

# TISSOT BUZZER BEATER SWEEPSTAKES

## OFFICIAL RULES

### **NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Tissot Buzzer Beater Sweepstakes ("Sweepstakes") is sponsored by The Swatch Group (U.S.) Inc., Tissot Division ("Sponsor"), 703 Waterford Way, Suite 450, Miami, FL 33126 and is administered by PROMOSIS, Inc., ("Administrator" or "Promosis"), 89 Front Street, Suite 205, Marblehead, MA 01945.

1. **Sweepstakes Period:** The Sweepstakes begins at 12:00:01 a.m. ET on October 24, 2023 and ends at 11:59:59 p.m. ET on October 20, 2024 ("Sweepstakes Period"). For purposes of the Sweepstakes, the sole determinant of the current time will be the clock on the promotion website server, regardless of what any other timekeeping device might indicate.

2. **Eligibility:** The Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Not open to employees and their families (spouses, parents, children/siblings and their respective spouses, and those living in the same household) of The Swatch Group (U.S.) Inc., Tissot Division, CAA Brand Consulting, 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 subsidiaries, affiliates, participating retailers, promotion partners, advertising and production agencies, and Promosis, Inc. All federal, state, and local laws apply. Void where prohibited or restricted by law. By submitting an entry, participant consents to the use of his/her registration information in accordance with the Sponsor's [privacy policy](#). Entrants agree to the release of their name, address, and email information to Promosis for winner notification purposes and for public winner disclosure as required by law. Participation constitutes entrant's full and unconditional agreement to the Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

3. **To Enter:** Visit <https://cloud.communication.tissotwatches.com/buzzer-beater> any time during the Sweepstakes Period and complete and submit the online registration. Entries must be complete to be eligible. **Limit one (1) entry per person or email address.** Providing an invalid email address, invalid information, multiple entries, or otherwise failing to abide by these Official Rules will result in Sweepstakes disqualification. Entries must be received by 11:59:59 p.m. ET on October 20, 2024. In the event of a dispute regarding the identity of any entrant, the entry will be deemed made by the person identified as the authorized account holder of the email address submitted at the time of entry (i.e., the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address).

4. **Drawings:** During the Sweepstakes Period, there will be one (1) First Prize drawing corresponding to each of the first fifteen (15) "Buzzer Beaters" to occur during an official NBA regular season or postseason game, and the first ten (10) "Buzzer Beaters" to occur during an official WNBA regular season or postseason game. For purposes of this Sweepstakes, a "Buzzer Beater" 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. First Prize drawings will be conducted by Sponsor approximately three (3) days following the "Buzzer Beater", from among all cumulative eligible entries received. Potential First Prize winners will be notified via email by Sponsor, for winner

eligibility verification. Sponsor will make all final determinations if or when a “Buzzer Beater” has occurred. If, in the sole opinion of Sponsor, fewer than fifteen (15) or no NBA “Buzzer Beaters” or fewer than ten (10) or no WNBA “Buzzer Beaters” occur during the Sweepstakes Period, those prizes will not be awarded.

Grand Prize drawings will be conducted from among all cumulative eligible entries received in each of three (3) Grand Prize Entry Periods, with the following deadlines: 11:59:59 p.m. ET January 1, 2024 (NBA All Star Game Grand Prize); 11:59:59 p.m. ET May 1, 2024 (NBA Finals Grand Prize); and 11:59:59 p.m. ET September 1, 2024 (WNBA Finals Grand Prize). Grand Prize drawings will be conducted approximately three (3) days after the conclusion of each Grand Prize Entry Period. Potential Grand Prize winners will be notified via email from Promosis, and will be required to complete an online winner verification within three (3) days of the date of the email notification, or prize will be forfeited. Potential Grand Prize winners will be required to upload a “selfie” photo and image of a government-issued photo ID, plus provide their Social Security number for IRS 1099-MISC tax form purposes, as part of the online verification. Grand Prize winners will be required to complete and return follow-up documentation sent via email from Promosis. Any potential winner who fails to respond to the winner notification, declines to accept a prize, or is found to be ineligible will be disqualified, and an alternate winner will be randomly selected from the remaining pool of entries received for the applicable drawing, time permitting, as determined by Sponsor in its sole discretion.

**5. Prizes:** Three (3) Grand Prizes, as follows:

**NBA All Star Game Grand Prize:** a trip for two (2) to the 2024 NBA All Star Game, scheduled for February 18, 2024 in Indianapolis, IN, including round trip economy air travel from the major U.S. gateway airport nearest the winner’s home, three (3) nights hotel accommodations (1 room, dbl. occupancy), two (2) tickets to the game, a Gift Box, and a \$500 Gift Voucher for food & ground transportation. Approximate retail value = \$3,750.

**NBA Finals Grand Prize:** a trip for two (2) to one (1) game of the 2024 NBA Championship Finals (date and location, TBD), to be scheduled at Sponsor’s discretion, including round trip economy air travel from the major U.S. gateway airport nearest the winner’s home, three (3) nights hotel accommodations (1 room, dbl. occupancy), two (2) tickets to the game, a Gift Box, and a \$500 Gift Voucher for food & ground transportation. Approximate retail value = \$3,750.

**WNBA Finals Grand Prize:** a trip for two (2) to one (1) game of the 2024 WNBA Championship Finals (date and location, TBD), to be scheduled at Sponsor’s discretion, including round trip economy air travel from the major U.S. gateway airport nearest the winner’s home, three (3) nights hotel accommodations (1 room, dbl. occupancy), two (2) tickets to the game, a Gift Box, and a \$500 Gift Voucher for food & ground transportation. Approximate retail value = \$3,750.

