

**MCM GIVEAWAY SWEEPSTAKES
OFFICIAL RULES AND REGULATIONS
NO PURCHASE NECESSARY**

IF ENTERING VIA INSTAGRAM, A PERSONAL ACCOUNT AND INTERNET CONNECTION ARE REQUIRED. "PROTECTED" ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES VIA THIS METHOD.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram™. You understand that you are providing your information to Sponsor and not to Instagram. Any questions, comments or complaints regarding this Sweepstakes should be addressed to Sponsor and not to Instagram.

1. **ELIGIBILITY. NO PURCHASE NECESSARY** to enter or win. The **MCM GIVEAWAY SWEEPSTAKES** ("Sweepstakes") is open only to legal residents of the state of Georgia and the United States, who as of the date of their Entry (defined below) into the Sweepstakes are at least 18 years of age, reside within 150 miles of the corporate limits of Atlanta, Georgia, and have Internet access as of **10:00 AM EST November 2, 2022**, the date and time the Sweepstakes is first made known to the public. Employees and their immediate family members (spouses, parents, legal guardians, in-laws, grandparents, siblings, children, household members and the spouses and children of the foregoing) of Arena Operations, LLC d/b/a State Farm Arena ("AO" or "Sponsor"), ATL Hawks, LLC, Atlanta Hawks Management, LLC, Atlanta Hawks, L.P., Arena Sports Marketing, LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., NBA Media Ventures, LLC (the "NBA" or "NBA Entities"), and each of their respective parents, subsidiaries, divisions, directors, officers, members, partners, trustees, franchisees, governors, agents, owners, shareholders, participating vendors, distributors, advertising and promotion agencies and affiliated entities' employees and each of their respective families (spouses, parents, legal guardians, in-laws, grandparents, siblings, children, household members and the spouses and children of the foregoing) (collectively, the "Sweepstakes Entities") are not eligible to enter the Sweepstakes. By entering the Sweepstakes, participants agree to accept and be bound by all terms of these Official Rules and Regulations. Sweepstakes is subject to all federal, state and local laws and regulations. Some restrictions apply. Free internet access is available at many public libraries. Void wherever prohibited or restricted by law.
2. **SPONSOR.** Arena Operations, LLC d/b/a State Farm Arena, One State Farm Drive, Atlanta, Georgia 30303.
3. **HOW TO ENTER.** Sweepstakes runs from **10:00 AM EST November 2, 2022 – 11:59 PM EST November 8, 2022** (the "Entry Period"). There will be two (2) methods of entry. There are multiple ways to enter the Sweepstakes: (1) online by Instagramming (defined below) (a "Social Media Entry"); or (2) by entering via formstack (details below). The Entry Period ends at **11:59 PM EST on November 8, 2022. Limit one (1) entry per person or email address.** Entrants must enter in their own name and not on behalf of or for anyone else. In the event of a dispute about the identity of an online entrant, each online entry will be declared made by the authorized account holder of the email address submitted at the time of entry as determined by Sponsor. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry. By entering, you are signing up for the State Farm Arena database to receive State Farm Arena email updates for promotional offers, products and events. Such information shall be maintained in accordance with the State Farm Arena privacy policy. No mechanical reproductions or facsimiles accepted. Sponsor is not responsible for misdirected, incomplete, lost, late or illegible entries, technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit a participant's ability to participate in the Sweepstakes or damage to a user's system as a result of participation in the Sweepstakes or downloading of any information necessary to participate in the Sweepstakes. False or deceptive entries or acts, as determined by Sponsor, will render the entrant ineligible. Sponsor reserves the right, in its sole discretion, to cancel or modify the Sweepstakes should any computer virus, malfunction or other cause beyond their control corrupt the administration, security

or proper operation of the Sweepstakes. All entries become the property of Sponsor and will not be returned. All entries must be submitted in the name of an individual person and prizes can only be awarded to the person whose name is on or corresponds to each winning entry. Each Entrant may enter only once during the Entry Period. Attempts to enter the Sweepstakes more than once may disqualify entries from the Sweepstakes.

To participate in the Sweepstakes via the Social Media Entry method detailed below, you must have an account with Instagram (“Social Media Platform”). If you do not have an account with Instagram, go to www.instagram.com and create an account according to the instructions on the website. Creating an account is free. Please note that you must accept and agree to comply with the terms and conditions for the Social Media Platform to create an account. NOTE: Sponsor may not receive entries from Social Media Platform users with “protected” updates (i.e., user has set their account so that only people the user has approved can view their updates) due to the way the Social Media Platform operates its services.

