

TISSOT BUZZERBEATER SWEEPSTAKES TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE.

These Terms and Conditions (the “Rules”) govern the **Tissot Buzzerbeater Sweepstakes** (“Sweepstakes”) which is administered by The Swatch Group (U.S.) Inc. - Tissot Division, 800 Waterford Way, Suite 1000, Miami, FL 33126 (“Tissot”, “us”, “our”, “we”). By participating in this Sweepstakes, you agree to these Rules and to abide by them.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on October 22, 2024 at 12:00:01 AM Eastern Time (“ET”) and ends on October 20, 2025 at 11:59:59 PM ET (“Sweepstakes Period”). Sponsor’s server and computer clock is the official time-keeping device.
- 2. ELIGIBILITY:** Entry is open to any person residing in any of the 50 U.S. states or the District of Columbia, and aged 18 or over at the start of the Sweepstakes. This Sweepstakes is not open to employees of The Brand (“Sponsor”), NBA Properties, Inc., the National Basketball Association (the “NBA”) and its member teams (collectively, the “NBA Entities”), WNBA Enterprises, LLC, the Women’s National Basketball Association (the “WNBA”) and its member teams (collectively, the “WNBA Entities”), their respective parent companies, subsidiaries, affiliates, related entities, partners, licensees, sponsors, and advertising/promotion agencies and all of their respective officers, directors, employees, agents, representatives, successors and assigns and their immediate families (parents, spouses, children and siblings and their respective spouses, regardless of where they reside), and household members, whether or not related, are not eligible to enter or win. Void where prohibited by law. Subject to all applicable federal, state and local laws.
- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may complete and submit the registration form located online at [URL](#) including, but not limited to: his/her complete first and last name (no initials), valid e-mail address with zip code and phone number. By registering to participate via this method of entry, eligible entrants are agreeing to providing his/her registration information to Tissot in accordance with the Privacy term below. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the Sweepstakes.
 - 3.1 ENTRY LIMIT:** There is a limit of one (1) entry per person during the Sweepstakes Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address the entries may, in Tissot’s sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Tissot’s sole discretion, may not be eligible to win a prize.
 - 3.2 IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER’S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.
 - 3.3 ALTERNATIVE METHOD OF ENTRY:** In addition to entering the Sweepstakes via the above method, entrants may also enter the Sweepstakes by mailing a postcard to The Swatch Group (U.S.) Inc. – Tissot Division, Attn: Tissot Buzzerbeater Sweepstakes, 800 Waterford Way, Suite 1000, Miami, FL 33126 with the following required information: complete first and last name (no initials), valid e-mail address with zip code and phone number. All mail entries must be received during the Sweepstakes Period.
- 4. RANDOM DRAWING:** During the Sweepstakes Period, Tissot will randomly select one (1) potential winner (a “Winner”) for each “Buzzerbeater” to occur during an official NBA regular- and post-season and during an official WNBA regular- and post-season game, pending verification of his/her eligibility and compliance with these Rules. For purposes of this Sweepstakes, a “Buzzerbeater” is defined as when an NBA or WNBA player shoots and scores a basket right at the end of the game or at the buzzer.
- 5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

- A. Prize:** The winner shall receive NBA or WNBA memorabilia of Tissot's choice.
- B. ARV:** The approximate retail value is ("ARV") \$150.00.
- C. Odds of Winning:** The odds of winning the prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.

- 6. HOW TO CLAIM A PRIZE:** After the random drawing, Tissot will notify the Winner via e-mail at the e-mail address provided at the time of registration. If the Winner cannot be reached or does not reply within 48 hours of the prize notification, the Prize will be assumed to have been forfeited. The Winner may be subject to a background check before the prize is awarded. Tissot reserves the right to disqualify the Winner based on the results of such background check if Tissot determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on Tissot. Failure to provide all required information within the stated time period may result in forfeiture of the Winner's right to claim his/her Prize, and may result in the Prize being awarded to an alternate winner. If the Winner is disqualified, found to be ineligible, not in compliance with these Rules or declines to accept a prize, the Prize may be forfeited. If the Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Tissot in its sole discretion. If, after a good-faith attempt, Tissot is unable to award or deliver the Prize, the Prize may not be re-awarded. Any portion of the Prize not accepted by the Winner will be forfeited. The Winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Prize won. Tissot will issue an IRS Form 1099-MISC to the Winner, if applicable. All other costs and expenses not expressly set forth herein shall be solely the Winner's responsibility.

Tissot will attempt to notify the Winner as set forth above, but Tissot is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of the Winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any Winner notification e-mail, to a spam or junk folder. A Prize that is unclaimed, unredeemed, or returned as undeliverable will not be awarded. The Prize is non-transferable, and no prize substitution, exchange or cash equivalent will be allowed, except by Tissot, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the Prize or force majeure, at Tissot's sole and absolute discretion. Released Parties shall not be held responsible for any delays in awarding the Prize for any reason.

- 7. LIMITATION OF LIABILITY:** Tissot, NBA Entities, WNBA Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, members, managers, distributors, retailers, assignees, advertising/promotion agencies, representatives, and agents ("Released Parties") shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the Prize and/or participation in this promotion. By participating in this Sweepstakes, entrants agree that the Released Parties are not responsible for: (i) lost, late, incomplete, stolen or misdirected postage or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Rules. Further, Released Parties are not responsible for any unanswered or undeliverable winner notifications.
- 8. WAIVE RIGHTS:** By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines,

penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

- 9. RIGHT TO MODIFY OR CANCEL:** If, for any reason, the Sweepstakes is not capable of running as planned, Tissot reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Rules, a random drawing among the claimants will be held to determine the Winner.
- 10. WITHOUT WARRANTY:** WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 11. DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of all entrants and Tissot in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules. Any and all disputes, claims and causes of action arising out of or in connection with the Sweepstakes or any prize awarded shall be resolved exclusively in the appropriate federal or state court located in Miami-Dade County and each entrant hereby consents and submits to the personal jurisdiction of such courts. BY ENTERING THIS SWEEPSTAKES, THE ENTRANT AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.
- 12. PRIVACY:** As part of the sweepstakes entry, Tissot collects personal data about entrants on the Website in accordance with its privacy policy. Tissot's privacy policy and opt-out information is available at <https://www.tissotwatches.com/en-us/privacy-notice.html>.
- 13. PUBLICITY RIGHTS:** Entrants in this Sweepstakes agree to be bound by these Rules and agree that Tissot, NBA Entities, WNBA Entities and their designees and assigns have the perpetual right to use his/her name, voice, city/state of residence, biographical information, photos, video or film clips, and/or other visual likeness, in any media or format now or hereafter known and other information and content provided in connection with the Sweepstakes including the Winner(s) List, promotion, trade, commercial, advertising, publicity and/or trade purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation (financial or otherwise), permission or notification, except where prohibited by law.
- 14. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Tissot reserves the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners

may be required to provide proof of identification and eligibility as required by Tissot. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as 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) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, TISSOT RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Rules valid and enforceable. The invalidity or unenforceability of any provision of these Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Rules. Tissot's failure to enforce any term of these Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Tissot and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Rules shall prevail.

- 15. WINNER LIST:** To learn of the Winner(s), an interested person should email a request to TissotEvents@swatchgroup.com with "Winners List, Tissot Buzzerbeater Sweepstakes" in the subject line or mail a self-addressed stamped business envelope to Winners List, Tissot Buzzerbeater Sweepstakes, The Swatch Group (U.S.) Inc. - Tissot Division, 800 Waterford Way, Suite 1000, Miami, FL 33126. Winners List requests must be received no later than November 20, 2025.