

**DENVER NUGGETS' "2011 KIA SORENTO SHOOTOUT SWEEPSTAKES"  
PRESENTED BY KIA MOTORS**

**OFFICIAL RULES AND REGULATIONS**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED AND THE SKILL LEVEL OF THOSE SELECTED TO PARTICIPATE IN THE ON-COURT ACTIVITIES THAT ARE PART OF THIS SWEEPSTAKES. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED BY BINDING ARBITRATION.**

In return for the opportunity to participate in the Denver Nuggets' "2011 Kia Sorento Shootout Sweepstakes" presented by Kia Motors (the "Sweepstakes"), Denver Nuggets Limited Partnership (the "Denver Nuggets") requires your agreement to comply with and be bound by the terms and conditions set forth below (the "Official Rules"):

- 1. SWEEPSTAKES PERIOD.** The Sweepstakes will begin on February 15, 2010 at 9:00am MT and will end on April 3, 2010 at 5:00pm MT (the "Sweepstakes Period").
- 2. ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER.** A purchase will not increase your chances of winning. The Sweepstakes is sponsored by the Denver Nuggets and is open to legal residents of the state of Colorado, who reside within 75 miles of the city of Denver, Colorado, and are at least 18 years of age, have a valid Colorado driver's license and proof of car insurance as required by law as of the date and time the Sweepstakes is first made known to the public and who meet all of the other eligibility requirements and fully complies with these Official Rules ("Eligible Participant"). Sweepstakes not open to employees or immediate family members (spouses, parents, siblings and children) of employees of the Denver Nuggets, Kia Motors America, Inc. ("KMA"), Front Range Kia retailers, DICK's Sporting Goods, Inc., the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, governors, owners, employees and agents. Void where prohibited by law.
- 3. ENTRIES. LIMIT OF ONE (1) ENTRY PER PERSON PER DAY.** To enter the Sweepstakes an Eligible Participant may complete an Official Entry Form ("Entry Form") available at participating Front Range Kia retailers and participating DICK's Sporting Goods stores during the Sweepstakes Period. The Eligible Participant must visit one of the local participating Front Range Kia retailers or DICK's Sporting Goods stores and place their Entry Form in the corresponding raffle box. No photocopied or mechanically reproduced Entry Forms will be accepted. Neither the Denver Nuggets nor its affiliates or promotional partners shall be responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail, or on account of technical problems or traffic congestion on the Internet. The Denver Nuggets reserve the right to terminate, modify or suspend the Sweepstakes in the event of technical difficulty, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes.

Participating local Front Range Kia retailers located as follows:

Arapahoe Kia- 9400 East Arapahoe Road, Greenwood Village, CO. 80112  
Fisher Kia- 6025 Arapahoe Road, Boulder, CO. 80303  
Grand Kia- 1950 West 104<sup>th</sup> Avenue, Thornton, CO. 80234  
Larry H. Miller Kia- 8303 West Colfax Avenue, Lakewood, CO. 80214  
Longmont Kia- 10168 East I-25 Frontage Road, Longmont, CO. 80504  
Peak Kia- 5057 South Wadsworth Boulevard, Littleton, CO. 80123  
Peak Kia of Greeley, 3803 West 10<sup>th</sup> Street, Greeley, CO. 80634  
Shortline Kia- 100 South Havana Street, Aurora, CO. 80012  
Tynan's Fort Collins Kia- 5811 South College Avenue, Fort Collins, CO. 80525

Participating local Denver DICK's Sporting Goods retailers located as follows:

15400 East Briarwood, Aurora, CO. 80016

1200 South Ironton Street, Aurora, CO. 80012  
2269 Prairie Center Parkway, Brighton, CO. 80601  
31 West Flatirons Circle, Broomfield, CO. 80021  
6737 South Vine Street, Centennial, CO. 80122  
7313 West Alaska Drive, Lakewood, CO. 80226  
8501 West Bowles Avenue, Littleton, CO. 80123  
8435 Park Meadows Center Drive, Littleton, CO. 80124  
210 Ken Pratt Boulevard, Longmont, CO, 80501  
16521 Washington Street, Thornton, CO. 80020

Any Entry Form that is late or not properly filled out nor dropped in the raffle box will not be accepted. An Eligible Participant who submits a properly completed Entry Form in accordance with this paragraph within the Sweepstakes Period is considered an "Entrant." All Entry Forms become the property of the Denver Nuggets and will not be acknowledged or returned. **By submitting an Entry Form, the Entrant acknowledges that he or she has read and understands these Official Rules and agrees that he or she shall be bound by these Official Rules and the decisions of the judges, which shall be final.**

