

SHERWIN-WILLIAMS COLOR YOUR COURT CONTEST

OFFICIAL CONTEST RULES

1. Contest Description: The following terms and conditions apply to the *Sherwin-Williams Color Your Court Contest* (the “Contest”). Individuals who, during the Contest Period (as defined below), create their own basketball court design using the template and design tools available at <https://www.nba.com/cavaliers/court> and submit their court design (each, an “Entry” and collectively, the “Entries”) via the link will be provided with an opportunity to win the following prize package (the “Prize”):

- their basketball court design will be replicated and displayed on a wall leading up the stairs at the Sherwin-Williams Northwest Entrance at Rocket Mortgage FieldHouse in Cleveland, Ohio (the “Venue”) for the period from approximately February 2020 through September 2020, provided that Cavaliers Operating Company, LLC (the “CAVS”) may shorten or extend such period in its sole discretion. Their basketball court design will be accompanied by a plaque with the applicable individual’s name and prominent Sherwin-Williams paint chips;
- two (2) tickets to one (1) Cleveland Cavaliers 2019-20 regular season home game at the Venue (particular game and seat locations to be determined by Cavaliers Operating Company, LLC (the “CAVS”) in its sole discretion);
- an assortment of Cleveland Cavaliers merchandise items (particular items to be determined by the CAVS in its sole discretion); and
- a \$100 Sherwin-Williams gift card.

Approximate Retail Value of the Prize: \$350

2. Contest Period: The Contest begins on October 1, 2019 at 12:00:00 AM EST and ends on November 22, 2019 at 11:59:59 PM EST (the “Contest Period”). To qualify, Entries must be received during the Contest Period. Any Entries received thereafter shall be null and void, and ineligible for the Contest. The CAVS are not responsible for late, incomplete, or misdirected Entries, nor are the CAVS obligated to publicly announce the Contest results.

3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Contest, an eligible entrant (“Entrant”) must, during the Contest Period, create their own basketball court design using the template and design tools available at <https://www.nba.com/cavaliers/court> and submit their court design (i.e., their Entry) via the link.

Limit: One (1) Entry per person during the Contest Period. If an Entrant submits multiple Entries, only the first Entry will be considered. All Entries become the property of the CAVS. All requested information on the Entry must be completed to enter and to

be eligible to win. All Entries or other materials and personal information submitted as part of the Contest may be shared by and between the CAVS, The Sherwin-Williams Company (“Sherwin-Williams”), and each of the affiliated entities and its advertising and promotional agencies, and the information will be used in accordance with their respective independent online privacy policies.

By entering the Contest, each Entrant consents to (a) being contacted by the CAVS and its respective affiliates; and (b) be bound by, and comply with, all of the terms and conditions set forth in these Official Contest Rules.

4. Eligibility: VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Entrants must be at least 18 years of age at the time of entry and reside within the State of Ohio, excluding those territories identified in **Section 13** below. The official sponsor of this Contest is the CAVS. Owners, directors, officers, and employees (and their parents, siblings, spouses, and children) of the CAVS, its affiliated entities, and its advertising and promotional agencies, and Sherwin-Williams are not eligible to participate in the Contest.

5. Judging Criteria and Notification of the Winners: On or about December 15, 2019, and subject to the terms and conditions set forth herein, there will be fourteen (14) Prize winners (each, a “Winner” and collectively, the “Winners”) chosen by the CAVS and Sherwin-Williams, based on the following: (a) fifty percent (50%) on creativity; and (b) fifty percent (50%) on the use of color (“Judging Criteria”).

The Winners will be notified by phone and/or email on or about December 18, 2019. If a Winner: (x) is unreachable; (y) does not respond to the CAVS by the date specified in the message; or (z) fails to accept the Prize (or any portion thereof), the CAVS reserve the right, in its sole and absolute discretion, to disqualify such Winner and, to select a replacement Winner from the remaining qualifying Entrants. The CAVS shall not be responsible for failed attempts to notify the Winners and no responsibility is assumed by the CAVS for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winners. Odds of winning depend upon the number of eligible entries received and meeting the Judging Criteria.

6. Winner Verification: Upon the request of the CAVS, the Winners must sign and return the following documents by a date determined by the CAVS in order to be eligible to receive the Prize: (a) an affidavit of eligibility; and (b) a liability/publicity release in form and substance satisfactory to the CAVS. If any of the foregoing documents are not completed, signed, and returned within the stated time, or if a Winner is deemed by the CAVS to be ineligible or not to have complied with these Official Contest Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining qualifying Entrants using the Judging Criteria, time permitting.

7. Prize Conditions, Terms, and Restrictions: Only the Prize described in these Official Contest Rules shall be awarded and no substitutions, cash equivalents, and/or redemptions may be made, except that, in the event of Prize unavailability (or any portion thereof), the CAVS reserve the right to substitute the Prize (or such portion) with another prize of equal or greater value, as determined by the CAVS in its sole discretion. The

Prize cannot be transferred, assigned, or redeemed for cash. The Winners shall be solely responsible for any and all costs not specifically described as part of the Prize, including (if applicable) any and all of his or her travel expenses and accommodations. If applicable, the Winners must be able to travel on those dates and times designated by the CAVS, in its sole discretion, and all travel arrangements shall be made by the Winners.

