

**OFFICIAL RULES FOR BOSTON CELTICS SHAMROCK
FOUNDATION 50/50 RAFFLE THAT APPLY TO THE RAFFLES HELD
IN CONNECTION WITH BOSTON CELTICS HOME GAMES
OCCURRING DURING THE 2022-2023 NBA SEASON ONLY**

VOID WHERE PROHIBITED BY LAW. PRIZE ACCEPTANCE RELEASE IS REQUIRED.

By participating in the Boston Celtics Shamrock Foundation 50/50 Raffle at a Boston Celtics home game during the 2022-2023 NBA season (each, a “Raffle”), each entrant agrees to be bound by these Official Rules and by the decisions of the Boston Celtics Shamrock Foundation, Inc. (the “Foundation”), which shall be binding and final as to all matters related to the Raffle.

- 1. ELIGIBILITY:** RAFFLE TICKETS MAY ONLY BE PURCHASED IN PERSON BY PERSONS WHO, AT THE TIME OF PURCHASE, ARE EIGHTEEN (18) YEARS OF AGE OR OLDER, REGARDLESS OF THEIR STATE OF RESIDENCE. RAFFLE TICKETS MAY ONLY BE PURCHASED ONLINE BY PERSONS WHO, AT THE TIME OF PURCHASE, ARE (A) EIGHTEEN (18) YEARS OF AGE OR OLDER, AND (B) LOCATED WITHIN THE COMMONWEALTH OF MASSACHUSETTS. Raffle tickets may NOT be purchased by anyone under the age of eighteen (18), regardless of location. This Raffle is void wherever prohibited by law. Employees, household members (legally related or not) of employees, and the immediate family members (i.e., spouses, parents, legal guardians, in-laws, siblings, grandparents, grandchildren and children) of employees of the Foundation, Banner Seventeen, LLC (the “Boston Celtics”), the National Basketball Association (“NBA”) and its Member Teams, NBA Properties, Inc., AscendFS Delaware, Inc. (the “Raffle Operator”), each Special Beneficiary (as defined below), and/or any of the respective parents, subsidiaries, affiliates, directors, officers, governors, owners, advertising and promotion agencies and agents of any of the preceding entities (all except the Raffle Operator and Special Beneficiary, collectively, the “NBA Entities”) are not eligible to enter or win. By entering this Raffle, each entrant represents and warrants that entrant meets the above eligibility requirements and agrees to abide by these Official Rules.
- 2. ENTRY PERIODS:** Raffles will be conducted at certain Boston Celtics home games during the 2022-2023 NBA season (each, a “Game”). Raffle tickets are available for purchase beginning at the time that is ninety (90) minutes prior to the scheduled start time of each applicable Game and ending at the start time of the third quarter of each applicable Game (each, an “Entry Period”). For reference, the Boston Celtics 2022-2023 NBA Season schedule can be found at <https://www.nba.com/celtics/schedule>. No ticket purchases will be permitted after the start time of the third quarter of any applicable Game. See Section 6 (Purchasing Raffle Tickets) for details. The Raffle is subject to all applicable federal, state and local laws. Entrants who are not selected as the Official Winner (as defined in Section 4) during any Entry Period will not be automatically entered to win the prize described in Section 4 for any subsequent Entry Period.
- 3. NET PROCEEDS:** The Net Proceeds from the Raffle will be retained by the Foundation for the benefit of programs supported by the Foundation and any charitable donations made by the Foundation, including those made in connection with the Boston Celtics United for Social Justice initiative. “Net Proceeds” means the gross receipts from the conduct of the Raffle at the applicable Game, less twenty percent (20%) of gross receipts that cover the Foundation’s reasonable administrative expenses (including reasonable sums expended for license fees and other reasonable operating expenses directly related to the Raffle). Notwithstanding the foregoing, in the event a nonprofit organization is identified by the Foundation as a special beneficiary for any Raffle (each, a

“Special Beneficiary”), Net Proceeds from such Raffle will instead be provided by the Foundation to such Special Beneficiary for the benefit of programs supported by the Special Beneficiary.

