

ACG NBA JUMP Terms and Conditions (the “Terms and Conditions”)

General

- Participation in the events and activities known as “ACG NBA JUMP” conducted by NBA Properties, Inc. (“**NBAP**”) and its event agency, S.V. Edusports Private Limited (“**SVE**”), currently scheduled to take place in and around the cities of Mumbai, Delhi, Chennai, Ludhiana, Kochi and Kolkata on or about the period from December 2016 to January 2017 (the “**Tryout**”) is open to all boys born from January 1, 2000 to December 31, 2004 (the “**Age Cut-Off**”) who are students currently enrolled at an educational institution in India. Registration for the Tryout is available on-line via the Tryout-dedicated website located at www.acgnbajump.com (the “**Tryout Website**”). The written permission of the parent or legal guardian of each eligible Tryout registrant (each, a “**Participant**”) shall also be required in order to participate in the Tryout and will be collected by SVE on the applicable Tryout date at the registration desk for the applicable Tryout location. The Tryout is free for all Participants and no payment and/or purchase are necessary to participate in the Tryout. Registration for the Tryout is void where participation is prohibited by law.
- Employees, consultants, directors, representatives and officers of the National Basketball Association (“**NBA**”), NBAP, NBA India Basketball Private Limited, NBA Media Ventures, LLC, the NBA member teams, and each of their respective affiliates (collectively, the “**NBA Entities**”), 120 Media Collective (“**120**”), SVE, Multi Screen Media Private Limited (“**Sony Six**”) and ACG Associated Capsules Private Limited (“**ACG**”), Tryout sponsors and platform sponsors and their family members, distribution agencies, web design agencies, advertising agencies, fulfillment agencies, involved in the administration, development, fulfillment and execution of this Tryout and the immediate family members (spouse, recognized partner, parent, child, sibling and spouse or “step” of each) and those living in the same households of each individual are ineligible to participate in the Tryout and win prizes.
- By registering for the Tryout, the parent/legal guardian of Participant hereby agrees that he/she has read, understood, agreed and complied with these Terms and Condition and agrees, on behalf of himself/herself and Participant, to comply with and be bound by the Terms and Conditions.
- On the applicable Tryout date at the registration desk for the applicable Tryout location, each Participant is required to produce government recognized age proof (Driving License/PAN/Birth Certificate/Passport) along with college / school identity cards to confirm his eligibility to participate in the Tryout. Failure to provide valid age proof and college / school identity card will result in disqualification from the Tryout.
- In order to be eligible to participate in the Tryout, each Participant must provide, on the applicable Tryout date at the registration desk for the applicable Tryout location, a release

and waiver form (available on the Tryout Website [here](#) and at the registration desk on the applicable day of the Tryout) signed by his parent/legal guardian.

- The Tryout is open to Participants from across India and is not restricted to Participants residing in the cities where the Tryout is being conducted.
- Once a Participant has registered on the Tryout Website, a confirmation e-mail will be sent within 72 hours by SVE to the e-mail address provided by Participant in his registration form.
- Participants may opt (via check box upon registration on the Tryout Website) to receive recommendations, promotional offers and sales alerts from NBAP, its commercial partners and other third parties at their registered email address.
- SVE will email Tryout-related information to Participants periodically. Participants are advised to check their registered email account regularly for updates and information on the Tryout.

Prizes:

- Participants in the six (6) regional elite training camps stage of the Tryout (“**Regional Tryouts**”) or in other national basketball competitions (conducted by government departments, ministries or the Basketball Federation of India) may be selected by NBAP scouts for one of fifty (50) spots at the three-day national elite training camp portion of the Tryout (the “**National Finals**”). Participants who are selected to participate in the National Finals and whose parent/legal guardian consents to such Participant’s participation and provides signed Release Documents (as defined below) will be eligible to receive the following:
 - Round-trip transportation from Participant’s residence in India to the National Finals;
 - Meals and accommodation for three (3) days at the National Finals; and
 - Elite basketball training and tryouts.
- Twenty-four (24) Participants in the National Finals will be awarded a scholarship to attend the NBA Academy India for one or more academic years, which scholarship shall include:
 - Tuition fees at an educational institution affiliated with the NBA Academy India;
 - Meals and accommodation for the duration of the academic year;

- Round-trip transportation from Participant's residence in India to the NBA Academy India; and
- Elite basketball training and physical conditioning.

Additional Terms and Conditions

- The participation of any person in the Tryout may be terminated, without prior notice, at any time and for any reason by NBAP in its sole and absolute discretion. NBAP's decision is final and no correspondence will be entertained.
- In the event of a dispute, any person's entitlement to participate in the Tryout and/or receive any prize is subject to the sole discretion and final determination of NBAP.
- The parent/legal guardian of each Participant, on behalf of himself/herself and Participant, hereby makes the following representations:
 - (a) Participant will abide by all rules, procedures and conditions for participation in the Tryout, which will be determined by NBA in its sole discretion;
 - (b) The information Participant and his parent/legal guardian provided for registration is accurate and valid. Participant will present the government identification used for registration to SVE to prove the authenticity of Participant's age and identity before checking in for the Tryout. Participant shall be disqualified from the Tryout if Participant provides inaccurate, false or invalid information or otherwise provides information in violation of these Terms and Conditions;
 - (c) Participant is in good physical condition and able to participate in the Tryout;
 - (d) Participant does not violate any laws or regulations or the rights of any third party by participating in the Tryout;
 - (e) The parent/legal guardian of Participant fully appreciates the potential risks of the Tryout, including the risks of bodily injury. The parent/legal guardian of Participant is willing to permit Participant to participate in the Tryout and, on behalf of himself/herself and Participant, expressly and knowingly accepts all potential risk of injury;
 - (f) The parent/legal guardian of Participant assumes all risks and consequences arising from Participant's participation in the Tryout. The parent/legal guardian of Participant agrees not to hold the NBA Entities, 120, SVE, Sony Six, ACG or any of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, agents, designees and assigns liable for any losses, damages or expenses Participant suffers from the Tryout.
- Except as may be required under applicable law, the NBA Entities make no warranties, implied or otherwise, about any prize offered as part of the Tryout, including warranties as to the quality, guarantee, merchantability or fitness for purpose of such prize, its value,

