

**BBVA COMPASS BRIGHT ADVANTAGE CONTEST
PRESENTED BY BBVA COMPASS AND THE HOUSTON ROCKETS**

In return for the opportunity to participate in the BBVA Compass Bright Advantage Contest, presented by BBVA Compass and the Houston Rockets, described herein (the "Contest"), Rocket Ball, Ltd. (the "Houston Rockets") and BBVA Compass ("Sponsor") require your agreement to comply with and be bound by the terms and conditions set forth below (the "Official Rules"):

OFFICIAL RULES

1. **PERIOD.** The Contest will begin on March 1, 2017, and end on April 30, 2017. The entry period for the Contest will begin on March 10, 2017 and end on March 24, 2017 (the "Entry Period").
2. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** The Contest is open to legal residents of the United States who (i) are 18 years of age or older as of March 10, 2017; (ii) live within 150 miles of the Houston, Texas city limits, excluding residents within 75 miles of either the Dallas, Texas or San Antonio, Texas city limits (the "Territory"); and (iii) own a small business within the Territory (the "Business"); provided that employees and immediate family members (spouses, parents, siblings and children) of employees of the Houston Rockets, Sponsor, the National Basketball Association (the "NBA") and its member teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, partners, officers, governors, employees, and agents are not eligible to enter. The Contest is void wherever prohibited or restricted by law.
3. **ENTRIES. LIMIT OF ONE ENTRY PER BUSINESS.** To submit an entry (each, an "Entry") and enter the Contest, an Entrant must visit the Contest website located at www.rockets.com/brightadvantage (the "Contest Site") during the Entry Period and follow the instructions that appear on the Contest Site.

Limit of one Entry per Business. Entries must be received during the Entry Period to be eligible. Any Entry received thereafter and/or not properly submitted will not be eligible to participate in the Contest. A person who timely submits a properly completed Entry in accordance with the procedures herein is considered an "Entrant." **By submitting a properly completed Entry, each Entrant acknowledges that he has read, understands and agrees to be bound by these Official Rules.**

4. **JUDGING CRITERIA.** Entries will be judged by a panel of judges chosen by Sponsor and the Houston Rockets, comprised of representatives from Sponsor, the Houston Rockets, and local Chambers of Commerce (the "Judges"). The Judges will select four finalists based on the following criteria: (i) creativity, (ii) how Entrant plans to use the Prize, (iii) nature of the Business, and (iv) impact of the Business on the community. The decisions of the judges are final on all matters and may not be appealed. Businesses that conflict with exclusive sponsors of the Houston Rockets, as determined by the Houston Rockets in its sole discretion, are not eligible to enter or win the Prize.
5. **SELECTION OF FINALISTS.** Four finalists (each, a "Finalist") will be chosen by the Judges, whose decisions are final on all matters relating to such selection, from among all eligible Entries received during the Entry Period. The Finalists will be notified on or about March 28, 2017, via the contact information provided by Entrant on the Contest Site. **If any potential Finalist cannot be contacted after the second attempt, declines to participate as a Finalist, or fails to contact the Houston Rockets within two (2) days of being notified that he or she is a Finalist, then such potential Finalist will forfeit the right to be a Finalist, and the Houston Rockets may select a replacement Finalist from among all remaining eligible Entries.**

Each Finalist will be asked to create and submit a short video of approximately one minute in length describing how the Finalist plans to use the Prize and how the Business impacts the community (the "Video Submission"). Video Submissions from the four Finalists will be posted on the Contest Site on or about April 4, 2017. Fans will have the opportunity to vote for the Finalists beginning on April 5, 2017, and ending on April 12, 2017 (the "Voting Period"). During the Voting Period, fans can visit www.rockets.com/brightadvantage to vote for their favorite finalist. Only one vote per person per day will be allowed.

6. **SELECTION OF WINNER.** The Finalist that receives the most votes during the Voting Period will be declared the winner (the "Winner"). The selection of the Winner is final on all matters relating to such selection and may not be appealed. The Winner will be notified on or about April 13, 2017, via the contact information provided by Entrant on the Contest Site. By participating, each Entrant agrees to these rules and the decisions of the Houston Rockets and/or Sponsor, which shall be final and legally binding in all matters relating to this Contest. The Houston Rockets and Sponsor reserve the right to conduct a background check of each Entrant and to disqualify any Entrant, effective upon written notice, if such Entrant commits, or has at any time committed, any act or becomes involved in, or has at any time been involved in, any situation or occurrence which act, situation or occurrence tends in the sole opinion of the Houston Rockets to subject Entrant, the Business, the Houston Rockets and/or Sponsor to any ridicule, contempt or scandal or which, in the sole opinion of the Houston Rockets, reflects unfavorably upon the Houston Rockets and/or Sponsor. **If any potential Winner cannot be contacted after the second attempt, declines the Prize, or fails to claim the Prize within two days of being notified that he or she is the Winner, then such potential Winner will forfeit the**

right to be the Winner, and the Houston Rockets may select a replacement Winner from among all remaining eligible entries.