Details of the methods of Entry are as follows:

How to Submit a Social Media Entry via Instagram: During the Entry Period, there is one (1) way to enter via Social Media via Instagram as detailed below.

Enter by Instagram. (i) if you already have an Instagram account, log on using your Instagram user name and password or (ii) if you do not already have an Instagram account, create a free Instagram account according to the instructions on the website. Please note, that you must agree to comply with the Instagram Terms of Use in order to create an Instagram account. Once you are logged in, follow @StateFarmArena, “like” the MCM Giveaway post and comment by tagging one (1) friend.

By completing the foregoing, you will receive one (1) Social Media Entry in the Sweepstakes. Note: If your account is set to “protected mode” your updates/responses may not be visible in Sponsor’s @Reply inbox, and may not thus be received by Sponsor unless entrant has previously consented to permit Sponsor to see the entrant’s Social Media Platform updates.

How to Enter by Formstack: To enter by formstack, during the Entry Period, go to statefarmarena.com/MCMGiveaway and fill out the required fields which will include your actual first and last name, email address, zip code and date of birth (as they appear on your driver’s license or governmental identification). Entry must be completed in full to be valid. Only one (1) individual’s name may be on each entry. By submitting the entry as detailed herein, you will receive one (1) formstack entry (“Formstack Entry”).

Sponsor is not responsible for lost, late, stolen, garbled, corrupted, misdirected or illegible emails or human or other error that may occur in the receipt or processing of Formstack Entries. All Formstack Entries become property of Sponsor and will not be acknowledged or returned.

Social Media Entry and Formstack Entry may be referred to herein individually as an “Entry” and in the plural as “Entries”. Each individual submitting an Entry may be referred to as an “Entrant”.

Any attempt by any participant to enter by using multiple/different Social Media accounts, email addresses, identities, registrations and logins, or any other methods will void that participant’s Entries and that participant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which will be disqualified. No automatically generated Entries will be accepted. Illegible and/or incomplete entries and entries submitted by entrants

who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

To understand how the Social Media Platform utilizes and keeps user content, please refer to the Social Media Platform's "Privacy & Safety" web page: Instagram <http://help.instagram.com/customer/portal/topics/43528-privacy-safety/articles>.

Please note: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram. Instagram is a registered trademark, which is herein used for purposes of Sweepstakes description only. Such use is not intended to suggest or imply the sponsorship, endorsement, or the approval of this Sweepstakes by the owners of said trademark.

Please further note, Sweepstakes Entities are in no way responsible for how the Social Media Platform utilizes and keeps user content.

Social Media Entry Requirements:

Entrants agree to and understand that Social Media Entries will be made available to the public, including without limitation, posting on the Internet. Whether or not Social Media Entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Social Media Entries.

Entrant agrees to indemnify and hold harmless each of Sweepstakes Entities, and each of their owners, officers, directors, employees, and affiliated organizations, and their respective officers, directors, shareholders and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Official Rules or the warranties and representations made by Entrant in this paragraph.

By uploading the Social Media Entry, the Entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Social Media Entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Social Media Entry through any media available at any time during, or after, the Entry Period on any related websites, in any promotional materials, whether related or unrelated to the Sweepstakes, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Sweepstakes. In addition, Entrant warrants that any so called "moral rights" in the Social Media Entry have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Social Media Entry or other submitted materials, whether or not Entrant has been awarded a prize in connection with any such Social Media Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Sweepstakes Entities, and each of their owners, employees, directors, officers, shareholders, members, agents, subcontractors and licensees from all claims, demands and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Social Media Entry and any portion thereof, or the likeness of any natural person therein.

Social Media Entry Content Restrictions: Social Media Entries must not contain material that: Contains or depicts someone smoking or intoxicated; Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement; Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

Contains any unacceptable clothing or adornments (including but not limited to political, personal and religious statements); Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous; References persons or organizations without their written permission; Disparages any persons or organizations; Includes threats to any person, place, business or group; Is unlawful, in violation of or contrary to any applicable federal, state, or local laws and regulations.

