

PHOENIX SUNS & CHAS ROBERTS AC, HEATING & PLUMBING
“Chas Roberts Cool Play”
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.

- 1. AGREEMENT TO OFFICIAL RULES:** Participation in the “Char Roberts Cool Play” (the “Sweepstakes”) constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor and Administrator (as defined below), which are FINAL AND BINDING in all respects. RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. ELIGIBILITY:** The Sweepstakes is open to legal residents of Arizona, who at the time of participation, are at least eighteen (18) years of age or older (the “Entrant”). Only one (1) individual may be identified as an Entrant. All directors, officers, volunteers and employees of Wit Labs, Inc. (“Administrator”), Cobblestone Opco LLC d/b/a Chas Roberts (“Sponsor”), Suns Legacy Partners, L.L.C., d/b/a the Phoenix Suns (“SLP”), the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership d/b/a Footprint Center, and each of their respective companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Sweepstake agencies, and each of their immediate family members (spouses, parents, children and siblings, and their respective spouses), and those living in the same household as each, are not eligible to participate in or win any prize in the Sweepstakes.
- 3. ODDS OF WINNING:** The odds of winning a prize will depend on the number of eligible entries received during the Sweepstakes Period (as defined below). As used herein, “Winner(s)” shall mean each recipient of the Prize (as defined below).
- 4. PRIZE(S):** One (1) Winner of the Sweepstakes will receive the following prize as described below (the “Prize”):
 - (i) Two (2) tickets to a Phoenix Suns home game, designated by the Suns and based on ticket inventory availability.

Total approximate retail value of the Prize is \$1,500.

The Prize is non-assignable and nontransferable. No cash equivalent of the Prize will be awarded, and the Prize is not exchangeable or otherwise transferable. Administrator reserves the right to substitute any Prize in whole or in part with other prizes of comparable or greater value if the intended Prize is not available for any reason, as determined by Administrator, in Administrator’s sole discretion.

The date and time of the game may be subject to change and cancellation. The terms and conditions of the tickets awarded as the Prize shall govern in the event that the game is cancelled or rescheduled. The Winners and guest(s) agree to comply with all applicable venue rules and

policies in connection with the Prize. The venue has the right to remove or to deny entry to any Winner or guest who engages in a non-sportsmanlike or disruptive manner, or exhibits an intent to annoy, abuse, threaten or harass any other person at the game. Any comments made by a Winner in a social media format containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous may disqualify the Winner, at Administrator's sole discretion. Administrator will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any game. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, parking, and ground transportation are the Winners' sole responsibility. All travel risks, insurance, loss or damage due to Prize acceptance or use are the sole responsibility of the Winners. Neither Administrator nor Sponsor nor their affiliates or subsidiaries will be responsible for any loss, liability or damage arising out of a Winner's acceptance or use of the Prize.

- 5. SWEEPSTAKES PERIOD:** The Sweepstakes will begin on December 1, 2023 at 12:01 AM local Phoenix time and end on May 30, 2023, at 11:59 PM local Phoenix time ("Sweepstakes Period"). The Administrator's computer system shall be the official timekeeper. One sweepstakes winner will be awarded each month during the promotional period and will take place the 1st through the 10th of each calendar month of the promotion period.
- 6. HOW TO ENTER:** This Sweepstakes is powered by Wit Labs, Inc. on behalf of Sponsor and SLP, and is accessible via the Wit website at witcontests.com, through a mobile device or computer (collectively, the "Platform"). For the avoidance of doubt, Wit provides the Platform for the Sweepstakes, but is not the sponsor for the Sweepstakes. To participate in the Sweepstakes, Entrant must agree to the Wit [Terms of Use](#). By creating and using a Wit account, Entrant is further required to read and agree to the Wit [Terms of Use](#).

During the Sweepstakes Period Entrants can go to <https://web.witcontests.com/suns/sweepstakes/win/chasrobertscoolplay> and follow the entry instructions to complete the online entry form. All Entrants must accurately complete all required fields or entry will be deemed invalid. In order to participate Entrant will need Internet access and a valid email address. Limit one entry per person. Multiple entries per person, including multiple entries by the same Entrant using different e-mail addresses, will invalidate ALL entries submitted by that Entrant for the entire Sweepstakes Period. All entries must be received by Administrator by the 10th day of each month during the promotional period at 11:59 PM local Phoenix time.

