

**The IWC Chrono Basketball Challenge**  
**(the “Contest”)**

**OFFICIAL RULES FOR PARTICIPATION**

NO PURCHASE OR PAYMENT BY PARTICIPANT NECESSARY TO ENTER OR TO WIN. A PURCHASE BY PARTICIPANT WILL NOT IMPROVE A PARTICIPANT’S CHANCES OF WINNING. ALL PARTICIPANTS MUST BE LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA AND MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER OR THE AGE OF MAJORITY IN PLACE OF RESIDENCE, WHICHEVER IS GREATER. VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED BY LAW.

THESE OFFICIAL RULES ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (DEFINED BELOW) THAT GOVERN ENTRY INTO THE CONTEST. BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO ABIDE BY THESE OFFICIAL RULES. FAILURE TO COMPLY WITH THESE OFFICIAL RULES WILL VOID YOUR ENTRY.

IMPORTANT NOTE: By participating in the Contest, each Participant (defined below) represents that the Participant is in good physical condition and has the physical capacity to participate in the Contest including any activities and understands and accepts all risks associated with participation in the Contest. Each Participant also expressly acknowledges their understanding that the Contest can be dangerous and can involve the risk of serious physical injury. Each Participant represents that participation in the Contest is voluntary, with full knowledge of the potential risks entailed and expressly, knowingly, and voluntarily assuming the risk of any and all physical injury associated with or caused by participating in the Contest.

**1. Sponsor:**

The Contest is sponsored and organized IWC North America, a division of Richemont North America, Inc., having its main office at 645 Fifth Avenue, New York, New York 10022 (hereinafter “Sponsor”). Sponsor is solely responsible for all aspects of the Contest.

**2. Eligibility/How to Enter the Contest:**

These Official Rules for participation (hereinafter the “Official Rules”) apply to the Contest. Participants are required to have read attentively and to have accepted the following Official Rules. Participation in the Contest implies automatic acceptance by the Participant (defined below) of these Official Rules.

This Contest is open only to individuals that (a) are legal residents of the fifty (50) United States or the District of Columbia and eighteen (18) years of age or older, or the age of majority in place of residence, whichever is greater, as of the commencement of the Contest Period and (b) have agreed to and fully abided by these Official Rules (each eligible individual participating in the Contest is hereinafter referred to as a “Participant”). All other individuals are not eligible to enter the Contest or win a Prize.

Directors, executives, employees, contractors, or agents (and their immediate families, relatives, and household members) of the Sponsor, their parents, affiliates, branches, advertising and promotion agencies or any other company involved in the design or competition will not be eligible. The determination of a Participant's eligibility at the discretion of the Sponsor will be final.

To participate in the Contest, during the Contest Period (defined below) the Participant must:

- (i) complete and submit to Sponsor an accurate, fully-completed, and signed entry, liability waiver, and multimedia consent form, which must include all required information and contact details (including, if requested, Participant's first and last name, date of birth, phone number, email address and home mailing address in the U.S. required – No P.O. boxes) ("Entry & Waiver Form");
- (ii) complete a basketball clinic with trained professionals (a "Clinic") at the Location (defined below); and
- (iii) participate in the Game (defined below) at the activation located at Jungle Plaza, 3801 NE 1st Ave, Miami, FL 33137, in the area designated by Sponsor ("Location") by following all posted and Sponsor-provided instructions.

**The Clinics:** At the Location, there are four (4) Clinics on May 3, 2023 and five (5) Clinics on May 5, 2023. There is a limit of 30 participants per Clinic (*i.e.*, there is a maximum of 270 participants in total that may participate in the Clinics – up to 120 on May 3, 2023 and up to 150 on May 5, 2023). The timing of each Clinic (including the start time) is determined by Sponsor in its sole discretion. Participation in the Clinic is on first-come, first-serve basis based on the timing of participant submitting an Entry & Waiver Form provided by Sponsor. Participation in the Game is not mandatory. Up to 270 individuals may participate in the Clinics during the Contest Period.