Failure of any Social Media Entry to comply with the above "Social Media Entry Requirements" and "Social Media Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Social Media Entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. All Entries shall become the exclusive property of Sponsor and will not be returned. Entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

Important Note: Opting to send emails or receive Sponsor's emails via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Sweepstakes), standard text messaging and/or data rates will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes by wireless mobile device and text message means that you understand that you may receive additional text messages from Sponsor relating to this Sweepstakes, including notifying you if you are a potential winner in this Sweepstakes, which will be subject to the charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your wireless device's capabilities for specific instructions.

The Sponsor's database clock will be the official timekeeper for this Sweepstakes.

All federal, state, and local rules and regulations apply.

For purposes of this Sweepstakes, an Entry is "received" online when the Sponsor's server records the Entry information. Proof of sending (such as an automated computer receipt confirming Entry or "thanks for entering" message) does not constitute proof of actual receipt of an Entry for purposes of this Sweepstakes. Illegible and/or incomplete Entries and Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their Formstack Entry, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

Each Entrant who submits an Entry during the Entry Period will be entered into a random drawing for a chance to win a prize with an Approximate Market Value ("AMV") as listed below that will be selected on the Drawing Date.

PRIVACY INFORMATION: You understand that any personally identifiable information you provide to Instagram is subject to the Instagram Privacy Policy which can be found at <http://instagram.com/about/legal/privacy/#>. You further understand that the Sweepstakes Entities are

in no way responsible for how personally identifiable information provided to the Social Media Platform is utilized by the Social Media Platform.

- 4. HOW TO WIN.** Seven (7) winners (each, a “Winner” and together the “Winners”) will be selected on or about **November 9, 2022** (the “Drawing Date”), by a random drawing conducted by representatives of Sponsor from all the eligible entries received. The odds of winning will be determined by the number of eligible entries received. Sweepstakes will be administered by the Sponsor, decisions of which in all matters regarding the Sweepstakes shall be final and binding. The Winners will be notified either by Instagram direct messaging or email, and must meet all eligibility requirements including the execution and delivery of all necessary releases including an Affidavit of Eligibility/Release of Liability and Publicity Release form and a completed tax acknowledgment form within seven (7) days of date of issuance. A Winner’s failure to return all required forms in this seven (7) day time period may result in the Winner being disqualified and an alternate winner may or may not be selected at Sponsor’s sole discretion. If a dispute arises regarding who submitted an on-line entry, the entry will be deemed submitted by the holder of the email account as determined by Sponsor. If the Winner is ineligible for any reason whatsoever, Sponsor may hold another random drawing to determine an alternate Winner. However, if delays in obtaining the necessary releases would make it impracticable to select another Winner due to the timing of the use of one of the prizes (for example concert tickets), no alternative Winner will be awarded. If the Winner does not respond within twenty-four (24) hours after the first attempt to contact him/her, Sponsor may select an alternate in his/her place at random from all eligible entries received.

If entering via a social media method (detailed above) it is the Entrant’s responsibility to timely set account settings to accept contacts by Sponsor and to timely check your account for such messages. If entering via the formstack method (detailed above) it is the Entrant’s responsibility to timely check your account for messages. This may include checking spam and trash folders. Sponsor is not responsible for any failure of delivery of notice attempting to use such methods.

- 5. PRIZES.** Seven (7) Winner(s) will each receive two (2) upper-level tickets to the Maverick City Music concert taking place at State Farm Arena on Tuesday, November 15, 2022, with a value per pair of tickets of \$101.00 (each, a “Prize”). Total AMV of all Prizes is \$707.00. Note that the exact seat location of the tickets for the concert shall be chosen at Sponsor’s sole discretion and will be subject in all cases to availability. No resell or transfer. The reporting and payment of any tax liabilities incurred by the entrant as a result of this Sweepstakes and any prize(s) won are the sole responsibility of the entrant. No substitution or transfer of prize(s) or cash redemptions permitted by Winners. The Sweepstakes Entities reserve the right to substitute a prize of like value in the event the described prize, or any portion thereof, is unavailable for any reason whatsoever. Prize is non-transferable and non-assignable. No prize substitution allowed by Winners. No portion of the prize may be sold, bartered or exchanged by the Winners. If awarded, Prize will be awarded without any warranty of any kind beyond manufacturer’s standard warranty. Sponsor is not responsible if the concert is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer’s standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the description above are the sole responsibility of Winners. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets will not be replaced. By accepting a ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. No substitution, exchange or transfer of prize by any Winner. Sponsor reserves the right to substitute any prize for one of equal or greater value.
- 6. ODDS OF WINNING.** The odds of winning the Prize are determined by the total number of entries received during the Entry Period.
- 7. GENERAL RULES AND REGULATIONS.** By entering this Sweepstakes, participants grant the Sweepstakes Entities the right, unless prohibited by law, to use their names, voices, pictures and likeness, Entry or any copyrighted or copyrightable materials without further authorization or compensation, for the purpose of advertising and publicizing the goods and services of the Sponsor and all matters related to the Sweepstakes in any manner or medium, through the world in perpetuity

