

2025 Gulf Oil Basketball Sweepstakes (“Sweepstakes”)

Official Rules

NO PURCHASE NECESSARY. MUST BE 18 YEARS OR OLDER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Official Rules.** The Sweepstakes is subject to these Official Rules. VOID WHERE PROHIBITED. The Sweepstakes is administered and sponsored by Gulf Oil, LLC (the “Sponsor”), which has its principal place of business at 492 Old Connecticut Path, Suite 600, Framingham, MA 01701.
- 2. Eligibility.** The Sweepstakes is open to legal residents of the United States who reside in (a) Massachusetts, (b) New Hampshire, Vermont, and Maine who live within a 150-mile radius of Boston, Massachusetts, or (c) Connecticut who live within a 75-mile radius of Boston, Massachusetts (collectively, the “Territory”), and are the legal age of majority in their state of residence (and at least 18 years or older) at the start of the Sweepstakes (“Entrant”). By participating in the Sweepstakes, Entrant agrees to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor. Entrant must have access to an internet connection.
- 3. Sweepstakes Restrictions.** Employees of Sponsor, Sponsor’s affiliates, Banner Seventeen LLC, doing business as the Boston Celtics (the “Celtics”), the National Basketball Association and its Member Teams (“NBA”), NBA Properties, Inc. (“NBAP,” and together with the Celtics, NBA and NBAP, the “NBA Entities”), Sweepstakes supervisors and members, and each of their immediate families, and each of their respective parent companies, representatives, subsidiaries, shareholders, affiliates, officers, governors, owners, distributors, retailers, advertising/promotion agencies (the foregoing entities collectively, “Released Parties”), and members of their immediate families (parent, spouse, sibling or child and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not related, are not eligible to participate or win. The Sweepstakes is not sponsored nor administered by the NBA Entities. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited. By entering this Sweepstakes, each Entrant represents and warrants that Entrant meets the above eligibility requirements and agrees to abide by these Official Rules.
- 4. Privacy.** The information each Entrant provide in their Entry (as defined below) will be used for administering this Sweepstakes and for marketing purposes in accordance with Sponsor’s privacy policy found here: <https://www.gulfoil.com/privacy>.
- 5. Sweepstakes Period:** The Sweepstakes begins on January 27, 2025 at 12:00 a.m. Eastern Time (“ET”) and ends on February 10, 2025 at 11:59 p.m. ET (the “Sweepstakes Period”).

Sweepstakes Entry Start Date	Sweepstakes Entry End Date
January 27, 2025	February 10, 2025

Entries must be received within the Sweepstakes Period according to the Sponsor's internal time clock. Entries will not be accepted if received after the Sweepstakes Entry End Date.

6. **How to Enter the Sweepstakes.** Entries for the Sweepstakes must be submitted by visiting www.gulfoil.com/basketballsweeps ("Entry Website") and subscribing to Sponsor's email list by completing the online entry form with your name, email address, and phone number and submitting your entry ("Entry" or "Entries"). Please note, **you don't need to purchase anything in order to enter this Sweepstakes.** Current eligible email subscribers as of 12:00 a.m. on January 27, 2025 will be automatically entered into the Sweepstakes. Sponsor reserves the right to disqualify any Entry that it believes, in its sole discretion, does not meet terms and conditions of these Official Rules. If you participate by accessing the Entry Website through a mobile device, based upon your mobile carrier, data rates may apply. Please check with your carrier to determine if you will incur charges before participating in this Sweepstakes. To participate in the Sweepstakes, you do not have to access the Entry Website through a mobile device. You agree to incur, and be solely responsible for, any and all charges owed to your carrier in connection with your participation in this Sweepstakes.

7. **Sweepstakes Entry Restrictions**
 - 7.1. **Multiple Entries.** Limit of one (1) Entry per natural person during the Sweepstakes Period.

 - 7.2. **Multiple Accounts.** Persons discovered to be entering under multiple email accounts will be disqualified. Sponsor reserves the right to disqualify false Entries or Entries suspected of being false. In the event of a dispute as to the identity of a Winner (defined in Section 8.1 below), Sponsor, in its sole discretion, will determine the Winner to be the person who owns the winning email account.

8. **Prize.**
 - 8.1. **Prize Approximate Retail Value ("ARV").** In total there will be one (1) Sweepstakes winner (the "Winner") as set forth below and selected by random drawing on or around February 17, 2025, by Sponsor from among all eligible Entries received during the Sweepstakes Period. The Winner drawn will receive the following prize package (the "Prize"): (a) two (2) Loge tickets for the Winner and one (1) guest to attend the regular season Celtics game scheduled to be played on March 2, 2025 (the "Game"), with the specific seat location to be determined by the Sponsor in its sole discretion (approximate retail value ("ARV") \$850.00), (b) two (2) pregame on-court photo passes for the Winner and the same one (1) guest (ARV \$500.00), (c) two (2) Legends Club passes for the

