

'NBA TICKETS AND TRAVEL COMPETITION' TERMS AND CONDITIONS

The Promoter

1. The promoter is Basketball England, NSC, Gate 13, Etihad Campus, Rowsley St, Manchester, M11 3FF (**Basketball England**).

How to Enter

2. The competition will run from 10:00 on 6 September (the **Opening Date**) and will close on 12am 28 February 2023 (the **Closing Date**) inclusive. Entries received after the Closing Date are automatically disqualified and will not be accepted.
3. There is no entry fee and no purchase necessary to enter this competition.
4. All entries must be submitted online by completing Basketball England's 'NBA tickets and travel competition' sign-up form by Closing Date, which is provided on within the members' area of <https://www.basketballengland.co.uk/>, selecting that you wish to enter, and providing a valid name, address, email address, telephone number and your Basketball England membership number.
5. By submitting a competition entry, the participant is deemed to have accepted and agreed to be bound by these Terms and Conditions upon entry. Basketball England reserves the right to refuse entry, or refuse to award the prize to anyone in breach of these Terms and Conditions.

Eligibility

6. The competition is only open to all residents in England aged 18 years or over, **except:**
 - a. employees of Basketball England, their families, agents or anyone else connected with this promotion and the administration of the prize draw, are not eligible to enter or win; and
 - b. employees, officers and directors, and the household and immediate family members and/or those with whom such employees, officers and directors are domiciled, of NBA Properties, Inc., the National Basketball Association (the "**NBA**"), NBA member teams, NBA Media Ventures, LLC, prize suppliers, and advertising/promotion agencies and their respective parent companies, subsidiaries, affiliates (collectively, "**NBA Entities**") are not eligible to enter or win. For the purpose of these Terms and Conditions, "household members" means those people who share the same residence and/or mailing address at least three months per year with one or more NBA Entities and "immediate family members" means any parent, spouse, sibling or child and their respective spouses.
7. Only registered members of Basketball England are eligible for this competition.
8. In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. Basketball England reserves the right and may require you to provide proof that you are eligible to enter the competition.
9. There is a limit of one entry to the competition per Basketball England membership number. Multiple entries with the same membership number will be not be accepted and the entry(ies) will be disqualified.
10. Basketball England reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition

The Prizes

11. The prizes are supplied by NBA Properties, Inc., the National Basketball Association of 645 5TH AVE New York, NY 10022 United States (the “**NBA**”). Basketball England reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond Basketball England’s control makes it necessary to do so.
12. There are two prizes available to be won in this competition and each prize includes:
 - a. two tickets to a 2022/2023 regular season NBA game in New York (tickets are subject to the NBA’s ticketing terms and conditions:
 - www.nba.com/nets/tickettermsandconditions;
 - www.nba.com/resources/static/team/v2/knicks/media/2020-21/pdf/2020-21-New-York-Knicks-Ticket-Terms-Conditions.pdf,and will be dependent on which NBA game you chose to attend. The prize winner agrees to be bound by the relevant terms); and
 - b. return economy flights from a major UK airport to New York and three nights’ room-only accommodation (double room) in a 3* hotel. The prize does not include travel insurance, the cost of transfers to and from airports or stations, food and drink, spending money, tax or personal expenses. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the prize are the responsibility of the winner(s).
13. You will be responsible for ensuring that you and any person travelling with you are available to travel and comply with all applicable legal and regulatory requirements including but not limited to any travel rules, that you hold valid travel insurance and passports, any necessary visas, authorisations and travel documents for your trip in question.
14. The prizes are subject to availability, and are not negotiable, non-exchangeable, non-transferable and no cash alternative is offered.
15. The prizes are personal to the winners and may not be claimed by a third party on your behalf or transferred to another person.
16. The prizes must be claimed on or before 26 March 2023 (**Claim Date**) or the prizes will lapse and the winner will forfeit any part of the prize that they do not take before this date. Basketball England will not take responsibility for any prize that has not been claimed on or before the Claim Date.
17. The NBA as the supplier of these prizes may also often stipulate their own terms, conditions or restrictions and all prize winners and person travelling with them agree to be bound by these. Subject to condition 26 and condition 27, Basketball England shall have no liability in relation to any prize supplied or provided by a third-party provider.
18. The winner and any person travelling with them agrees to comply and be bound by the terms or restrictions of the airline and accommodation venue involved in the provision of the prize. Subject to condition 26 and condition 27, Basketball England shall have no liability in relation to any prize supplied or provided by a third-party provider.
19. Basketball England will not take responsibility for any lost prizes – replacements cannot be issued.