**The Game:** At the Location, using only the basketballs on the rack provided by Sponsor, Participant (individually without the aid of any third parties) shall have thirty (30) seconds to score as many baskets as possible from the free-throw line on the designated basketball hoop (the "Game"). Each basket is one (1) point. No help from rebounders is allowed – if necessary, Sponsor's designees will re-fill the rack next to the Participant if additional basketballs are needed. Only basketball(s) in the designated Location that are provided by Sponsor may be used for the Game. Participants breaking any rules will be disqualified in Sponsor's sole discretion.

Each Participant agrees to participate in the manner and according to the rules, procedures, tiebreakers, and conditions specified by Sponsor in its sole discretion. All details regarding the mechanics, judging, other rules, procedures, and conditions for participation in a respective Game will be determined by Sponsor (in its sole discretion) and may be provided by Sponsor onsite prior to the start of the applicable Game.

Any disputes (including but not limited to eligibility, Challenge rules, Challenge clock malfunctions, etc.) will be resolved by Sponsor (or a representative designated by Sponsor for the Game), whose decisions shall be final, conclusive, and binding.

Participants are entered into the Contest when Sponsor timely receives the Participant's completed Entry & Waiver Form and participates in the Game pursuant to Sponsor's instructions. There is a limit of one entry per person. Any attempt by a Participant to participate in the Game more than permitted number of times or otherwise misrepresent itself through the use of aliases or multiple

electronic addresses will disqualify that Participant. Participants who do not abide by these Official Rules will not be eligible to participate or win.

### **3. Selection of the Winner:**

Participant's score in the Game is based on two (2) merit-based parameters: (i) the total number of points scored by Participant during Participant's Game (i.e., the number of baskets made by Participant from the free-throw line) (the "Total Score"); and (ii) the total number of shots attempted by Participant during Participant's Game ("Shot Attempts"). The Participants are ranked first by the Total Score, and then they are ranked based on the number of Shot Attempts (with a better ranking based on the least number of Shot Attempts). For example, if Participant #1 has a Total Score of six (6) based on seven (7) Shot Attempts, Participant #2 has a Total Score of five (5) based on five (5) Shot Attempts, and Participant #3 has a Total Score of six (6) based on eight (8) Shot Attempts, they will be ranked in the following order: (1) Participant #1; (2) Participant #3; and (3) Participant #2.

The calculation of the Total Score and Shot Attempts (and any dispute regarding the Participant's Total Score and Shot Attempts) is determined by Sponsor in its sole discretion. After the Contest Period (defined below), Sponsor will select the three (3) eligible Participants with the highest Total Score that had the fewest number of Shot Attempts (accounting for ties, per the below) to be the potential winners (each, a "Winner"; collectively, the "Winners") of one of the Prizes (defined below), subject to verification of eligibility. All potential winners are subject to verification of eligibility and compliance with these Official Rules.

In the event of a tie for any Total Score and Shot Attempts that would affect the prize tier awarded to such tied Participant(s), the Participant that had the most "swish" shots (i.e., where the basketball goes through the basketball hoop's rim and doesn't touch the backboard or rim) will be declared the winner. In the event of a continued tie, the Participant first in time to achieve the highest Total Score will be declared the winner.

The Participant selected as a potential Winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements.

All determinations are final and binding with respect to all matters relating to the Contest.

### **4. Conditions of Participation:**

Sponsor reserves the right to verify the eligibility of the participation of all Participants. Sponsor reserves the right to disqualify any Participant.

### **5. Duration of the Contest:**

The Contest runs on the following dates during the specified times below:

- Day 1: May 3, 2023, beginning at 2:00 p.m. Eastern Time (ET) and ending at 8:00 p.m. ET; and
- Day 2: May 5, 2023, beginning at 12:00 p.m. ET and ending at 8:00 p.m. ET

(collectively, the "Contest Period"). Sponsor is the official timekeeper for the Contest.

## **6. Prize:**

The Winners of the Contest will receive one (1) of the Prizes below based on their Total Score and Shot Attempts:

- First Prize (awarded to the Participant with the highest ranking based on Total Score with the fewest Shot Attempts): one (1) IWC Pilot's Watch Chronograph 41 Edition "Mercedes-AMG Petronas Formula One™ Team". The First Prize has an approximate retail value of \$8,350.00 USD.
- Second Prize (awarded to the Participant with the third-highest ranking based on Total Score with the fewest Shot Attempts): one (1) pair of racing gloves signed by a professional race car driver. The Third Prize has an approximate retail value of \$550.00 USD.