Winner and the same one (1) guest (\$500.00), (d) two (2) Gulf Oil and Celtics co-branded clear tote bag for Winner and the same one (1) guest, which will each contain one (1) Celtics branded sweatshirt, one (1) Gulf Oil and Celtics co-branded mini basketball, one (1) Gulf Oil and Celtics co-branded beanie, and one (1) Gulf Oil and Celtics co-branded can cooler, with the specific sweatshirt, bag, basketball, beanie, and cooler to be determined by the Sponsor in its sole discretion (ARV \$306.00), and (e) one (1) five hundred dollar (\$500.00) Gulf Oil gas gift card to be used at a participating Gulf Station (ARV \$500.00), with all use subject to certain terms and conditions, which will be provided to the Winner upon delivery of the Prize. The total ARV of the Prize offered during the Sweepstakes Period is \$2,656.00.

8.2. Prize Restrictions. No substitution, transfer, or cash redemption of any Prize permitted, provided however that Sponsor reserves the right to substitute a Prize with another Prize of equal or greater value should the advertised Prize become unavailable for any reason. Winner cannot assign or transfer their Prize to another person or business. Sponsor nor the NBA Entities will be responsible for awarding any un-awarded portion of a Prize to Winner if 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 Released Party'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 Sponsor and/or any of the NBA Entities wish to associate as determined by each such party, in their sole and absolute discretion; and/or (e) otherwise violate the terms of any of the agreements that Winner has agreed to comply with as an Entrant of the Sweepstakes.

If the Winner cannot attend the Game on the date specified, they will forfeit the Prize, in Sponsor's discretion. Prize conditions may be added or modified by companies providing those portions of the Prize. The Prize restrictions/conditions stated herein are not all-inclusive. No transfer, substitution, or cash equivalent for any Prize, in whole or in part, will be permitted except at Sponsor's sole discretion due to Prize unavailability for any reason, and only then for a Prize of greater or equal value determined by Sponsor shall be allowed. All Prize details are at Sponsor's sole discretion and are subject to change. All other expenses relating to acceptance of the Prize not explicitly stated herein, including but not limited to, transportation to/from the arena, lodging, parking, concessions, meals, drinks, personal purchases/souvenirs, gratuities, and any and all costs or expenses associated with attending the Game are solely the responsibility of the Winner or Winner's guest. Released Parties will not replace any lost or stolen tickets once in Winner's possession. Use of any Game ticket is subject to the

standard terms, conditions, and health and safety policies applicable to the ticket. Seat location at the Game and, unless otherwise stated in the Prize description, exact Game date shall be determined in the sole discretion of Sponsor. Tickets are valid only on the date printed on the tickets. Tickets are not refundable or transferable and may not be substituted or exchanged for cash or credit at any time. Tickets may not be sold to a third party. Attendance at any Celtics home game is subject to the general rules and regulations established from time to time by Delaware North Companies, Inc. – Boston (“DNC-B”), the owner of the TD Garden, and by the Celtics (collectively, “Ticket Rules”), including any health and safety protocols applicable to such activities (e.g., requirements relating to COVID-19 vaccination status or use of face coverings), as determined by DNC-B and the Celtics in their sole discretion. In the event of a violation of the Ticket Rules, DNC-B and the Celtics shall have the right to eject the violators from TD Garden. In the event of a violation of the Ticket Rules, DNC-B and the Celtics shall have the right to eject the violators from TD Garden. If a Winner or the Winner’s guest is removed from the event, they shall not have any rights to other Prize or compensation. Further, the Sponsor, the Celtics, and/or DNC-B, in their sole discretion, reserve the right to deny entry to or to remove Winner and/or Winner’s guest if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the Game or other Prize related event. Winner’s guest must be of legal age of majority in their jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Winner and Winner’s guest agree to comply with all applicable arena regulations in connection with the Prize. Sponsor reserved the right to remove or to deny entry to a Winner and/or their guest who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any game/event/exhibition. Game tickets awarded as part of the Prize may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture and may invalidate the license granted by the Game ticket.

- 8.3. **Liabilities.** Winner is solely responsible for any and all federal, state, and local taxes on Prize. All activities related to the Prize are at the Winner’s own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

9. **Odds.** The odds of winning the Prize depend upon the number of eligible Entries received. There will be one (1) Winner selected from among all valid Entries received as described in section 8.1 above.

10. **Notification of Winner.**

10.1. **Notification.** The potential Winner will be drawn and notified on **February 17, 2025**. The potential Winner will be notified by email from the Sponsor to potential Winner's email address. It is the sole responsibility of each Entrant to notify the Sponsor if their contact information changes. The potential Winner will be required to respond as directed within 72 hours of attempted notification. The potential Winner may also be required to execute a liability release form, Winner's affidavit of eligibility, and other documentation reasonably requested by the Sponsor (collectively, the "Release"). Such documentation must be completed and returned within ten (10) days from the date of notification before Sponsor awards any Prize.