4. **SELECTION OF WINNERS.** Eight winners (each a "Winner") will be selected from among all Entrants in 4 separate random drawings (two (2) Winners selected during each drawing). The drawings will be done in correspondence with the game that the Winners will be competing on-court. The on-court events will be held on March 20, 2010, April 1, 2010, April 3, 2010, and April 8, 2010. The drawings will then be held on March 12, 2010, March 24, 2010, March 26, 2010, and March 31, 2010. Winners will be notified by mail and/or telephone within 48 hours of the random drawing. Winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (the "Required Documents") within five days of notification. In the event (a) the Required Documents are not returned within five days, (b) notification is returned as undeliverable mail with no forwarding address, or (c) telephone notification is not confirmed within 24 hours, the Winner in question shall automatically forfeit his or her right to qualify as a Winner and the Denver Nuggets may or may not, in its sole discretion, choose to conduct another random drawing to select a replacement Winner.
5. **CONSUMER DISCLOSURE: PRIZE DESCRIPTION; ODDS.** Each of the eight Winners will have the opportunity to compete on-court head to head with another Winner at one of the four following home Denver Nuggets games: March 20, 2010; April 1, 2010; April 3, 2010; and April 8, 2010. There will only be two Winners competing at each of the four games mentioned. Each Winner will have five shots from the top of the key. Each basket made will count for one point excluding the fifth shot, designated the "Money Ball", which will be worth two points. The Winner who has scored the most points out of the potential six points total will receive an \$100 DICK's Sporting Goods gift certificate and be asked to return on April 12, 2010 to compete for the opportunity to win a 2011 Kia Sorento. The runner-up will receive a \$50 DICK's Sporting Goods gift certificate.

In the event of a tie, a winner will be decided by the following tie breakers; (a) if only one contestant made the Money Ball shot then they will be declared the winner; (b) the winner who took less shots to make their first basket would be declared the winner; or (c) if the Winners are still tied than a coin will be flipped to declare the winner of that contest.

On April 12, 2010 the four on-court Winners will be asked to return to compete for the opportunity to win an all-new 2011 Kia Sorento. Each Winner will be seeded from one to four. Seeds will be determined (a) by how many baskets were made by each Winner and (b) by date he/she competed on-court, with the highest ranking going to the earliest on-court date. The first seed will compete against the fourth seed, and the second seed will compete against the third seed. The Winner from each on-court contest will be determined per the above rules. Each Winner will then compete in the final on-court challenge to determine our Grand Prize Winner. Prizes will be awarded as follows: Grand Prize- 2011 Kia Sorento LX AWD model number 72422 and \$200 DICK's Sporting Good gift certificate, Second Place- \$100 DICK's Sporting Goods gift certificate, Third Place- \$50 DICK's Sporting Goods gift certificate, Fourth Place- \$25 DICK's Sporting Goods gift certificate.

Approximate retail value ("ARV") of Grand Prize: Twenty-Four Thousand Ninety Five Dollars (\$24,095.00) and includes freight, but excludes tax, title and license. ARV is as of the printing dates of these Official Rules.

The difference in value as stated herein and value at time of prize notification, if any, will not be awarded in cash. The Vehicle will be delivered with standard equipment, as specified by KMA. Any upgrades and options are at the sole expense of the winner of the Grand Prize. Color, package, factory options, and other specifics to be determined by KMA, and are subject to availability. Winner of the Grand Prize must be a licensed driver and must present a current valid U.S. driver's license and proof of insurance prior to taking possession of the Vehicle. Failure to show same may result in forfeiture of the Grand Prize and selection of an alternate winner. Winner of the Grand Prize is responsible for all associated dealership fees including all title, license, insurance, registration, dealer preparation, applicable taxes, destination and handling charges, and other fees associated with the Vehicle, including any travel and transportation costs associated with collecting the Vehicle. All other costs not specifically stated herein as being awarded are the responsibility of winner of the Grand Prize. Winner of the Grand Prize must take delivery of the Vehicle from the designated Kia authorized dealer within thirty (30) days after the date the Vehicle is delivered to the specified designated dealer, or the Vehicle shall automatically be forfeited by the winner of the Grand Prize. Except as stated in the manufacturer's limited warranty for the Vehicle, none of the Released Parties (as defined below) or any other person or entity associated with the manufacture, distribution, development and execution of this Sweepstakes and the Grand Prize, or any of their respective affiliates, parent companies, subsidiaries, directors, officers, employees, and agents makes any warranties, representations or guarantees, express or implied, in fact or in law, relative to the use or enjoyment of the Vehicle, including, without limitation, its quality, mechanical condition, merchantability or fitness for a particular purpose. Any and all guarantees and warranties for the Grand Prize are subject to the manufacturer's terms and conditions, and the winner agrees to look solely to such manufacturers for any such warranty or guarantee claim). The Grand Prize is not redeemable for cash, except in KMA's sole discretion. The total ARV of all prizes awarded in this Sweepstakes: Twenty-Five Thousand Seventy Dollars (\$25,070).