The total ARV of all Prizes combined: \$9,050.00 USD.

Prizes are subject to terms, conditions, expiration dates, and restrictions imposed by the issuer of the applicable Prize. No refund or compensation will be paid in the event of the cancellation or delay of any Prize, or any portion thereof. Sponsor will not be liable if the event, or any portion of it, is cancelled or delayed. The terms and conditions of the event tickets may govern if the event is cancelled due to weather, an act of God, an act of terrorism, civil disturbance, or any other reason. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen event tickets, vouchers, wristbands, or certificates. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor.

If a potential Winner is unable to receive and accept a Prize for any reason, the potential Winner will forfeit the Prize and Sponsor will select an alternative potential Winner in accordance with the selection process above. Should taxes or duties be payable on the Prize, the Winner shall be responsible for completing the declarations required by the relevant authorities and shall ensure that the relevant taxes or duties are duly paid. Prize will only be awarded and delivered to an address within the United States or Washington, D.C., unless the Sponsor, in its sole discretion, awards the Prize in-person to the Winner. All taxes (including, but not limited to, federal, state, and local taxes) on Prize and all costs, fees, and expenses related to acceptance and use of a Prize not specified in these Official Rules as being provided are the sole responsibility of Winner. Sponsor reserves the right, in its sole discretion, to substitute and/or modify a Prize with a prize of comparable or greater retail value.

## **7. Notification of Winner and Claiming of Prize:**

Sponsor shall notify each potential Winner on or about May 5, 2023 using the contact information provided in the potential Winner's Entry & Waiver Form. To claim a Prize, the potential Winner must respond to the notification from Sponsor (or its affiliated company) within a period of one (1) day from the first notification attempt. If a potential Winner does not respond within a period of one (1) day from the first notification attempt, or if a notification is returned as unclaimed or undeliverable to such potential Winner, such potential Winner will forfeit the applicable Prize. Potential Winner may be required to complete an affidavit of eligibility and publicity release (an "Affidavit of Eligibility") as well as any additional required information, releases, or responses, and/or W-9 Forms of the IRS (if required by IRS regulations) or other tax forms prior to the delivery

of any Prize. If Sponsor requires Winner to complete an Affidavit of Eligibility, the potential Winner must return the fully executed Affidavit of Eligibility and provide all other requested information and documents to Sponsor within one (1) day following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the Prize and selection of an alternate Winner.

If the Winner declines the Prize for any reason prior to award, is found to be ineligible, has not complied with these Official Rules, or cannot be contacted for any reason within a period of one (1) day following the said announcement, or is unable to receive the Prize for any reason whatsoever, the said person shall be disqualified and replaced by another Winner in accordance with the selection process above. Sponsor shall have no liability for any potential Winner notification that is lost, intercepted, or not received by a potential Winner for any reason.

A Prize cannot be transferred or be traded off against an equivalent amount of money. A Prize is awarded at the total discretion of Sponsor or of its affiliate companies, and no Prize will be awarded if a Participant has committed, or benefited from, irregular actions for this purpose. The awarding of a Prize may not be contested, and a Prize may not be either exchanged or replaced, except at Sponsor's sole and absolute discretion. A Prize is awarded "as is" with no warranty or guarantee, either express or implied. Participant understands and acknowledges that any images or other depictions of any Prize in any advertising or promotional materials may not reflect the actual Prize.

## **8. Publicity**

By participating in this Contest, you agree to permit Sponsor and its agents, assigns, and designees to use your name, biographical data (including city and state/hometown address), social media name/account, voice, vocal style, gestures, mannerisms, personality, performance characteristic, statements, signature, identity, image, picture, portrait, photograph (whether still or moving), video or film clips, screen persona, and/or other likeness for advertising, trade, publicity, and promotional purposes, in any manner or format, in any and all media, now or hereafter developed, including, but not limited to, within Sponsor's website and on Sponsor's social media pages, in perpetuity, worldwide without further consideration (unless prohibited by law) or permission from, or notification to, you, and you further agree to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such use. Submission of contact information in connection with this Contest (whether or not required), including, without limitation, mailing address, phone number, email address during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Contest. You also may opt-in to be added to Sponsor's customer database and to permit Sponsor to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (defined below) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails). The information you provide will only be used in accordance with Sponsor's Privacy Policy.