- 7. WINNER(S) SELECTION:** Administrator will conduct one (1) random drawing on or about the 10th of each month during the promotional period at 12:00 PM local Phoenix time, from all the eligible Entrants received during the Sweepstakes Period. All potential Winners are subject to eligibility verification by Administrator. An Entrant is not a Winner of any Prize, even if notified of being a Winner, unless and until the Entrant's eligibility has been verified.
- 8. WINNER(S) VERIFICATION:** Winner will be notified by email or by telephone and will be required to execute and return an affidavit of eligibility/liability release and, where lawful, a publicity release (collectively, the "Winner's Agreement") within seventy-two (72) hours of date of issuance. Each Entrant understands that Administrator, Sponsor or its respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the Prize awarded to Entrant from Entrant's participation in the Sweepstakes the form of an IRS Form W-9, or otherwise. Entrant must currently

be a legal resident of the United States to be awarded any Prize. Entrant understands that prior to being entitled to receive any Prize, and prior to receiving any Prize, Entrant will first provide Administrator with all of Entrant's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form 1099), and that Entrant's failure to provide such information to Administrator will result in Entrant's automatic ineligibility to receive any Prize. In the event: (a) such potential Winner declines the Prize in writing, (b) the Winner's Agreement or tax-related documents are not returned within the time period stated above, (c) Prize or Prize notification is returned as undeliverable, (d) the Administrator is unable to contact a potential Winner within a reasonable time period, or a potential Winner is not otherwise in compliance with these Official Rules, the Prize will be forfeited and, at Administrator's sole discretion and time permitting, Administrator may select an alternate Winner from all remaining eligible entries. There will be three (3) alternate drawings for the Prize after which such Prize will remain un-awarded. Prizes will be fulfilled approximately seven (7) calendar days after the drawing. Limit one (1) Prize per person/per authorized account holder/per household. "Authorized Account Holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute as to any e-mail entry submitted, e-mail entries submitted will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Proof of being the authorized account holder may be required.

- 9. TAXES AND EXPENSES:** Winner is responsible for all applicable taxes (including, but not limited to federal, state, local and/or income) and other fees and expenses associated with the Prize.
- 10. CONDITION/USE RIGHTS:** Except where prohibited by law, by accepting any Prize, each Entrant and Entrant's parent or legal guardian consents to Sponsor, Suns Legacy Partners, L.L.C., National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports & Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the Winner's name, address, voice, statement, picture or other likeness, without additional compensation (other than the specific prize described herein), for public relations, advertising and promotional purposes as may be determined by Administrator. Notwithstanding the foregoing, an Entrant will receive one (1) additional entry if said Entrant provides their Instagram handle in the online entry form and follows Sponsor's Instagram page (subject to Sponsor and/or Administrator's confirmation in its sole discretion).
- 11. RELEASE AND LIMITATIONS ON LIABILITY:** As a condition of participating in the Sweepstakes, Entrants agree to release and hold harmless all directors, officers, volunteers and employees of Sponsor, Administrator, the National Basketball Association and its Teams, NBA Properties, Inc., Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership, the City of Phoenix and each of their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Sweepstakes agencies (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes, or receipt or use of any Prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Sweepstakes or the processing of entries; (f) injury or damage to persons or

property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or acceptance, receipt, use, or misuse of any Prize, or travel to any Sweepstakes-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation, invasion of privacy, or merchandise delivery. ENTRANT FURTHER AGREES TO RELEASE THE RELEASED PARTIES AND THEIR DESIGNEES AND ASSIGNS FROM ANY LIABILITY WHATSOEVER, AND TO WAIVE ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES OR ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS, COSTS, PERSONAL INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OR PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY. Administrator is not responsible if any Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook. Entrant understands that Entrant is providing Entrant's information to Administrator, Sponsor and SLP and not to Facebook.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram. Entrant understands that Entrant is providing Entrant's information to Administrator, Sponsor and SLP and not to Instagram.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with X (f/k/a Twitter). Entrant understands that Entrant is providing Entrant's information to Administrator, Sponsor and SLP and not to X.

