

## **Terms and Conditions**

### **“MOLTEN BALL GIVEAWAY – FBWC 2023” (the “Draw”)**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** The Draw is open only to those who sign up at the dedicated Draw digital form and who are at least 18+ years old at the time of entry. The Draw is open to the legal residents of all countries, except this offer is void where prohibited by law. Employees of FIBA their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Draw.
2. **Agreement to Draw Terms and Conditions:** By participating, you agree to be fully unconditionally bound by these Terms and Conditions, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of FIBA, as final and binding as it relates to the content. The Draw is subject to all applicable federal, state and local laws.
3. **Draw Period:** Entries will be accepted online starting on or about 31 August 2023 and ending 11 September 2023 at 11:59 PM. All times are (GMT+01:00) Geneva, Switzerland.
4. **How to Enter:** The Draw must be entered by submitting an entry using the online form provided on this digital platform. The entry must fulfill all Draw requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to these Terms and Conditions may be disqualified at the sole discretion of FIBA. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple e-mail addresses, identities or devices in an attempt to circumvent the Terms and Conditions. If you use fraudulent methods or otherwise attempt to circumvent the Terms and Conditions your submission may be removed from eligibility at the sole discretion of FIBA.
5. **Prizes:** The approximate retail value of the prize is CHF 130. The prizes are: One Molten Ball. You are not guaranteed to win a prize. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by FIBA. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for FIBA to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner selection and notification:** Winner of the Draw will be selected in a random drawing prior to 30 September 2023, under the supervision of FIBA. If FIBA determines in its sole discretion that the selected person does not fulfill the eligibility criteria, the random drawing will be repeated until a Winner meeting the eligibility criteria is found. Winners will be notified via e-mail to the e-mail address they entered the Draw with within five (5) days following the winner selection. FIBA shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-

functioning contact information. If the selected winner cannot be contacted, is ineligible, or fails to claim the prize within one (1) day from the time award notification was sent, or fails to timely return any completed and executed declaration and release required, prize may be forfeited and an alternate winner selected. The receipt by winner of the prize offered in this Draw is conditioned upon compliance with any and all federal and state laws and regulations. **ANY VIOLATION OF THESE TERMS AND CONDITIONS BY ANY WINNER (AT FIBA'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE DRAW AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. **Permission to use data:** By entering this content you understand that FIBA, anyone acting on behalf of FIBA, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name and likeness, if applicable, in connection with participation in the Draw without any further compensation.
9. **Terms:** FIBA reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Draw should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Draw. In such case, FIBA may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by FIBA. FIBA reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Draw or website or violates these Terms and Conditions.

FIBA has the right, in its sole discretion, to maintain the integrity of the Draw, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by these Draw Terms and Conditions; if in its sole discretion the entry does not fulfill the eligibility criteria, or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Draw may be a violation of criminal and civil laws and should such an attempt be made, FIBA reserves the right to seek damages from any such person to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering you agree to release and hold harmless FIBA and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Draw and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
11. **Disputes: THIS DRAW IS GOVERNED BY THE LAWS OF SWITZERLAND.** As a condition of participating in this Draw, participant agrees that any and all disputes arising out of or connected with this Draw, shall be resolved individually, without resort to any form of class action, **EXCLUSIVELY BEFORE THE SWISS COURTS OF COMPETENT JURISDICTION IN MIES (VAUD SWITZERLAND).** Further, in any such dispute, under no

circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Draw), and participant further waives all rights to have damages multiplied or increased.

12. **Privacy Policy:** FIBA's Privacy Policy is available at <https://www.fiba.basketball/privacy>. Should you have any questions or comments, please do not hesitate to contact [privacy@fiba.basketball](mailto:privacy@fiba.basketball).
13. **Sponsor:** The Draw is sponsored by the Fédération Internationale de Basketball (FIBA), Route Suisse 5, Mies, Vaud, Switzerland.
14. This Draw is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Youtube, Pinterest, LinkedIn, Google or any other digital platform.