**Ownership of Videos, Photographs, and Footage:** Participants who participate in any part of the Contest (including the Game) may be videotaped and photographed during their participation (collectively, "Footage") and by participating, agree to such videotaping and photographs. All Footage will be owned by Sponsor, which will have the right to use, edit, adapt, post, stream, copy and exploit such Footage, and all elements embodied therein, including any names, voices, likenesses, and performance embodied therein, in any and all media, now or hereafter devised,

without further payment or consideration, notification or permission, worldwide and in perpetuity, except where prohibited by law. Without limiting the foregoing, by entering the Contest and without limiting any other rights granted hereunder, each Participant hereby grants permission for the Footage (as applicable) to be posted on any Released Parties' site or other websites and social media channels.

## **9. General Conditions**

Participation in the Contest implies the acceptance by the Participants of the technical vagaries linked to the use of electronic means of communication, including connections to the Internet or mobile telephones. Sponsor and its affiliated companies may not be held responsible in the event of any damage, loss, prejudice, or misfortune suffered by any Participant as a consequence of participation in the Contest.

By participating in this Contest, you agree: [a] to be legally bound by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to the Contest; and [b] to release, waive, discharge, indemnify, defend and hold harmless Sponsor, and its respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind arising out of or related to their participation in the Contest or their acceptance, use or misuse of a Prize including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy.

By entering the Contest, you represent and warrant as follows: [a] you are eligible to win a Prize; [b] you did not submit any false or deceptive information in your participation in the Contest; and [c] you did not violate these Official Rules. Sponsor reserves the right to disqualify (and refuse to accept or remove) any Participant that Sponsor, in its sole discretion, deems to violate these Official Rules. Released Parties are not responsible for and shall not be liable for: [a] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of any calculations; [b] failed, incomplete, garbled or delayed computer transmissions; [c] late, lost, inaccurate, delayed, stolen, garbled, misdirected, illegible, or incomplete entries or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the potential Prize winner; or [d] any condition caused by events that may cause the Contest to be disrupted or corrupted. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by you or any other individuals, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person or their property related to or resulting from participating in this Contest or from the use of a Prize. Persons who tamper with or abuse any aspect of the Contest, who act in an unsportsmanlike or disruptive manner, or who are otherwise in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor will not be responsible for any acts of God, pandemic (including Covid-19), epidemic, acts of terrorism, civil disturbances, work stoppage or any other natural disaster or event outside their control ("Force Majeure Event") that may cause the cancellation, adjustment, or

postponement of the Contest or Prize. Sponsor reserves the right, to the extent permissible under law, in its sole discretion, to cancel, terminate, modify or suspend the Contest or any portion thereof should viruses, bugs or other causes corrupt the administration, security or proper play of the Contest, and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion and, if terminated, to award the Prizes from all non-suspect, eligible entries received prior to such action or as otherwise deemed fair and appropriate by Sponsor. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall 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 shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Except where prohibited, Participant agrees that: (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering this Contest, and in no event will Participant be entitled to obtain attorneys' fees or other legal costs; and (2) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, special, punitive, incidental and consequential damages and any other damages, except as expressly provided above, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Sponsor related to the Contest. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto. Information collected from Participants is subject to the Sponsor's Privacy Policy, located at <<https://www.iwc.com/en/terms-and-legal/privacy-policy.html>> ("Privacy Policy").

10. **Governing Law/Jurisdiction:** Subject only to the following paragraph, the Contest and these Official Rules, including, but not limited to, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of

you, other participants, the potential winner, winner, the Sponsor, shall be exclusively governed by and construed in accordance with the laws of the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Subject only to the following paragraph, any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded or not awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Courts located in New York County, New York.

- 11. Winner's List/Official Rules:** To obtain any legally required winner's list (after the conclusion of the Contest) or a copy of these Official Rules, send a written request, enclosed with a self-addressed envelope with the proper postage affixed, to: Richemont North America, Inc., Attn: Joseph M. Forgione, Esq., 645 Fifth Avenue, New York, New York 10022 (VT residents may omit return postage). The request must be received within six (6) months after the conclusion of the Contest Period.