**Twenty-five (25) First Prizes** (one (1) winner per each “Buzzer Beater” First Prize drawing): signed NBA or WNBA memorabilia of Sponsor’s choice. Approximate retail value = \$150.

Actual value of Grand Prizes may vary based on timing of trip, location of departure city, and assessment of prize elements publicly available. Difference between actual value and stated value, if any, will not be awarded in cash or other consideration. Grand Prize trip dates will be scheduled by Sponsor. Grand Prize elements, including air travel provider and hotel, will be chosen by Administrator. Grand Prize winners are responsible for any incidental travel costs not expressly stated above, including but not limited to transportation to/from airport in departure city, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, meals, personal charges at lodging, or other expenses. Any other costs associated with the Grand Prize trip are at the winner’s discretion, and are not included. Winner and guest must be available to travel on the dates specified by Sponsor or prize and its value will be forfeited.

Travel guest of the winner will be required to complete a liability/publicity release (where permitted by law) before trip is booked. Winner and guest must travel together on the same itinerary, and are solely responsible for obtaining any and all required travel documentation. Grand Prize winner is responsible to adhere to any airline, hotel or game venue guidelines for any trip guest's under eighteen (18) years of age. Game tickets are subject to the terms and conditions specified by the NBA and WNBA. Winner and guest must comply with all venue regulations and policies, or prize may be forfeited. Grand Prize trips and components are subject to scheduling availability and certain other restrictions. Sponsor will not be responsible for replacement of any lost or stolen tickets or travel vouchers once they are in winner's possession or in the possession of the winner's guest. If a Grand Prize winner elects to travel or partake in a prize without a guest, no additional compensation will be awarded to the winner. Sponsor is not responsible for any postponement, delays, or cancellation of air travel in connection with the prize trip or any postponement, delays, or cancellation of event, due to COVID-19 or other reasons. Sponsor bears no responsibility if any event, element, or detail of a prize is canceled, postponed, or becomes unavailable for any reason. Should any event, element, or detail of a prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element, or detail.

Prizes may not be transferred or redeemed for cash, in whole or in part. No substitution for prizes or parts thereof, except by Sponsor as may be necessary due to unavailability. If originally-offered prize or prize element is unavailable at the time of award, Sponsor may, at its sole discretion, substitute an item of comparable or additional value. **Limit one (1) "Buzzer Beater" First Prize and one (1) Grand Prize per person.** In no event will more than the stated number of prizes be awarded. Winners are solely responsible for any applicable taxes on the value of the prize won. Grand Prize winners will be issued an IRS 1099-MISC tax form for the value of the prize(s) awarded. By accepting a prize, winner agrees to grant to the Sponsor and its promotion partners the right without limitation to use the winner's name, picture, portrait or likeness, and voice in any future promotional material connected with this Sweepstakes in any and all media, now known or hereafter devised, without further compensation, where permitted, and that such use can be made without prior inspection or approval of the use of any copy used in connection with it. In the event of a conflict or discrepancy between any messaging or communication regarding the Sweepstakes and these Official Rules, these Official Rules shall prevail. Odds of winning a First Prize are dependent upon the number of "Buzzer Beater" occurrences and the number of eligible entries received by the time of each occurrence during the Sweepstakes Period; odds of winning a Grand Prize are dependent upon the number of eligible entries received by the deadline of each Grand Prize Entry Period. Watching a game is not required and will not impact the chances of winning a prize.

**6. Limitation of Liability:** Sponsor, Administrator, the NBA Entities, WNBA Entities, and their promotion partners and affiliates are not responsible for typographical errors in any Sweepstakes-related materials; for lost, late, misdirected, or incomplete registrations/entries or email; for technical, hardware, software, Internet, or telephone failures of any kind; for lost or unavailable network connections; for viruses; for failed, incomplete, garbled, or delayed computer transmissions that may limit or interfere with a participant's ability to take part in the Sweepstakes; or for non-delivery of any prize due to factors beyond Sponsor's control, including lost, late, or misdirected deliveries or any delay or suspension of service that may affect prize delivery. Entries generated by script, macro, or other automated entry devices are not valid and will be disqualified. Sponsor reserves the right to disqualify and seek prosecution of any entrant who disrupts or interferes with the proper play of the Sweepstakes, or acts in violation these Official Rules in any way. Sponsor reserves the right to cancel or modify Sweepstakes if fraud or technical failure compromises the integrity of the Sweepstakes, or corrupts or impairs the administration, security, fairness, or proper play of the Sweepstakes, as determined by Sponsor in its sole discretion. If Sweepstakes is canceled for any reason, including but not limited to

those stated above, winners will be determined via random drawings from among all eligible entries received up to the time of cancellation. Sponsor and its promotion partners, related companies, agencies, the NBA Entities, the WNBA Entities, and each of their respective parents, subsidiaries, affiliates, owners, members, directors, managers, employees, or officers shall not be liable for injury, losses, damages, or costs of any kind resulting from participation in this Sweepstakes, or acceptance of or use or misuse of a prize or parts thereof. The NBA Entities and the WNBA Entities have not offered or sponsored this promotion in any way, nor are they responsible for prize awards. By entering, participants agree to be bound by these Official Rules.

**7. Dispute Resolution:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim ambiguity with respect to these Official Rules or claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participants' actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**8. Winners List:** For the names of the winners, send a standard-size postcard, only, with your return address to: Tissot Buzzer Beater Sweepstakes Winners List, PO Box 38, Marblehead, MA 01945. Requests must be received by January 20, 2025. Do not send entries or any other correspondence to this address.