

**Phoenix Mercury**  
**Tune-In to Win brought to you by First Bank**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.**

- 1. AGREEMENT TO OFFICIAL RULES:** Participation in the “Phoenix Mercury Tune-In To Win” (the “Promotion”) constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor and Administrator (as defined below), which are FINAL AND BINDING in all respects. RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.
  
- 2. ELIGIBILITY:** The Promotion is open to legal residents of the United States who, at the time of participation, are at least eighteen (18) years of age or older and reside within the State of Arizona. Only one (1) individual may be identified as an entrant. All current and former directors, officers of Phoenix Mercury Basketball, LLC d/b/a the Phoenix Mercury (“Administrator”), FirstBank (“Sponsor”), the Women’s National Basketball Association (the “WNBA”) and its member teams, WNBA Properties, Inc., Sports & Entertainment Services, LLC, Phoenix Arena Development Limited Partnership d/b/a Talking Stick Resort Arena, and each of their respective companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and promotion agencies (collectively, the “Promotion Parties”), and each of their immediate family members (spouses, parents, children and siblings, and their respective spouses), and those living in the same household as each, are not eligible to participate in or win any Prize in the Promotion.
  
- 3. ODDS OF WINNING:** The odds of winning a Prize will depend on the number of eligible entries received during the Promotion Period (as defined below). As used herein, “Winner” shall mean the recipient of a Prize.
  
- 4. PRIZES:** There are two (2) types of prizes as described below (each, a “Prize” and collectively, the “Prizes”):
  - (a) Per-Game Prize. Each per-game prize Winner will receive Phoenix Mercury merchandise or autographed memorabilia identified by the table below (each, a “Per-Game Prize”).

**Date | Prize**

<b>July 25, 2020</b>	<b>  Autographed Jersey (ARV \$150)</b>
<b>July 29, 2020</b>	<b>  Autographed Jersey (ARV \$150)</b>
<b>July 31, 2020</b>	<b>  Autographed Jersey (ARV \$150)</b>
<b>August 2, 2020</b>	<b>  Autographed Jersey (ARV \$150)</b>
<b>August 4, 2020</b>	<b>  Autographed Jersey (ARV \$150)</b>
<b>August 6, 2020</b>	<b>  Autographed Jersey (ARV \$150)</b>
<b>August 8, 2020</b>	<b>  Autographed Jersey (ARV \$150)</b>
<b>August 10, 2020</b>	<b>  Autographed Jersey (ARV \$150)</b>
<b>August 12, 2020</b>	<b>  Official Game Ball (ARV \$100)</b>

August 14, 2020 | Official Game Ball (ARV \$100)  
August 16, 2020 | Autographed Shoe (ARV \$100)  
August 19, 2020 | Autographed Shoe (ARV \$100)  
August 21, 2020 | Autographed Shoe (ARV \$100)  
August 23, 2020 | Autographed Shoe (ARV \$100)  
August 26, 2020 | Autographed Shoe (ARV \$100)  
August 28, 2020 | Autographed Basketball (ARV \$100)  
August 30, 2020 | Autographed Basketball (ARV \$100)  
September 1, 2020 | Autographed Basketball (ARV \$100)  
September 3, 2020 | Autographed Basketball (ARV \$100)  
September 5, 2020 | Autographed Basketball (ARV \$100)  
September 9, 2020 | Autographed Basketball (ARV \$100)  
September 11, 2020 | Autographed Basketball (ARV \$100)

Limit one (1) Per-Game Prize per person/per Authorized Account Holder (as defined below)/per household.

(b) Grand Prize.

- (i) One (1) Grand Prize Winner (as defined below) will receive five-thousand dollars (\$5,000.00) from Sponsor; and
- (ii) Sponsor will donate a total of up to five-thousand dollars (\$5,000.00) to the Alliance General Fund as part of Arizona Gives Day 2021.

Maximum approximate retail value (“ARV”) of the Per-Game Prize and the Grand Prize is \$5,250.00. The Grand Prize ARV is five-thousand dollars (\$5,000.00), and the ARV of each Per-Game Prize is two-hundred and fifty dollars (\$250.00). This does not include the amount listed in b(ii) above. The retail value is what will be reported for tax purposes as referenced in paragraphs 8 and 9 below. The amounts reflected in b(ii) above will therefore not be included for tax reporting purposes.