enjoyment or condition. Prizes are awarded on an “as is” basis and the NBA Entities shall not be held liable in any manner whatsoever for any of the above.

- Prizes cannot be transferred, assigned, redeemed for cash, substituted, or altered, except by NBAP at its sole discretion, due to prize unavailability, and then prize may be substituted for one of comparable or similar value. Particular prizes may be subject to change. Participants and winners (and his parent/legal guardian) are solely responsible for all applicable taxes and all other expenses not specified herein.
- By participating in the Tryout and providing any information, personal or otherwise, to the NBA Entities, Participant (and his/her parent/legal guardian) is deemed to have given written permission and consent for the NBA Entities to collect, analyse, share and disclose the information to third parties and partners and/or otherwise use without any liability to the individual any personal information relating to the Participant. The NBA Entities have the sole discretion to use the information for the purposes of marketing, planning, promotions, research, events and/or any other purposes and programs henceforth.
- The parent/legal guardian of each Participant, on behalf of himself/herself and Participant, hereby agrees to be bound by these Terms and Conditions and agrees that: (a) the NBA Entities may use (unless prohibited by law) Participant’s name, voice, city/state/country of residence, photographs, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known, throughout the world in perpetuity, without further compensation (financial or otherwise), permission or notification. The parent/legal guardian of each Participant agrees and undertakes to, at any and all times, upon request, to make, execute and deliver without charge, any and all such other instruments as maybe necessary or desirable for the purpose of giving full force and effect to the Terms and Conditions and the provisions thereunder; (b) the parent/legal guardian of Participant agrees that the right to withhold a prize in any category or to create any special award for a Participant that NBAP feel deserves special recognition be shall be made in the sole and absolute discretion of NBAP; and (c) the NBA Entities, 120, SVE, Sony Six, ACG and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, agents, designees and assigns shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation (but subject to operation of law), personal injury or death to participant 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 the Tryout.
- Photo / video uploads of the Tryout to social media by any Participants (and his parent/legal guardian) must not contain nudity, profanity, racism or violence in any form. Any content submitted and/or uploaded by the Participant relating to the Tryout is not defamatory, obscene, seditious, contravenes or constitutes a breach of privacy, publicity,

incites hatred, racist, against India or in any other respect in contravention of the applicable laws in India.

- It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize imposed by NBAP or any third party or prize supplier. NBAP reserves the right in its sole discretion to disqualify any individual who NBAP has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Tryout. The NBA Entities' legal rights to recover damages or other compensation from such an offender are reserved.
- Each prize winner's parent/legal guardian shall sign and return an Affidavit of Eligibility and Liability/Publicity Release ("**Release Documents**") in order for such winner to be eligible to receive any prize. Failure to provide duly signed Release Documents to NBAP within twenty-four hours (or such other time period specified by NBAP), such prize winner's right to claim such prize will be forfeited.
- Except as expressly provided under these Terms and Conditions, Participants and prize winners (and his parent/legal guardian) are responsible for all transportation and any related travelling expenses incurred by them (including but not limited to meals, drinks, transfers, laundry charges, activities, incidentals, taxes (including airport taxes, departure taxes), energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs) in connection with participating in the Tryout, including attending any the "National Camp" stage of the Tryout or in connection with collecting any prize.
- The NBA Entities make no representation as to the safety, conditions or other circumstances that may exist at any destination at which a Tryout clinic or other activity (including but not limited to the "National Camp" stage of the Tryout) is conducted.
- In the case of the intervention of any outside act, agent or event which prevents or significantly hinders NBAP's ability to proceed with the contest on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, NBAP may in its absolute discretion cancel the Tryout, subject to any requirements of applicable law.
- NBAP reserves the right to unilaterally alter, modify, revise, change or withdraw these Terms and Conditions, and any aspect of the Tryout (including but not limited to its structure, scope, content, rules, judging method and prizes) at its sole discretion at any time and without notice. Participation in the Tryout shall constitute acceptance of these Terms and Conditions and any amendments thereof.
- By registering for the Tryout, the parent/legal guardian of each Participant agrees that such registration shall not be construed or amount to a contract or an offer for employment from/with the NBA Entities, 120, SVE, Sony Six, ACG, or their respective partners and/or sponsors. No party hereto owes a fiduciary duty to the other. Nothing

herein shall be in any way construed to constitute the Participant to be an agent, employee or representative of NBA Entities.

- All disputes arising under the Tryout shall be governed by the laws of India and the courts at Mumbai shall have exclusive jurisdiction to adjudicate all disputes.

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