

76ERS x XFINITY AUTOGRAPHED BASKETBALL SWEEPSTAKES

Important: Please read these Official Rules before entering the 76ers x Xfinity Autographed Basketball Sweepstakes (the “Sweepstakes”).

By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

Sweepstakes void where prohibited by law. Subject to applicable federal, state, and local laws.

1. Eligibility: The Sweepstakes is open only to legal residents of the Commonwealth of Pennsylvania and the 150-mile radius surrounding the city of Philadelphia who are at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older) at the time of entry.

Directors, officers, members, managers, and employees of Philadelphia 76ers, L.P. (“**Sponsor**”), Comcast Cable Communications Management, LLC (“**Presenting Partner**”), the National Basketball Association and its member teams, and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. Sweepstakes Period: The Sweepstakes starts at 1:00 p.m. Eastern Time (ET) on May 1, 2023 and ends at 11:59 p.m. ET on May 14, 2023 (the “**Sweepstakes Period**”). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Sweepstakes.

3. How to Enter: To enter, during the Sweepstakes Period visit <https://www.nba.com/fans/sixers> and follow the instructions to enter the Sweepstakes, including entering your name, email address, and opting in to receive Comcast marketing communications when prompted by Sponsor in order to enter the giveaway. Upon completion of these steps, you will receive one (1) entry into the Sweepstakes. Limit one (1) entry per person using only one (1) email address throughout the Sweepstakes Period. Any attempts to obtain additional entries, including through multiple or duplicate email addresses or accounts will result in disqualification.

Free Method of Entry: To receive one (1) entry into the Sweepstakes without completing the steps outlined above, mail a 3x5 card with your name, mailing address, and email address to: 76ers x Xfinity Autographed Basketball Sweepstakes Entry, Philadelphia 76ers, L.P., 3 Banner Way, Camden, NJ 08103. P.O. Boxes are not permitted. Entries must be postmarked by May 14, 2023 and will be honored if received up to three (3) days after the end of the entry period.

If participating in this Sweepstakes via your mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider’s data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

4. Identity of Entrant: All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor’s discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the entry. An “**authorized account holder**” means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

5. Selection and Notification of Winner: On or about May 17, 2023, Sponsor will select three (3) potential winners in a random drawing from among all eligible entries at Sponsor’s headquarters as listed in Section 15 below. The odds of winning depend on the number of eligible entries received.

Each potential winner will be notified via email on or about May 17, 2023. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, as specified by Sponsor, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address or a potential winner does not respond within 24 hours of being notified by Sponsor; (ii) any required documents are not returned as specified by Sponsor, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Only three (3) alternate drawings will be held for each prize, after which the remaining prizes will not be awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. Prizes: Three (3) winners will each receive one (1) Wilson basketball autographed by a current member of the Philadelphia 76ers active roster (such member selected based on the Sponsor’s sole discretion). Approximate Retail Value (“**ARV**”) of each prize: \$175. Total ARV of all prizes: \$525.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes.

Except for applicable manufacturer’s standard warranties, the prizes are 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).

7. Disclaimer: Sponsor, Presenting Partner, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the “**Released Parties**”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties’ reasonable control; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

8. Limitations of Liability; Releases: By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses

and damages related to 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.

ENTRANTS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE SPONSOR, AND PRESENTING PARTNER FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE AWARDING, ACCEPTANCE, USE OR MISUSE OF ANY PRIZE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

9. Use of Winner's Name, Likeness, etc.: To the fullest extent permitted by applicable law, entry into the Sweepstakes constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.

10. Privacy: See Sponsor's Privacy Policy at https://www.nba.com/news/privacy_policy.html. See Presenting Partner's Privacy Policy at <https://www.xfinity.com/privacy/policy>.

11. Winner List; Rules Request: For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after May 17, 2023 and before May 17, 2024 to the address listed in Section 15 below, Attn: 76ers x Xfinity Autographed Basketball Sweepstakes. To obtain a copy of these Official Rules, visit <https://www.sixers.com/xfinity-sweeps-rules> or send a stamped, self-addressed business-size envelope to the address listed in Section 15 below, Attn: 76ers x Xfinity Autographed Basketball Sweepstakes.

12. Intellectual Property Notice: All 76ers-related trademarks are trademarks of Philadelphia 76ers, L.P. ("76ersLP"). The Sweepstakes and all accompanying materials are copyright © 2023 by 76ersLP. All rights reserved.

13. Disputes: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY-CAMDEN OR THE APPROPRIATE STATE COURT LOCATED IN CAMDEN COUNTY, NEW JERSEY. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO

JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14. General Conditions: Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (in its discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, Presenting Partner, the Sweepstakes or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Sweepstakes. Any attempt by an entrant or other individual to deliberately damage any website associated with this Sweepstakes or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law and Sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by applicable law. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

15. Sponsor: Philadelphia 76ers, L.P., 3 Banner Way, Camden, NJ 08103. **Presenting Partner:** Comcast Cable Communications Management, LLC, One Comcast Center, 1701 JFK Blvd, Philadelphia, PA 19103.