

**THE SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE (SEE SECTION 1) AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.**

**2024 MIAMI HEAT SWEEPSTAKES ("SWEEPSTAKES")  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY:** The Sweepstakes is open to individuals who are legal U.S. residents residing within a 100-mile radius of Kaseya Center (601 Biscayne Blvd, Miami, FL 33132) (the "Arena") and twenty-one (21) years of age or older at the time of entry. Void where prohibited. Employees, officers, directors, contractors and agents of The Southern Region Advertising Council, Inc. ("Sponsor"), BMW of North America LLC ("BMW NA"), participating BMW dealerships, Genesco Sports Enterprises, Inc. ("Administrator"), each of their respective parent, subsidiary and affiliated companies, Web masters/suppliers, advertising and promotion agencies involved in the administration, development, fulfillment and execution of the Sweepstakes (collectively "Sponsor and Promotion Parties"), and each of their respective IRS dependents, immediate family members (spouse, parent, child, sibling and their respective spouses), Miami Heat Limited Partnership ("MHLP"), Basketball Properties, Ltd. ("BPL"), and the NBA Properties, Inc. ("NBAP"), National Basketball Association (the "NBA"), and the NBA member teams (collectively, with MHLP, BPL NBAP, and NBA, the "NBA Entities"), and individuals residing in their same household are not eligible to participate or win. The Sweepstakes is subject to applicable federal, state, and local laws and regulations. Sponsor and Administrator reserve the right, at any time, to verify eligibility requirements in any manner it deems appropriate. By participating, participants agree to these Official Rules, which are final and binding in all respects.

**2. SWEEPSTAKES TIMING:** The Sweepstakes begins on October 30, 2024 at 12:00:00 a.m. Eastern Time ("ET") and ends on April 3, 2025 at 11:59:59 p.m. ET ("Sweepstakes Period"). There will be six (6) random drawings (each a "Drawing") conducted for the Sweepstakes, each corresponding to a Miami HEAT home game (see the "Assigned Game Date" below). Entries for each Drawing must be received prior to the entry deadline as set forth below to be eligible for a particular Drawing. The time clock of the computer administering the Sweepstakes is the official time-keeping device of the Sweepstakes.

Drawing	Entry Deadline	Drawing Date	Assigned Game Date
1	11/14/24, 11:59:59 p.m. ET	11/15/24	11/24/24
2	12/13/24, 11:59:59 p.m. ET	12/16/24	12/23/24
3	01/17/25, 11:59:59 p.m. ET	01/20/25	01/27/25
4	02/16/25, 11:59:59 p.m. ET	02/17/25	02/26/25
5	03/13/25, 11:59:59 p.m. ET	03/14/25	03/23/25
6	04/03/25, 11:59:59 p.m. ET	04/04/25	04/13/25

**3. TO ENTER:** During the Sweepstakes Period, eligible entrants may access the online entry page at [2024miamiheatsweeps.eventsbmw.com](https://2024miamiheatsweeps.eventsbmw.com) ("Website") to complete and submit an entry for each Drawing in one of the following manners: (a) visit the BMW display during select Miami HEAT home game(s) and use Administrator's tablet computer; (b) simply log on to the Website using your own web-enabled device; or (c) click on the link within an email you may have received from the Sponsor about the Sweepstakes. **Limit one (1) entry per person/email address per Drawing.**

Entry submission must be manually keystroked or entered by the individual participant. All participants must have a valid email address to be contacted by the Administrator if they are selected as a winner. Multiple participants may not share the same email address. A potential winner may be requested to provide Sponsor with proof that he or she is the authorized account holder of the email address associated with the winning entry and/or an eligible participant. In the event of a dispute over the identity of a participant, the entry will be declared made by the authorized account holder of the email address used during the submission process. The "Authorized account holder" is the person who is assigned to

the email address by the online service provider. A potential winner may be required to provide identification sufficient to show that he or she is the authorized account holder of such account. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email addresses/IP addresses may be blocked. Additionally, if it is discovered that a participant used multiple identities, email addresses, phone numbers and/or mailing addresses or manipulated such information, for the purpose of obtaining more than one (1) entry per Drawing, he or she will be disqualified, and any prize won shall be forfeited.