4. **PRIZES:** There will be one (1) winner of the prize described below for each Entry Period (each, an “Official Winner,” and collectively, “Official Winners”). Each Official Winner will receive fifty percent (50%) of the applicable Game’s total Net Proceeds (“Prize”). The Foundation reserves the right to change or modify the Raffle prize in its sole discretion. The prize is subject to the terms and conditions set forth in these Official Rules.
5. **ADDITIONAL PRIZE TERMS:** The Foundation will not be responsible for awarding any un-awarded portion of a prize to an Official Winner if an Official Winner undertakes activities or communicates messages or images or engages in speech publicly or made known publicly that: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party’s or prize provider’s personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which the Foundation wishes to associate, as determined by the Foundation, in its sole and absolute discretion; and/or (e) otherwise violate the terms of any of the agreements that the Official Winner has agreed to comply with as an entrant of this Raffle.
6. **PURCHASING RAFFLE TICKETS:** The minimum purchase price of Raffle tickets is \$5. The price points for the Raffle tickets are as follows: three (3) tickets for \$5; ten (10) tickets for \$10; sixty (60) tickets for \$20; or two hundred (200) tickets for \$40. There are two (2) methods of purchasing Raffle tickets, as follows:
 - a. **In Person:** Eligible persons may purchase Raffle tickets in person from a BCSF representative at (i) any Raffle kiosk located on the Loge, Premium and Balcony levels of TD Garden, or (ii) at other designated locations throughout TD Garden. Once entrant’s Raffle tickets are successfully purchased, entrant will be automatically entered to win a prize.
 - b. **Online:** Eligible persons may purchase Raffle tickets electronically online by visiting www.celtics.com/5050online and following the purchase instructions. Once entrant’s Raffle tickets are successfully purchased, entrant will be automatically entered to win a prize.

Tickets generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The Foundation is not responsible for lost, late, incomplete, inaccurate, forged, mass-reproduced or mass-transmitted, mutilated, stolen, destroyed, invalid, delayed, unintelligible, misdirected, technically corrupted, undelivered or garbled tickets; and such tickets are void; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, lines, or viruses or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, undelivered or improperly formatted entries, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Raffle, including, without limitation, errors or difficulties which may occur in connection with the administration of the Raffle, the processing of tickets, the announcement of the prizes, or in any Raffle-related materials. For purposes of this Raffle, an online entry is “received” when the Raffle’s Operator’s servers record the entrant’s valid ticket purchase. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of an entry for purposes of

this Raffle. The Raffle Operator's timestamps will be the official timekeeper for this Raffle. Those who do not follow all of the instructions, provide the required information in their ticket entry, or abide by these Official Rules or other instructions of the Foundation may be disqualified.

The Foundation is not responsible for the actions of entrants in connection with the Raffle, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Raffle. Persons found tampering with or abusing any aspect of this Raffle, or whom the Foundation believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Raffle, as determined at the sole and absolute discretion of the Foundation, may result in immediate disqualification of the applicable entrant, as well as other possible consequences, including disqualification from any and all existing and future contests, sweepstakes and raffles of the Foundation and/or its affiliates. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE OR SERVER, OR UNDERMINE THE LEGITIMATE OPERATION OF THIS RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE FOUNDATION RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. The Foundation reserves the right, in its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