Winners

20. A winner will be chosen by random draw performed by a computer process on 1 March 2023.
21. The winner will be notified by email or telephone (using details provided at competition entry) on 1 March. If a winner does not respond to Basketball England within seven days of being

notified by Basketball England, then the winner's prize will be forfeited and Basketball England will be entitled to select another winner in accordance with the process described above.

22. Following the winner's response to Basketball England's notification (as set out in condition 21) Basketball England will provide by email (using details provided at competition entry) further details on how to claim the prize.
23. Basketball England does not accept any responsibility if you are not able to take up the prize.
24. Basketball England must either publish or make available information that indicates that a valid award took place. To comply with this obligation Basketball England will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails media@basketballengland.co.uk or writes to the address set out in condition 1 (enclosing a self-addressed envelope) within one month after the Closing Date of the competition. If you object to any or all of your surname, county and winning entry being published or made available, please contact Basketball England a media@basketballengland.co.uk. In such circumstances, Basketball England must still provide the information and winning entry to the Advertising Standards Authority on request.
25. If you are a winner, Basketball England may request you to participate in any publicity or promotion organised by Basketball England including promotional photographs.

Limitation of Liability

26. Insofar as is permitted by law, Basketball England and the NBA, their agents or distributors will not in any circumstances be responsible or liable to compensate the winner or any person travelling with them (as applicable) or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of Basketball England or the NBA, its agents or distributors or that of their employees. Your statutory rights are not affected.
27. In addition to any other limitations of liability contained in these official rules or otherwise on Basketball England's website(s), Basketball England and the NBA assume absolutely no responsibility or liability for: (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorised access to, or theft, destruction or alteration of entries at any point in the operation of this competition; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilised in any aspect of the operation of the competition; (d) inaccessibility or unavailability of any network or wireless service, the internet or website or any combination thereof; (e) suspended or discontinued internet, wireless or landline phone service; (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the competition or download of any materials in the competition (if any); and (g) any losses whatsoever, financial or otherwise, suffered by any person or entity in connection with the competition and these Terms and Conditions.

Data Protection

28. You are providing information to Basketball England and no other party unless you tick the box to consent for your information being shared with the NBA. We are not responsible for the NBA's privacy statements and we encourage you to read the NBA's privacy policy before you agree to consent to your information being shared with the NBA.

29. Personal data supplied during the course of this promotion will only be processed as set out in Basketball England's [Data Protection Policy](#). See also condition 24 and condition 25, with regard to the announcement of winners.
30. Participants in this Contest agree to be bound by these Terms and Conditions and agree that the NBA Entities, Advertising and Assignors may use the participant's name, voice, city / province of residence, photographs, videos or video clips and / or other visual similarities for advertising and / or commercial purposes and / or for any other purpose in any medium or form now or hereinafter known without further compensation (financial or otherwise), license or notice.

General

31. Basketball England reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
32. If there is any reason to believe that there has been a breach of these terms and conditions, Basketball England may, at its sole discretion, reserve the right to exclude you from participating in the competition.
33. The decision of Basketball England regarding any aspect of the prize draw is final and binding and no correspondence or discussion will be entered into about it.
34. This competition is subject to all applicable laws and regulations and is void where prohibited by law. These Terms and Conditions apply only to this competition and not to any other promotions, contests, or sweepstakes by Basketball England or any NBA Entities.
35. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England.