The Prizes are non-assignable and nontransferable. No cash equivalent of the Prizes will be awarded, and the Grand Prize is not exchangeable or otherwise transferable. Administrator and Sponsor reserve the right to substitute any prize in whole or in part with other prizes of comparable or greater value if the intended prize is not available for any reason, as determined by Administrator, in Administrator’s sole discretion.

The date and time of the games may be subject to change and cancellation. Any comments made by a Winner in a social media format containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous may disqualify the winner, at the sole discretion of Administrator. Administrator will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any game. Administrator nor its affiliates or subsidiaries will be responsible for any loss, liability or damage arising out of a Winner’s acceptance or use of the Prize.

5. **PROMOTION PERIOD:** The Promotion will begin on Saturday, July 25, 2020 at 7:00 PM Pacific Standard Time (“PST”), and end on Friday, September 11, 2020 at 11:59 PM PST (“Promotion Period”). Notwithstanding the foregoing, the Promotion as it applies to each respective game shall begin at the

commencement of the respective game and shall end at 11:59 PM PST on the date of such game (each, a "Game Promotion Period"). The Administrator's computer system shall be the official timekeeper.

6. **HOW TO ENTER:** Entrants may enter the promotion by visiting the landing page on the Phoenix Mercury website at [phoenixmercury.com/watch](http://phoenixmercury.com/watch) or on the Phoenix Mercury mobile application. To enter the Promotion, entrants must complete the form on the landing page including the following categories: First Name, Last Name, E-Mail Address, Phone Number, Code Word and the score of the game.
7. **WINNER(S) SELECTION:** Administrator will conduct one (1) random drawing after each one of the games, during the Promotion Period, in which Administrator will randomly select one (1) Per-Game Prize winner from all eligible entries received as of the drawing, regardless of entry method (each, a "Per-Game Winner"). Non-winning entries will be eligible to enter for future drawings, if any. Administrator will also conduct one (1) random drawing on September 14, 2020 in which Administrator will randomly select one (1) Grand Prize winner from all eligible entries (the "Grand Prize Winner"). All potential winners are subject to eligibility verification by Administrator. An entrant is not a Winner of any Prize, even if notified of being a Winner, unless and until the entrant's eligibility has been verified.
8. **WINNER(S) NOTIFICATION AND VERIFICATION:** The Per-Game Winner for each game will be notified through e-mail and will have twenty-four (24) hours from the delivery of such notice to confirm the Prize Winner's acknowledgement. If necessary, Administrator may randomly select an alternate Winner from all remaining eligible entries. If elected by Administrator, there will be up to three (3) alternate random drawings for the Grand Prize Winner, provided that any such alternate Grand Prize Winner must execute the Winner's Agreement on or prior to 5:00 PM PST on September 30, 2020 after which such opportunity may remain un-awarded. Each Winner shall execute and return an affidavit of eligibility, liability release and, where lawful, publicity release (collectively, the "Winner's Agreement") in such form as dictated by Administrator in its sole discretion, within twenty-four (24) hours of its acknowledgement of selection. Each entrant understands that Administrator, Sponsor or its respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the Prize awarded to entrant from entrant's participation in the Promotion the form of an IRS Form W-2G, or otherwise. Entrant must currently be a legal resident of the United States to be awarded any Prize. Entrant understands that prior to being entitled to receive any Prize, and prior to receiving any Prize, entrant will first provide Sponsor or Administrator with all of entrant's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form 5754), and that entrant's failure to provide such information to Sponsor or Administrator will result in entrant's automatic ineligibility to receive any Prize. In the event: (a) a potential winner declines the Prize in writing; (b) the Winner's Agreement or tax-related documents are not returned within the time period stated above; (c) any Prize or selection notification is returned as undeliverable; (d) the Administrator is unable to contact a potential winner within a reasonable time period; or (e) a potential winner is not otherwise in compliance with these Official Rules, the Prize will be forfeited and, at Administrator's sole discretion and time-permitting, Administrator may select an alternate winner from all remaining eligible entries. "Authorized Account Holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute as to any e-mail entry submitted, e-mail entries submitted will

be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Proof of being the authorized account holder may be required.