Except where prohibited by law, Prize acceptance constitutes a release granting the CAVS and Sherwin-Williams the right to use the Winners' name, likeness, statements (if true), biographical information, voice, and cities and states of residence for advertising, marketing, and publicity purposes on a worldwide basis (without review by the Winners) and in all forms of media, without compensation, remuneration, or other authorization. The CAVS and Sherwin-Williams expressly disclaim any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. The CAVS and Sherwin-Williams make no representations or warranties in connection with the Prize. Restrictions, conditions, and limitations apply.

8. License to Use Entry: By submitting an Entry, each Entrant expressly grants the CAVS and Sherwin-Williams a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to publicly display, use, and share with its affiliates and any partner(s) of this Contest to use, however the CAVS, its affiliates, and any partner(s) of this Contest may deem fit in its sole and absolute discretion, whether in connection with the Contest or otherwise, all content submitted in connection with the Entry, including the court design and the use of Sherwin-Williams colors.

9. Contest Conditions: The Contest is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Contest or in these Official Contest Rules. Any violation of these Official Contest Rules may result in disqualification and any violation of these Official Contest Rules by a Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CAVALIERS OPERATING COMPANY, LLC, CAVALIERS HOLDINGS, LLC, THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER TEAMS, NBA PROPERTIES, INC., THE SHERWIN-WILLIAMS COMPANY, AND EACH OF THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY OR PARTICIPATION IN THE CONTEST.

10. Limitations of Liability: The CAVS shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. The CAVS may prohibit an Entrant from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by

cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten, or harass any other Entrants or the CAVS representatives or employees. If, for any reason, the Contest is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of the CAVS which, in the sole opinion of the CAVS, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then the CAVS reserve the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest and select the Winners based on entries received prior to the action taken.

11. Claims/Choice of Law: (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (b) under no circumstances will Entrants be permitted to seek the award of, and Entrants hereby waive all rights to claim, punitive, incidental, and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Contest Rules, or the rights and obligations of Entrants and/or the CAVS in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of Ohio. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of Ohio and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Contest or these Official Contest Rules.

12. Winners List: For a copy of the first name, last initial, and city of residence of the Winners, send a postage paid, self-addressed envelope to:

Cleveland Cavaliers
1 Center Court
Cleveland, OH 44115
Attn.: Henry Mader

Requests must be received by December 31, 2019.

13. Excluded Territories: See below.

EXCLUDED TERRITORIES

Zip Code	City	County
43402	Bowling Green	Wood
43403	Bowling Green	Wood
43406	Bradner	Wood
43407	Cygnnet	Sandusky
43412	Curtice	Ottawa
43416	Elmore	Ottawa
43420	Fremont	Sandusky
43430	Genoa	Ottawa
43431	Gibsonburg	Sandusky
43432	Graytown	Ottawa
43435	Helena	Sandusky
43436	Isle Saint George	Ottawa
43442	Lindsey	Sandusky
43443	Luckey	Wood
43445	Martin	Ottawa
43447	Millbury	Wood
43449	Oak Harbor	Ottawa
43450	Pemberville	Wood
43451	Portage	Wood
43452	Port Clinton	Ottawa
43456	Put In Bay	Ottawa
43457	Risingsun	Wood
43460	Rossford	Wood
43462	Rudolph	Wood
43465	Walbridge	Wood
43466	Wayne	Wood
43469	Woodville	Sandusky
43504	Berkey	Lucas
43515	Delta	Fulton
43521	Fayette	Fulton
43522	Grand Rapids	Wood
43525	Haskins	Wood
43528	Holland	Lucas
43532	Liberty Center	Henry
43533	Lyons	Fulton
43534	Mc Clure	Henry
43537	Maumee	Lucas
43540	Metamora	Fulton
43542	Monclova	Lucas
43551	Perrysburg	Wood
43558	Swanton	Fulton
43560	Sylvania	Lucas
43566	Waterville	Lucas
43567	Wauseon	Fulton
43569	Weston	Wood
43571	Whitehouse	Lucas
43604	Toledo	Lucas
43605	Toledo	Lucas
43606	Toledo	Lucas
43607	Toledo	Lucas
43608	Toledo	Lucas
43609	Toledo	Lucas

EXCLUDED TERRITORIES CONT'D

Zip Code	City	County
43610	Toledo	Lucas
43611	Toledo	Lucas
43612	Toledo	Lucas
43613	Toledo	Lucas
43614	Toledo	Lucas
43615	Toledo	Lucas
43616	Oregon	Lucas
43617	Toledo	Lucas
43618	Oregon	Lucas
43619	Northwood	Wood
43620	Toledo	Lucas
43623	Toledo	Lucas
44841	Kansas	Seneca
45001	Addyston	Hamilton
45002	Cleves	Hamilton
45003	College Corner	Butler
45013	Hamilton	Butler
45030	Harrison	Hamilton
45052	North Bend	Hamilton
45053	Okeana	Butler
45056	Oxford	Butler
45064	Somerville	Butler
45303	Ansonia	Darke
45311	Camden	Preble
45320	Eaton	Preble
45321	Eldorado	Preble
45331	Greenville	Darke
45332	Hollansburg	Darke
45338	Lewisburg	Preble
45346	New Madison	Darke
45347	New Paris	Preble
45362	Rosburg	Darke
45381	West Alexandria	Preble
45382	West Manchester	Preble
45390	Union City	Darke
45846	Fort Recovery	Mercer