- 12. CANCELLATION/SUSPENSION:** If for any reason the Sweepstakes is impaired in any way for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Administrator reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes. If Administrator decides to reconvene the Sweepstakes after a suspension, the determination of the Prize Winner(s) will be made, from among all eligible, non-suspect entries received as of the date of the suspension, as Administrator determines at its sole discretion.
- 13. DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Administrator reserve the exclusive right to disqualify any individual from the Sweepstakes that it finds, in their sole discretion, to be tampering with the entry process, or the operation of the Sweepstakes, to be acting, or be, in violation of the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of the Sweepstakes. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, shall void all such entries by any such methods, and shall disqualify any Entrant using such methods from the current Sweepstakes and any

future sweepstakes. CAUTION: Any attempt by an Entrant or any other individual to deliberately damage or undermine the legitimate operation of the Sweepstakes may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, Administrator reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

- 14. DISPUTE RESOLUTION AND CHOICE OF LAW:** Except where prohibited, Entrants agree that: (a) any and all disputes, claims, and or causes of action arising out of or connected with the Sweepstakes, or any Prizes awarded, or the administration of the Sweepstakes, or the determination of the Winner(s), shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by arbitration, to take place in Maricopa County, Phoenix, Arizona pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but SHALL NOT include attorneys' fees; and (c) under no circumstances will an Entrant be permitted to obtain awards for and Entrants hereby waive 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. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants and the Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arizona, excluding Arizona's conflicts of law doctrine.
- 15. WINNERS LIST:** For a list of Winners, send a self-addressed, stamped envelope for receipt by February 2, 2024 to: Phoenix Suns, "Chas Roberts Cool Play", 201 E. Jefferson Street, Phoenix, AZ 85004. For a copy of these Official Rules, please visit www.suns.com.
- 16. MISCELLANEOUS:** By entering this Sweepstakes you agree and acknowledge that you may be contacted in the future by the Sponsor, Suns Legacy Partners, L.L.C., National Basketball Association and its Member Teams, NBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports & Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents, and your name and any other personal information you have provided will automatically be added to the "In The Post" and "Downtown Live" databases, from which you will receive e-mails containing news and Sweepstake information at the e-mail address which you have provided.
- 17. PRIVACY.** By participating in the Sweepstakes, Entrant authorizes Suns Legacy Partners, L.L.C. and Cobblestone Opco LLC to collect, use, process, transfer and store all data provided by Entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that such parties deem necessary, whether within Entrant's country of residence or elsewhere, and with such party(ies) as Sponsor and Administrator deem appropriate, for purposes of administration of the Contest. All information submitted to Sponsor and Administrator as part of the Sweepstakes will be treated in accordance with each party's privacy policy, <https://www.nba.com/privacy-policy> and <https://cobblestone.com/privacy-policy/>. Personal information will be used only to: (a) provide information about the Sweepstakes; (b) contact and publicize potential Winners; and/or (c) if an Entrant selects to receive additional information from Sponsor and Administrator on the entry form, to send additional information to that Entrant during or after the Sweepstakes Period (Entrant may opt out at any time from receiving additional information from Sponsor and/or Administrator in accordance with Sponsor's and Administrator's

privacy policy). Entrants to the Sweepstakes will be given the option to receive commercial e-mails from the Sponsor and the Administrator; however, eligibility to participate in the Sweepstakes is not dependent upon Entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data requested on the entry forms to be eligible. Entrants have the right to withdraw and correct their personal data, but Entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy statements of the Sponsor and the Administrator.

18. SPONSORED BY: Chas Roberts AC & Plumbing, 9828 N 19th AVE, Phoenix, AZ 85021; Suns Legacy Partners, L.L.C., 201 East Jefferson, Phoenix, AZ 85004.

19. ADMINISTERED BY: Wit Labs, Inc., 205 Woodcliff Blvd, Morganville, NJ 07751.

ALL RIGHTS RESERVED.