- 9. TAXES AND EXPENSES:** Winner is responsible for all applicable taxes (including, but not limited to federal, state, local and/or income) and other fees and expenses associated with the Prize.
- 10. PRIZE CONDITIONS & USE RIGHTS:** Except where prohibited by law, by accepting any prize, each Entrant and Entrant's parent or legal guardian consents to Sponsor, Phoenix Mercury Basketball, LLC, Women's National Basketball Association and its Member Teams, WNBA Properties, Inc., Phoenix Arena Development Limited Partnership, Sports and Entertainment Services, LLC, and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the Winner's name, address, voice, statement, picture or other likeness, without additional compensation (other than the specific prize described herein), for public relations, advertising and promotional purposes as may be determined by Administrator.
- 11. RELEASE AND LIMITATIONS ON LIABILITY:** As a condition of participating in the Promotion, entrants agree to release Administrator and Sponsor, and hold harmless all directors, officers, volunteers and employees of the Promotion Parties and the City of Phoenix (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion, or receipt or use of any Prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Promotion or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or acceptance, receipt, use, or misuse of any Prize, or travel to any Promotion-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation, invasion of privacy, or merchandise delivery. Entrant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and to waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Promotion or acceptance, possession, or use of any Prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, 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. Administrator is not responsible if any Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 12. CANCELLATION/SUSPENSION:** If for any reason the Promotion is impaired in any way for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Promotion. If Administrator decides to reconvene the Promotion after a suspension, the determination of the Winner(s) will be made, from among all eligible, non-suspect entries received as of the date of the suspension, as Administrator determines in its sole discretion.

- 13. DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Administrator reserves the exclusive right to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, shall void all such entries by any such methods, and shall disqualify any entrant using such methods from the current Promotion and any future promotions. CAUTION: Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Promotion may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, the Administrator reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.
- 14. DISPUTE RESOLUTION AND CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and or causes of action arising out of or connected with this Promotion, or any Prizes awarded, or the administration of the Promotion, or the determination of the Winner(s), shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by arbitration, to take place in Maricopa County, Phoenix, Arizona, pursuant to the Rules of the American Arbitration Association, then effective; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but SHALL NOT include attorneys' fees; and (c) under no circumstances will an entrant be permitted to obtain awards for, and entrants hereby waive, all rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and the Administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona, excluding Arizona's conflicts of law doctrine.
- 15. WINNERS LIST:** For a list of winners, send a self-addressed, stamped envelope for receipt by September 30, 2020 to: "Phoenix Mercury Tune-In To Win Promotion", c/o DJ Downs, 201 East Jefferson Street, Phoenix, AZ 85004." For a copy of these Official Rules, please visit [www.phoenixmercury.com](http://www.phoenixmercury.com).
- 16. MISCELLANEOUS:** By entering this Promotion, entrant agrees and acknowledges that he or she may be contacted in the future by the Promotion Parties and each of their respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents.
- 17. PRIVACY:** By participating in the Promotion, Entrant authorizes Administrator to collect, use, process, transfer and store all data provided by entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that such parties deem necessary, whether within entrant's country of residence or elsewhere, and with such party(ies) as Administrator deems appropriate, for purposes of administration of the Promotion. All information submitted online by entrants is subject to the privacy policy accessible at [www.suns.com](http://www.suns.com) or by request. Personal information will be used only to: (a) provide information about the Promotion; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from Administrator on the online entry form, to send additional information to that entrant during or after

the Promotion Period (entrant may opt-out at any time from receiving additional information in accordance with Administrator's privacy policy). Entrants to the Promotion will be given the option to receive commercial e-mails from the Administrator; however, eligibility to participate in the Promotion is not dependent upon entrant's consent to receive such e-mails. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy statements of the Administrator.

**18. SPONSORED BY:** FirstBank Holding Company, 12345 West Colfax Avenue Lakewood, CO 80215.

**19. ADMINISTERED BY:** Phoenix Mercury Basketball, LLC, 201 E. Jefferson St., Phoenix, AZ 85004.

**ALL RIGHTS RESERVED.**