Official Rules of Entry

THE FOLLOWING CONTEST IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. NO PURCHASE NECESSARY OR PROOF-OF-PURCHASE NECESSARY AND NO ENTRY FEE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE IN CONTEST. A PURCHASE OR ENTRY FEE WILL NOT IMPROVE YOUR CHANCES OF WINNING. CONTEST OPEN ONLY TO LEGAL RESIDENTS OF TEXAS WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF PROMOTION ENTRY. VOID WHERE PROHIBITED.

Contest Period.

The "Contest Period" is from 12:00:01 am Eastern Time (ET) March 1, 2019, through 11:59 pm (ET) March 7, 2019.

Sponsor

This Contest is sponsored by CubeSmart, 5 Old Lancaster Road, Malvern, PA 19355 ("Sponsor").

Eligibility

This Contest is open to anyone who is 18 years of age or older at the time of entry and who is a legal resident of the State of Texas and who are lawful permanent residents of the State of Texas or are lawfully present in the United States in the State of Texas pursuant to a valid non-immigrant visa. Employees of CubeSmart and its affiliates and subsidiaries (collectively, the "<u>Promotion Entities</u>") as well as the immediate family (spouse, parents, siblings, and children) and household members of each of the foregoing are ineligible to enter or win. Additionally, individuals or entities (as well as their immediate family, affiliates, or subsidiaries) are ineligible to enter or win if they have in the past two (2) years been in breach or default of any obligations under any agreements with CubeSmart (or its affiliates or subsidiaries) or with respect to, or in connection with, any CubeSmart location. Contest governed by U.S. law and the laws of the State of Pennsylvania. The Contest is subject to all applicable federal, state and local laws and regulations.

How to Enter

Go online to https://www.cubesmart.com/blog/about/hobbies/win-tickets-cusa-mens-womens-basketball/ ("Website") or click on the link sent to you from Sponsor during the Contest Period and follow the online instructions to enter for the Contest. Limit one (1) entry per eligible person. By participating in the Contest, you agree to be bound by these Official Rules. Entries cannot be acknowledged or returned, and become the property of Sponsor on submission.

Prizes, Approximate Retail Value (ARV) and Odds of Winning

The entrants that correctly guess the number of properly inflated NBA regulation size 7 basketballs that fit in a 10x20 storage cube will be automatically entered into a raffle to win one of five (5) prizes. In the event there are not five (5) correct answers, the entrants with the closest guess, without going over, will be entered into the raffle pool. Sponsor will randomly pick five (5) winners from the raffle pool to win one of the following prizes

The Prize Packs to be awarded are:

- Prize Pack #1
 - o Four (4) all-session tickets
 - o Four (4) Championship Suite passes throughout tournament
 - o Four (4) all-session dining passes to the C-USA Café
 - Approximate Prize Value: \$500.00
- Prize Pack #2
 - Four (4) "Session 6" Men's & Women's Championships Game Tickets
 - Approximate Prize Value: \$120.00
- Prize Pack #3
 - o Four (4) "Session 5" Men's & Women's Semi-Final Game Tickets Approximate Prize Value: \$120.00
- Prize Pack #4
 - o Four (4) "Session 3 & 4" Men's & Women's Quarterfinal Game Tickets Approximate Prize Value: \$80.00

- Prize Pack #5
 - Four (4) "Session 1 & 2" Men's & Women's 1st Round Game Tickets Approximate Prize Value: \$80.00

Total Approximate Prize Value: \$900.00

Dates applicable to each Prize Pack can be found on the Entry Website at: https://www.cubesmart.com/blog/about/hobbies/win-tickets-cusa-mens-womens-basketball/.

In no event will Sponsor be responsible for awarding more than the stated number of prizes. Sponsor reserves the right to substitute a prize (or any portion thereof) with another prize of greater or comparable value, as determined by Sponsor. Actual value of prizes depends on any fluctuations in current market conditions at time of prize fulfillment, and any difference between the stated ARV and the actual value, if any, will not be considered and any difference will not be awarded in cash. The right to receive a prize is non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by the Sponsor who reserves the right to substitute a prize.

Winners acknowledge that the Contest Sponsor have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize or regarding the use, value or enjoyment of the prize. The prizes will be awarded according to the Official Rules. Any and all redemption limitations, guarantees and warrantees on any vouchers, tickets, passes, or other prizes, as applicable, are subject to the tickets, passes or voucher requirements and terms and conditions, and warranty or guarantee of offeror, and winners agree to look solely to offeror for any such terms and conditions, warranty or guarantee claim, and for voucher redemption.

If winner is unable or unwilling to accept any prize, the selected winner will forfeit that prize and any alternative winner will be chosen to the extent time provides as outlined in theses Official Rules.

Acceptance of prize constitutes permission (except where prohibited by law) to use each winner's name, prize won, hometown, likeness, photograph, voice, address (city and state), and biographical information for purposes of advertising, online posting, promotion and publicity without additional compensation, except as provided by law.