without further compensation (except where prohibited by law). Winners will be required to sign and execute affidavits of eligibility, tax acknowledgement forms, liability releases and, except where prohibited by law, use of name and likeness releases (“Winner Documents”) and return within seven (7) days of issuance. Noncompliance with this time period may result in disqualification. In the event a Winner declines the prize or fails to return completed releases, Sponsor may elect, at its sole discretion, to select an alternate winner. If no eligible potential winner can be identified after reasonable attempts or if delays in obtaining the completed Winner Documents would make it impracticable to award the prize due to the timing of the concert, no substitute prize may be awarded in Sponsor’s sole discretion. By entering this Sweepstakes, entrants agree to release the Sweepstakes Entities from any and all liability claims or actions of any kinds whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize, or while preparing for, participating in, and/or traveling to any prize-related activity. The Sweepstakes Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded. In the event more winner notifications are issued, or more winning prize claims are received, than the number of prizes set forth in these Official Rules due to computer, printing, seeding, human, or other error or problem, a random drawing will take place from all eligible prize claims for the prize at issue to award the proper number of prizes as set forth in these Official Rules. In the event of sabotage, acts of God, computer virus or other events or causes beyond the Sponsor’s reasonable control, which corrupt the integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right to cancel or suspend the Sweepstakes. In the event of cancellation, prizes will be awarded from among all eligible, non-suspect entries received prior to the event requiring such cancellation. Notice of cancellation will be posted at www.statefarmarena.com.

8. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, designs, promotional materials, web pages, drawings, illustrations, logos, slogans, and representations are owned by the Atlanta Hawks, State Farm Arena and their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
9. **CONSTRUCTION.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Georgia. In any action brought to enforce the obligation or right of any party hereunder, entrants consent to personal jurisdiction and venue in any court of appropriate jurisdiction in Fulton County, Georgia, USA. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If 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.
10. **FORCE MAJEURE.** Sponsor shall not be liable to Winners or any other person for failure to supply Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, pandemic, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor’s sole control.
11. **RELEASE AND WAIVER OF LIABILITY.** By entering this Sweepstakes, entrants agree to release the Sweepstakes Entities and Instagram from any and all liability claims or actions of any kinds whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with or

arising out of the receipt, ownership or use of the prize, or while preparing for, participating in, and/or traveling to any prize-related activity. The Sweepstakes Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded.

12. **NOTE.** Entry must be made by the Entrant only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the Entry process is prohibited. Entries or other Sweepstakes materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion.
13. **MISCELLANEOUS.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Entry Site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. No Injunctive Relief: EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE SWEEPSTAKES OR ANY OTHER PROJECT OF SPONSOR OR ANY OF ITS AFFILIATES.
14. **PRIVACY STATEMENT.** The information submitted, including the registration information, will be available to the Atlanta Hawks, the NBA Entities, and State Farm Arena. For more information on how this information may be used by them, please read their respective Privacy Notices, which can be found at www.hawks.com, www.nba.com and www.statefarmarena.com. In addition, by submitting this information you agree that Atlanta Hawks, the NBA Entities, and State Farm Arena may contact you from time to time regarding special offers and promotions they think may be of interest to you.
15. **OFFICIAL RULES AND WINNERS' LIST REQUESTS.** For a copy of either the Official Rules or the Winner's List, send a request and a self-addressed, stamped envelope to the following address by November 30, 2022 for "Rules," or December 9, 2022 for "Winner": **MCM GIVEAWAY SWEEPSTAKES**, Attn: Arena Marketing Department, One State Farm Drive, Atlanta, GA, 30303.

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