification. The odds of winning are contingent upon the number of entries.

To be confirmed the Prize winner (“Prize Winner”), Potential Winner will be required to sign and return within ten (10) days of notification attempt by Sponsor, an Affidavit of Eligibility, Liability and Publicity Release, including the Potential Winner’s full name and street address (no P.O. Boxes), or the Prize will be forfeited and an alternate Potential Winner may be selected by Sponsor (and in such case this process will be repeated).

6. PRIZES: Each of the three (3) Prize Winners will receive one of the following prizes (collectively, the “Prize”), as further specified and described on the Website:

- Two (2) tickets to the Golden State Warriors second home game in Round 2 of the 2018 NBA Playoffs (if applicable);
- Two (2) tickets to the Golden State Warriors second home game in Round 3 of the 2018 NBA Playoffs (if applicable); or
- Two (2) tickets to the Golden State Warriors second home game in Round 4 of the 2018 NBA Playoffs (if applicable)

Approximate Retail Value (ARV) of each Prize: \$1,000.00

7. PRIZE RESTRICTIONS: No portion of the Prize may be transferred, redeemed for cash or substituted, except by Sponsor (in its sole discretion), which reserves the right to substitute any portion of the Prize with a prize of equal or greater value for any reason, including, without limitation, Prize unavailability. All expenses not specifically identified as included in the Prize are the sole responsibility of the Prize Winner. The Prize, and all elements thereof, are subject to availability. The Prize is awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prize is at Prize Winner’s sole risk and Sponsor is not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of the Prize.

Prize Winner will be solely responsible for all federal, state and local taxes and fees and other expenses associated with his/her Prize receipt and/or use that are not expressly included in the Prize description. The Prize Winner may be issued a 1099 tax form for the ARV of the Prize. Failure to take or complete any portion of the Prize does not relieve the Prize Winner of his/her tax obligations associated with winning the Prize.

8. PUBLICITY/PRIVACY POLICY: Except where prohibited by law, each Prize Winner’s entry and acceptance of a Prize constitutes the Prize Winner’s irrevocable, sub-licensable, absolute right and permission for the Contest Entities to use, publish, post or display said Prize Winner’s name,

photograph, likeness, statements, biographical information, voice, city and state address, Prize information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Contest Entities' sole discretion) for any purpose, including but not limited to advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant releases all Contest Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates the Contest Entities to make use of any of the rights granted herein and Prize Winner waives any right to inspect or approve any such use. In order to participate in the Contest, Entrants will be required to supply certain information about themselves on the Contest entry pages. Sponsor has specified on the Website which information is mandatory in order to participate in the Contest. This information will be used by Sponsor for the purposes of administering the Contest, and may be shared with other Contest Entities. The personal information will be collected, processed and used in accordance with Sponsor's Privacy Policy. Sponsor's privacy policy can be found at <http://www.bmwusa.com/Standard/Content/PrivacyPolicy/>.

9. GENERAL CONDITIONS: This Contest is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor. Entrants waive any right to claim ambiguity in the Contest or these Official Rules. All Entrants agree to follow the Official Rules and release, discharge, hold harmless and indemnify the Contest Entities and all of their respective members, managers, equity holders, officers, directors, parents, subsidiaries, partners, agents, employees, successors and assigns each of them (collectively, the "Released Parties") against any and all liability, damages or causes of action (however named or described), with respect to or arising out of any injuries, damages 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 any prize or participation in any promotional-related activity or participation in this Contest. In consideration for being awarded a Prize, or any portion thereof, each Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of Prize Winner's name and/or likeness in any and all advertising, promotions and other publicity conducted by Contest Entities, except where prohibited by law. Sponsor reserves the right to modify the scheduling of the Contest without prior notification, and the right to make changes or additions to these Official Rules for any reason at any time. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. PRIZE WINNERS AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, THE RELEASED PARTIES, AND THEIR RESPECTIVE MANAGERS, EQUITY HOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, PARTNERS, SUCCESSORS, ASSIGNS 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 ANY PRIZE, ANY PORTION THEREOF OR PARTICIPATION IN ANY CONTEST RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST.

By entering this Contest, the Entrant agrees to the following Statement:

I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

11. LIMITATIONS OF LIABILITY: The Contest Entities are not responsible for late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed, and/or lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on computer networks, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participating in the Contest or downloading any material for the Contest, or other telecommunications malfunctions which may limit an entrant's ability to participate. Sponsor may prohibit an Entrant from participating in the Contest or winning the 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 playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor representatives. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves its right at its sole discretion to cancel, terminate, modify or suspend the Contest.

To the maximum extent permitted by law, IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE CONTEST, INCLUDING ANY ACCESS TO OR USE OF THE WEBSITE OR ANY DOWNLOADING FROM OR PRINTING MATERIAL FROM THE WEBSITE. EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. WINNERS AGREE THAT ALL PRIZES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

12. DISPUTES: Except where prohibited, as a condition of participating in this Contest, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in San Francisco, California; (ii) any and all claims, judgments and awards on behalf of Entrant shall be limited to actual out-of-pocket costs incurred, if any, including costs associated with entering this Contest, but in no event attorneys’ fees, and in no event to exceed two hundred fifty dollars (\$250); and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (iv) this Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of California without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state’s laws.

13. WINNER'S LIST/RULES: For a copy of the of the Official Rules visit www.warriors.com or send a legal-size, self-addressed, stamped envelope to: “TEST DRIVE TO WIN 2018 PLAYOFF TICKETS” Official Rules, c/o Golden State Warriors, LLC, 1011 Broadway, Oakland, CA 94607. Vermont residents may omit return postage with Official Rules requests.

To find out who won, send a legal-size, self-addressed, stamped envelope to: Warriors “TEST DRIVE TO WIN 2018 PLAYOFF TICKETS” Contest Winners, c/o Golden State Warriors, LLC, 1011 Broadway, Oakland, CA 94607. Requests must be received no later than three (3) months following the end of the Contest Period. Only one (1) request for either Official Rules of Contest Winners will be fulfilled for each separately mailed outer envelope.

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