**4. RANDOM DRAWINGS:** One (1) potential winner will be randomly selected for each Drawing on or about the Drawing's corresponding Drawing Date, listed in Section 2, from among all eligible entries received for that Drawing. Entries are only eligible for the Drawing in which they were submitted; entries will not carry forward to subsequent Drawings. Drawings will be conducted by the Administrator whose decisions shall be final and binding in all matters relating to the Sweepstakes. Odds of winning depend upon the number of eligible entries received for a given Drawing. Limit one (1) prize per person/household.

**5. PRIZE DETAILS:** A total of six (6) prizes are available to be awarded for the Sweepstakes (one (1) per Drawing). Each prize consists of two (2) tickets to the Miami HEAT home game assigned to the Drawing and a \$150.00 credit at Bacardi Ocho Lounge; see Section 2 for the "Assigned Game Date" per Drawing. Approximate Retail Value ("ARV") of each prize is \$350.00. Total ARV of all prizes is \$2,100.00.

**Prize conditions: Transportation, accommodations, parking, meals, gratuities, and all other expenses or items not specifically listed herein are solely the responsibility of winner.** All games awarded for the Sweepstakes shall take place at Kaseya Center located at 601 Biscayne Blvd., Miami, Florida 33132. Winner does not receive his or her choice of game date. Winner's guest must be twenty-one (21) years of age or older. Game is subject to change and cancellation. No responsibility is assumed by the Released Parties (as defined in Section 7) for a canceled, delayed, suspended or rescheduled game. Winner will not receive compensation from Sponsor or NBA Entities in the event of game delay, postponement, or cancellation. Prize may be subject to additional terms and conditions, including but not limited to terms regarding game rescheduling or cancellation. Seating assignments at the game are in Sponsor's sole discretion. Tickets are subject to terms and conditions as set by issuer. Tickets may be provided to winner via a mobile ticketing platform and are subject to terms and conditions of such mobile ticketing platform. Winner may be required to provide a valid email address, download the applicable mobile ticketing app to his or her mobile device, and present tickets at the venue via mobile device. Data rates may apply. Winner is solely responsible for any such wireless or data charges associated with such use, including the downloading and use of mobile ticketing app. Lost, stolen or damaged tickets will not be replaced or exchanged. Game tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture. Sponsor, Promotion Parties, the Arena, MHL P and BPL reserve the right to remove or to deny entry to winner and/or guest who engages in illegal behavior or in a non-sportsmanlike or disruptive manner, or behaves with the intent to annoy, abuse, threaten or harass any other person at the game. No compensation shall be awarded for a missed game, for any reason. Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility.

Each winner must accept prize as stated by Sponsor, or prize may be forfeited and awarded to an alternate winner. Any difference between stated value and actual value of the prize will not be awarded. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Taxes, if any, on prize are solely the responsibility of the winner. Each winner may be required to provide a valid social security number and will receive an IRS 1099 tax form for the ARV of the prize, if applicable.

**6. WINNER NOTIFICATION:** The potential winners will be notified by phone and/or email and will be required to follow the instructions within the notification within forty-eight (48) hours or prize may be forfeited and awarded to an alternate winner. As part of the prize-claim process, the potential winners will be required to complete, sign and return an IRS Form W-9 (including their social security number) and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within the forty-eight (48) hour period. Sponsor and Administrator are not responsible for (a) suspended or discontinued landline, wireless or online service which may result in a potential winner not receiving a notification, (b) any change in participant's contact information or (c) any undelivered or unanswered emails, including without limitation,

emails that are not received because of a potential winner's privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. If (a) an attempted prize notification or prize is returned as undeliverable, (b) a potential winner does not respond to the prize-claim instructions as stated within the notification, (c) any required documents are not returned within the required time period, (d) a potential winner cannot be verified or (e) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. Sponsor will attempt to award the prize up to ten (10) times (time permitting). If the originally selected potential winner and nine (9) alternate potential winners (time permitting) do not (a) respond to Sponsor's notification as indicated above or (b) accept the prize, the prize will be forfeited and deemed "unclaimed".