7. **DISPUTES: THE RAFFLE IS VOID WHERE PROHIBITED BY LAW.** By entering the Raffle, each entrant agrees that to the maximum extent permitted by applicable law: (a) any and all disputes, claims and causes of action arising out of or connected with the Raffle or any prize awarded, will be resolved individually, without resort to any form of class action; and (b) entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental, exemplary, indirect, consequential or special damages, lost profits, and/or any right to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, and Foundation in connection with the Raffle will be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The forum and venue for any dispute shall be in Massachusetts.
8. **PRIVACY:** Personally identifiable information that is submitted by entrants as part of the Raffle will solely be used to administer the Raffle, select the prize Winners, and fulfill the prizes, and will be treated in accordance with the privacy policy accessible at http://www.nba.com/news/privacy_policy.html.
9. **RAFFLE TICKETS ARE NONDEDUCTIBLE:** No portion of the Raffle ticket price may be deducted as a charitable contribution for tax purposes.
10. **NUMBER OF RAFFLE TICKETS; ODDS OF WINNING:** There will be one (1) Official Winner per Entry Period. The odds of winning a Raffle prize will depend on the total number of valid tickets sold during the applicable Entry Period. There is no minimum number of \$5, \$10, \$20, or \$40 tickets that must be sold. However, the Foundation retains the right, in its sole discretion, to cancel or extend the Entry Period for any reason. In the event of a cancellation of the Raffle in

connection with any Entry Period, entrants for the applicable Entry Period will be refunded the full purchase price paid for their tickets, without any deductions, within thirty (30) days from the date the Raffle was cancelled.

11. DRAWINGS: The potential winner of the prize for each Entry Period (“Potential Winner”) will be selected via random drawing from among all Raffle tickets sold as of the end of the applicable Entry Period (each, a “Drawing”). The winning Raffle ticket number will be (a) announced by a BCSF representative by the fourth quarter of the applicable Game, and (b) posted to www.celtics.com/5050online within 48 hours following the conclusion of the applicable Game. To claim the Prize, entrant must present the winning Raffle ticket to the BCSF representative located at Guest Services near Section 3 on Level 4 of TD Garden prior to the conclusion of the applicable Game, or contact BCSF via email at 5050raffle@celtics.com to arrange for ticket verification. In the event the winning Raffle ticket is not claimed within 30 days of the applicable Game date, the unclaimed prize will be forfeited, and a new winner will not be selected. The Foundation is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant’s e-mail or voicemail account to receive e-mail messages. Entrants are eligible to receive more than one (1) prize for their valid entries across Entry Periods.

12. DETERMINATION OF OFFICIAL WINNER(S): The Foundation shall have the sole discretion to determine whether each Potential Winner is an Official Winner of a prize. Each Official Winner must show a photo ID upon the Foundation’s request to redeem their prize. The Foundation’s decision concerning the identity of all Official Winners shall be final and binding. To become an Official Winner: (a) the Potential Winner must be eligible to participate in the Raffle under these Official Rules and must not be in violation of any other terms of these Official Rules, each as determined by the Foundation in its sole discretion; and (b) the Potential Winner may be required to execute a release of liability, publicity release and/or an affidavit affirming entrant’s eligibility to enter and win and that entrant agrees to all terms and conditions of the Raffle, and/or other documentation reasonably requested by the Foundation (collectively, the “Required Documentation”).

Each Official Winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with any prize he or she receives and may be responsible for pre-paying taxes prior to receiving the prize. The Foundation shall have the right, but not the obligation, to make any deductions and withholdings that the Foundation deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. An IRS Form 1099 or IRS Form W2G may be issued in the name of each Official Winner for the actual value of the prize received. If for any reason whatsoever each of the foregoing requirements is not satisfied with respect to a particular Potential Winner, or if the Foundation is unable for any reason to identify the holder of a winning Raffle ticket or to contact a Potential Winner, then that Potential Winner’s prize will be deemed forfeited and another Potential Winner will be selected.

The Foundation shall conclusively presume that the registered account holder of the email associated with the Raffle ticket is the lawful owner of that Raffle ticket and that ticket’s winning number, and the Foundation shall not make, nor have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning Raffle ticket. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. In the event a dispute regarding the identity of the individual who actually purchased a

ticket cannot be resolved to the Foundation's satisfaction, the affected ticket will be deemed ineligible. In the unlikely event that an error or problem in the administration of the Raffle results in two (2) or more Raffle ticket purchasers holding winning Raffle tickets that contain identical ticket numbers, then the person who has record of the earliest ticket purchase shall be deemed to hold the winning ticket.