7. **PRIZE DESCRIPTION; ODDS.** The Winner will receive: (i) a cash prize in the amount of \$10,000 for the Business; (ii) lunch with Houston Rockets executives and/or Sponsor executives; (iii) a one-time consultation with a Sponsor executive; (iv) a feature on the Houston Rockets website recognizing the Business; (v) one suite, located on the upper or lower suite level of Toyota Center, to an upcoming Houston Rockets home game during the 2017-2018 NBA regular season, which shall include food and nonalcoholic beverages; and (vi) a meet and greet with a former Rockets player (collectively, the “Prize”) (total approximate retail value: \$14,000). Every aspect of the Prize shall be determined by the Houston Rockets in its sole discretion, including but not limited to location of events, the selection of the seat and/or suite locations and dates of any portion of the Prize; and any tickets shall be subject to all NBA rules, regulations, guidelines, policies and restrictions and to the same rules and regulations as regularly sold tickets. Neither Sponsor nor the Houston Rockets shall be responsible for any expenses associated with any Prize, including but not limited to travel accommodations or transportation expenses unless explicitly stated in these Official Rules. Winner may not sell, assign, transfer or substitute the Prize (or any portion of the Prize) or redeem the Prize (or any portion of the Prize) for cash value. Winner will be responsible for any federal, state and local taxes associated with the Prize. Winner may be required to sign, at the request of and in the sole discretion of the Houston Rockets and/or Sponsor, a Release, an Affidavit of Eligibility, a Form W-9, and/or a Prize Acceptance Form in order to receive the Prize. The Houston Rockets and Sponsor reserve the right to substitute the Prize (or any portion of the Prize) with any prize of greater or equal value.
8. **REPRESENTATIONS.** Each Entrant hereby warrants and represents as follows: I own the Video Submission and the Entry, and I own all the rights, including copyright, necessary to submit the Video Submission. The Video Submission is my own original work, does not infringe upon any copyright, invade any right of privacy, contain any defamatory, libelous or slanderous material, or violate any other right of any person or entity, and is not otherwise contrary to law. I have the permission of all subjects depicted in the Video Submission to submit the Video Submission, and all of the subjects in the Video Submission have assigned all relevant rights to me. All persons depicted in the Video Submission are at least 18 years of age.
9. **CONSENT OF USE.** Each Entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to grant the Houston Rockets and Sponsor a royalty-free, worldwide, perpetual license to reproduce, display, distribute, edit, and create derivative works of the Video Submission and the Entry, in whole or in part, in any media now existing or subsequently developed, for any commercial, promotional, and educational purposes and any other purpose. Each Entrant further agrees and consents to the editing, modification, replication, publication and/or other use of the names, likenesses, photographs, voices, Video Submissions, Entries, and the like of each Entrant in any media now existing or subsequently developed, including without limitation, the Houston Rockets website and in any and all advertising, promotions, and other publicity conducted by Sponsor, the Houston Rockets, and/or the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, owners, governors, employees, and agents, except where prohibited by law. Notwithstanding the generality of the foregoing, each Entrant further assigns any and all rights he or she may have over his or her Entry and the Video Submission to the Houston Rockets and Sponsor without further authorization, compensation or remuneration of any kind.
10. **RULES.** All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Houston Rockets and Sponsor and may be changed from time to time without notice. The Houston Rockets and Sponsor reserve the right to cancel or modify the Contest at any time without notice.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT, VOTING PROCESS, OR LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE HOUSTON ROCKETS AND SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND THE HOUSTON ROCKETS AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

11. **LIMITATIONS ON LIABILITY.** Neither the Houston Rockets nor Sponsor shall be responsible for Entries that are incomplete, improperly submitted, misdirected, lost, late or damaged. All Entries and Video Submissions become the property of Sponsor and the Houston Rockets and will not be acknowledged or returned. **By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY the Houston Rockets, Sponsor, the NBA and its member teams, NBA Properties, Inc., and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents (the “Released Parties”) from and against any and all liability, damages, claims and causes of action (however named or described) with respect to or arising out of (a) Entrant’s participation in the Contest, (b) Entrant’s Entry or any registration material on any related website, (c) Entrant’s Video Submission or any use of the Video Submission by the Released Parties, (d) Entrant’s breach of any representation or warranty contained herein, (e) any typographical or other error in these Official Rules or (f) the receipt, participation in, and/or use of the Prize or any replacement prize that may be awarded herein, including any travel associated with the Prize.**

12. **DISPUTES.** This Contest shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **EACH ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Each Entrant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Contest shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible. If the parties fail to reach agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party’s notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected. Under no circumstances will Entrant be permitted to obtain any punitive, incidental, special, consequential and/or other damages, including without limitation lost profits (collectively, “Special Damages”) to an Entrant; and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
13. **FORCE MAJEURE.** Neither the Houston Rockets nor Sponsor shall be responsible for the failure or interruption of any website and/or webpage mentioned herein, www.rockets.com, or of the cancellation or postponement of a Houston Rockets game or the Contest for any reason including, but not limited to, equipment failure or malfunction, electrical service interruption, or any act of God. In addition, in the event that the Houston Rockets or Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor’s and/or the Houston Rockets’ control, Sponsor and/or the Houston Rockets shall have the right to modify, suspend or terminate the Contest. Further, the Houston Rockets and Sponsor reserve the right, in their sole discretion, to cancel or suspend the Contest for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest.
14. **WINNERS LIST.** To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to: BBVA Compass Bright Advantage Contest, 1510 Polk Street, Houston, TX 77002, Attn: Shannon Fischer. Requests must be received by June 30, 2017.