Also, the prize providers will not be responsible for awarding any un-awarded portion of a prize to a prize winner if, the prize 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 of the Released Parties (defined below); and/or (e) otherwise violate the terms of any of the agreements that the winners have agreed to comply with as an entrant of this Sweepstakes.

Odds of winning depend upon the total number of eligible of eligible entries received and the skill level of those selected to participate in the on-court activities that are part of this Sweepstakes.

- 6. LIMITATIONS ON LIABILITY.** The Released Parties (defined below) shall not be responsible for Entry Forms that are incomplete, illegible, stolen, misdirected, lost, late, damaged, corrupted, or otherwise not received correctly. Except as otherwise expressly provided by these rules, prizes shall be awarded "as is, where is," without warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or suitability for a particular purpose. **By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Denver Nuggets, Kia Motors America, Inc., Front Range Kia retailers, DICK's Sporting Goods, Inc., the NBA and its member teams, NBA Properties, Inc., the WNBA and its member teams, WNBA Enterprises, LLC, Kroenke Sports Enterprises, and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents, and all others associated with the manufacture, distribution, development and execution of the Sweepstakes and its prizes (the "Released Parties") from any and all liability, damages, claims and causes of action (however named or described), including, but not limited to, personal injury, death, or damage to or loss of property with respect to or arising out of (a) Entrant's participation in this Sweepstakes or while traveling to or from any prize-related activity, (b) Entrant's Entry Form, (c) any typographical or other error in these Official Rules, or (d) the receipt and/or use and/or misuse of any prize by Entrant or any replacement prize that may be awarded herein. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE,**

INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

7. **CONSENT OF USE.** Each Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the publication of Winner's name, likeness, photograph, voice, Entry Form, and the like in any medium, whether now known or hereafter developed, including, without limitation, the Denver Nuggets website and in any and all advertising, promotions, and other publicity conducted by the Denver Nuggets, Kia Motors America, Inc., DICK's Sporting Goods, the NBA and its member teams and/or NBA Properties, Inc., the WNBA and its member teams, WNBA Enterprises, LLC, Kroenke Sports Enterprises, and their respective partners, parents, subsidiaries, affiliates, directors, officers, owners, governors, employees, and agents, except where prohibited by law.
8. **WINNERS LIST AND REQUEST FOR OFFICIAL RULES.** Names of the Winners and a copy of these Official Rules can be obtained by sending a self addressed, stamped envelope to: Denver Nuggets' 2011 Kia Sorento Shootout Sweepstakes, 1000 Chopper Circle, Denver, CO 80204 (indicate Winner List or Official Rules on your request). Official Rules requests must be received by April 13, 2010 and Winners List requests will be available after April 13, 2010.
9. **RULES.** All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Denver Nuggets and may be changed from time to time without notice. The Denver Nuggets reserve the right to cancel or modify the Sweepstakes at any time without notice. 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 of the Official Rules 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 herein. Denver Nuggets' failure to enforce any term of these Official Rules will not constitute a waiver of that provision.
10. **DISPUTES.** Entrants agree that any dispute or cause of action arising out of or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
11. **FORCE MAJEURE.** The Released Parties shall not be responsible for the cancellation or postponement of any drawing for any reason including, but not limited to, equipment failure or malfunction, electrical service interruption, or any act of God or other "force majeure" event.
12. **PRIVACY.** For a complete description of how data collected in the course of entering the Sweepstakes may be used, please visit the Denver Nuggets privacy policy at <http://www.nba.com/nuggets> or mail your request, including a self-addressed, stamped envelope, to the Denver Nuggets' 2011 Kia Sorento Shootout Sweepstakes, 1000 Chopper Circle, Denver, CO 80204 (indicate your request).
13. **SPONSOR:** The Denver Nuggets, 1000 Chopper Circle, Denver, CO 80204.

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