- 13. AWARD OF PRIZE(S) TO OFFICIAL WINNER(S):** The prizes will be awarded to the Potential Winners who have been designated by the Foundation as Official Winners. The Foundation will contact each Official Winner regarding prize collection details, as set forth in Section 11.
- 14. TAXES:** All federal, state and local income taxes are the sole responsibility of each Raffle winner. The taxable value of the prizes will be treated as gambling winnings to the winners for federal and state income tax purposes, and the Internal Revenue Service takes the position that no portion of the ticket price will qualify as a charitable contribution for federal income tax purposes. Each Potential Winner will be required by law to pre-pay a portion of the tax liability incurred in connection with his/her receipt of the prize before receiving their prize from the Foundation (see Section 12 above).
- 15. GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (a) tickets which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (b) tickets that have been or may have been tampered with or re-sold in violation of these Official Rules; (c) tickets or payments that are delayed, misdirected, lost, interrupted, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, ISP, website, computer, telephone, cable or satellite modem or connection, app, website, hand held mobile device, computer hardware or software, or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server ISP or any equipment or programming used in or associated with the Raffle; (d) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Raffle (collectively, as described in clauses (a) through (d), "Errors"), including without limitation Errors in Raffle-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining Official Winners, or announcing or delivering prizes. If any portion of the Raffle is compromised, in the Foundation's sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in the Foundation's sole judgment, corrupt or impair the administration, security, fairness or proper play of the Raffle, or the proper submission or capture of tickets (collectively, a "Compromising Event"), then the Foundation reserves the right, in its sole discretion, to suspend, modify or terminate the Raffle, and to select winners from all eligible, non-suspect tickets received before the known occurrence or discovery of such Comprising Event. **All ticket purchases shall be final, and, subject to Section 10, no refunds or replacements will be issued by the Foundation. The Foundation has sole and final decision on admissibility of tickets and the determination of prize winners.**
- 16. RELEASE OF LIABILITY:** Entrants, by participating in the Raffle, agree that the Foundation, the Boston Celtics, the other NBA Entities, the Raffle Operator, DraftKings Inc., Crown Gaming Inc., each Special Beneficiary, and each of their respective parents, affiliates, subsidiaries, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any and all claims, demands, injuries, losses, liabilities, cost, expenses or damages of any kind, including

damages for death, personal injury, property damage or property loss, or other harm related to or resulting from, whether in whole or in part or directly or indirectly, participation in this Raffle, the acceptance, possession, use or misuse of any Entry or prize, the rules and their application thereof, all means of ticket sales including online ticket sales, Raffle process, and/or winning ticket selection.

- 17. PUBLICITY RELEASE:** Each Official Winner, by accepting their prize, grants the Foundation and the Foundation's designees and affiliates, including the Boston Celtics, and the NBA full permission, except where legally prohibited, to use that Official Winner's name, address (city and state only), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.
- 18. COPYRIGHT:** All Raffle materials are copyrighted by the Foundation, and may not be copied, reproduced or used for any purpose without the Foundation's express prior written consent.
- 19. SPONSOR:** Boston Celtics Shamrock Foundation, Inc., 100 Causeway Street, Twelfth Floor, Boston, MA 02114. Federal Tax Identification Number 04-3174933.
- 20. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Required Documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documentation is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. The Foundation's failure to enforce any term of these Official Rules will not constitute a waiver of that or any other provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Raffle-related materials, privacy policy, or terms of use and/or the terms and conditions of the Official Rules, the Official Rules will prevail, govern, and control, and the discrepancy will be resolved in the Foundation's sole and absolute discretion.

A copy of these Official Rules is also available on the Boston Celtics Shamrock Foundation website at www.celtics.com/5050online.