Each winner shall be responsible for all federal, state and local taxes on any prize award.

Winner Selection

All entries will be collected and managed by Sponsor. Winners will be selected from all eligible entries received during the Contest Period according to the Official Rules, at the discretion of Sponsor. Potential winners and winners will be publicly released on Facebook and/or any other method CubeSmart deems appropriate including, without limitation, Twitter and Google+. None of these entities have any role in this Contest.

The winners must pick up their prize at Sponsor's booth at Fan Fest. To receive a prize, entrants must also sign a release agreement which will be provided by Sponsor after Sponsor's receipt of the entrant information described above unless prohibited under law. A potential winner's failure to timely respond, provide the information requested above, and sign and return a release agreement in the form provided by Sponsor will signify to the Sponsor that the potential winner has declined the prize and, without further notice, the Sponsor may select another potential winner for that prize.

Conditions of Participation

The winner may be required to sign an affidavit of eligibility (except where prohibited) affirming his or her agreement to all terms, conditions, and restrictions in these official Contest Rules. Upon request from the Sponsor, entrants must promptly furnish proof of legal U.S. residency, legal age, and eligibility to enter the Contest. An entrant's failure to promptly comply with such a request will result in the entrant's disqualification. The potential winner is subject to verification by the Sponsor, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner of any prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete. In the event that a potential winner is determined to be ineligible, the prize will be forfeited and the Sponsor reserves the right to randomly select an alternate winner from among the remaining eligible entries. In the event that a winner is determined to be ineligible or fails to respond to Sponsor within five (5) days of Sponsor's first attempted notification, the Prize will be forfeited and the Sponsor reserves the right to select an alternate winner from among the remaining eligible entries. The Sponsor reserves the right to terminate the Contest without awarding the prize if no eligible winner or alternate winner claims the prize within the required time. Sponsor shall have no liability for (and, by entering into the Contest and/or accepting a prize, entrants shall be deemed to release and hold harmless Sponsor from) any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, possession, use or misuse of prize or participation in the Contest. Any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration in the State of Pennsylvania. Claims, judgments and awards shall be limited to actual out-of- pocket costs incurred, including costs associated with entering this Contest, but in no event attorney's fees.

UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS CONTEST. SPONSOR'S FAILURE TO ENFORCE ANY PROVISION IN THESE OFFICIAL RULES WILL NOT BE DEEMED A WAIVER OF SUCH.

Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest.

Errors and Technical Issues. The Contest Sponsor shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. The Sponsor is not responsible for those who cannot access the Internet or cannot click-through on the Internet for any period of time, regardless of technical, hardware, software, telephone, Internet, virus contamination or network problems and for delay, failure or malfunction for any reason including, but not limited to, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors, force majeure, human errors, including but not limited to, errors by the Sponsor's representatives who enter incorrect information into any of the Sponsor's computer systems.

Compliance with Laws and Taxes. The Contest is void where prohibited. If any provision of this Contest shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply. All taxes are winner's responsibility.

Privacy

The Sponsor collects personal information from you when you enter the Contest. Such personal information submitted will be used in accordance with Sponsor's privacy policy available at <u>http://www.cubesmart.com/legal/.</u> Participants are providing information to Sponsor and not to Facebook or Twitter.

General. Contest administration and winner selection and verification will be conducted by the Sponsor whose decisions are final and legally binding. No participant or winner shall have the right to contest any decision by Sponsor or any affiliated entity concerning any aspect of the Contest or the interpretation of the Official Rules or the determination as to the qualification of entries. By participating in this Contest, you agree to be bound by these Official Rules. Sponsor reserves the right to cancel/terminate, modify or suspend the Contest if in Sponsor's sole determination it believes that the integrity of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, human error or any other causes beyond Sponsor's control. No winner will be drawn should the Contest be cancelled/terminated if the Contest cannot be run as planned or fairly. Sponsor reserves the right to disqualify any discovered entry from the Contest if, in Sponsor's sole judgment, entrant has not fully complied with these Official Rules. Without limitation, all of an entrant's discovered entries will be disqualified, at the sole discretion of Sponsor, if (i) entrant (i) attempts to enter the Contest through any means other than as described in these Official

Rules, (ii) provides information that is inaccurate or fraudulent or (iii) attempts to disrupt the Contest or circumvent the terms and conditions of these Official Rules. The Contest Entities assume no liability for damage caused to entrant's or any other person's/entity's computer hardware, software or communications network, regardless of cause. By entering this Contest, a participant explicitly releases, discharges and holds harmless the Contest Entities, prize providers and their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which s/he now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Contest and the acceptance and use or misuse of a prize. Each winner agrees that, by accepting the prize, he or she waives the right to (1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and (2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). No travel expenses or other expenses will be provided to any winner as part of any prize.

Winner's List

The names of winners will be posted to https://www.cubesmart.com/blog/about/hobbies/win-tickets-cusa-mens-womens-basketball/ on or about March 13, 2019.