10.2. **Unclaimed Prize/Alternate Winner.** If the Prize notification or any Prize is returned as undeliverable, or if a Winner may not accept or receive a Prize for any reason including failing to comply with these Official Rules, failing to respond to notification after 72 hours of receiving the notification email or failing to provide any required documents, the Prize will be forfeited and Sponsor may choose an alternate Winner in accordance with these Official Rules. Sponsor may not make multiple attempts to contact the potential Winner.

10.3. **Prize Delivery.** Winner will receive the Prize by mail and/or email (applicable to Game ticket redemption only) within approximately thirty (30) days of the date on which the Sponsor receives the completed, signed Release from the Winner.

11. **Publicity.** By participating in the Sweepstakes, each Entrant agrees to be bound by these Official Rules and irrevocably grant the Sponsor, the NBA Entities, and each of their respective successors, assigns and licensees the right to use such Entrant's name, voice, photograph, video, or film clips, biographical information and/or other visual likeness in any and all media or formats known or later developed without any further compensation, permission or notification for any purpose, including without limitation, commercial, advertising and promotional purposes conducted by Sponsor or any of the NBA Entities.

12. **Sweepstakes Interference**

12.1. **Impairment.** Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond Sponsor's control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these

Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person.

- 12.2. **Sponsor's Remedies.** Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Entrant may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified Entries. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

13. Limitations of Liability.

- 13.1. **Entrant's Sole Remedy.** If for any reason an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Entrant's sole remedy is another Entry in the same Sweepstakes during the Sweepstakes Period.
- 13.2. **Indemnification.** Each entrant and the Winner agrees to release, discharge, indemnify and hold harmless Sponsor and each of the Released Parties from and against any claims, actions, liability, loss, injury or damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person, including, without limitation death to Entrants, Winner, or any third party, or damages or losses to property of any kind resulting in whole or in part, directly or indirectly, by any reason, from:
- 13.2.1. use, redemption, acceptance, possession, ownership, or misuse of any Prize;
 - 13.2.2. participation in any activity, event, or excursion offered in connection with the Prize (including any travel to or from the activity, event or excursion, including the Game);
 - 13.2.3. use of any facility, service and/or accommodation related to the Prize; or
 - 13.2.4. participation in any Sweepstakes-related activity or participation in this Sweepstakes.
- 13.3. **No Liability.** The Released Parties will not be liable for:
- 13.3.1. late, lost delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible Entries, communications or declarations, regardless of the method of transmission;

- 13.3.2. telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors;
- 13.3.3. data corruption, theft, destruction, unauthorized access to or alteration of Entries or other materials;
- 13.3.4. any injuries losses or damages of any kind, whether under a theory of contract, tort (including negligence), warranty, or any other theory, caused by the Prize or resulting from the delivery, misdelivery, acceptance, possession, use of, misuse of, or inability to use any prize, or from participation in the Sweepstakes; or
- 13.3.5. any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. By accepting the Prize, Winner agrees that the Sponsor and the Released Parties will have no liability and will be held harmless by such Winner for any liability, loss, injury, or damage to property or to person, including death, due in whole or in part, directly or indirectly, by reason of the acceptance, participation in, use or misuse of the prize or participation in the Sweepstakes, even if caused or contributed to by the negligence of any of the Sponsor or the Released Parties.

13.4. **Technical Malfunctions.** Without limiting the generality of the foregoing, Released Parties are not responsible for computer malfunctions, network connections, email delivery problems, Sponsor or third-party systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in internet services, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications.

13.5. **Force Majeure.** In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including but not limited to, due to COVID-19 concerns, restrictions or regulations, or due to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state, or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor will have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor may, if possible, select the Winner from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination.

14. **Severability.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not included.

15. **Governing Law and Venue.** Disputes regarding these Official Rules and/or this Sweepstakes will be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, and each Entrant irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against Sponsor in any way arising from or relating to this Sweepstakes or these Official Rules in any forum other than the appropriate district or State courts of the Commonwealth of Massachusetts.
16. **Disputes.** DECISIONS OF SPONSOR ARE BINDING AND FINAL. NO CLAIMANT IN ANY DISPUTE INVOLVING THE RELEASED PARTIES WILL BE ENTITLED TO CLAIM OR OBTAIN INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES. SPONSOR'S FAILURE TO ENFORCE ANY PROVISION IN THESE OFFICIAL RULES WILL NOT CONSTITUTE A WAIVER OF THAT PROVISION. AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR HAVE A TRIAL BY JURY FOR ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF UNDER OR IN CONNECTION WITH THIS SWEEPSTAKES.
17. **Sweepstakes Results:** For identification of the Winner and/or copy of these Official Rules you can send a hand-printed, self-addressed, stamped envelope stating the specific name of this Sweepstakes to Official Rules, Gulf Oil Basketball Sweepstakes, Gulf Oil, LLC, 492 Old Connecticut Path, Suite 600, Framingham, MA 01701. Requests must be received by March 18, 2025. The Official Rules are also posted at www.gulfoil.com/basketballsweeps.