**7. GENERAL CONDITIONS:** As a condition of entering, participants agree (and agree to confirm in writing) that Sponsor, each Promotion Party, each NBA Entity, Kaseya Center, Miami-Dade County, City of Miami and each of their respective parent companies, subsidiaries, affiliates, their respective directors, officers, owners, governors, employees, agents, and representatives (collectively "Released Parties") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, illnesses, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, including travel thereto or participation in the Sweepstakes or any Sweepstakes-related activities. Except where legally prohibited, winner grants (and agrees to confirm such grant in writing) permission to Sponsor and those acting under its authority the right to the use of their name, picture, likeness, voice, and biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval. The Miami HEAT identifications are the trademarks, copyrighted designs, and other intellectual property exclusively owned by the Miami Heat. All other referenced product names and marks are trademarks of their respective owners.

**8. LIMITATIONS OF LIABILITY:** None of the Released Parties are responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered entries or emails; or for interrupted or unavailable satellite, network, server, Internet Service Provider, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry, or other information, or the failure to capture, or loss of, any such information. None of the Released Parties are responsible for any incorrect or inaccurate information, caused by any equipment or programming associated with or utilized in the Sweepstakes; or assume any responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Website or any equipment used for Sweepstakes. Sponsor and Administrator reserve the right, at their sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of the Sweepstakes, to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Use of Website is at user's own risk. Released Parties are not responsible for injury to participant resulting from participating in the Sweepstakes. If, for any reason, the Sweepstakes, in the sole opinion of Sponsor and Administrator, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor and Administrator, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor and Administrator reserve the right, at their sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and randomly award the prizes from among eligible non-suspect entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor and Administrator. Additionally, none of the Released Parties are liable in the event that any portion of the Sweepstakes (including the prize) is compromised, modified or canceled due to pandemics or epidemics, outbreaks of infectious disease or any other public health crisis including quarantine measures of any government authority or other restrictions, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control (a "Force Majeure Event").

**9. PRIVACY POLICY:** Please see the privacy policy located at <https://www.bmwusa.com/privacy-policy/index.html> for details of the policy regarding the use of personal information collected in connection with the Sweepstakes. Additionally, any communication between participant, Sponsor and/or the Administrator regarding the Sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names may be

included in a publicly-available winner's list.

**10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply South Carolina law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than those claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THE SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.** BY PARTICIPATING IN SPONSOR'S SWEEPSTAKES, EACH PARTICIPANT AND PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT OR PRIZE RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.

**11. GOVERNING LAW/JURISDICTION:** By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of South Carolina, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of South Carolina, in Greenville, South Carolina. By entering, participants consent to the jurisdiction and venue of the federal, state, and local courts located in Greenville County, South Carolina, USA.

**12. WINNER'S LIST:** For the names of the winners, send a self-addressed, stamped envelope to: 2024 Miami HEAT Sweepstakes Winner's List, PO Box 130, c/o GSE, Dept. 24-8116-62, Glencoe, MN 55336-0130, for receipt by May 9, 2025.

**13. SPONSOR:** The Southern Region Advertising Council, Inc., 1155 Hwy 101 South, Greer, SC 29651.

The National Basketball Association and its member teams and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives, and employees will have no liability or responsibility

for any claim arising in connection with participation in the Sweepstakes or any prize awarded. The NBA Entities have not offered or sponsored the Sweepstakes in any way.