

RAPTORS TIP-OFF TAILGATE (the “Contest”) RULES & REGULATIONS (“Contest Rules”)

Participation in the Contest constitutes full and unconditional agreement and acceptance of these Contest Rules, which are final on all matters relating to the Contest.

1. Eligibility: No Purchase Necessary. The Contest begins at 3:30 p.m. EST on Wednesday, December 28, 2011 and closes at 7:30 p.m. EST on Wednesday, December 28, 2011 (the “Contest Period”).

No purchase necessary. This Contest is open only to legal residents of Ontario 18 years of age and older who live within a 75 mile radius of the City of Toronto. Employees (and their immediate families and those with whom they are domiciled) of Maple Leaf Sports & Entertainment Ltd. (“**MLSE**”), the Toronto Raptors, and the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective subsidiaries, affiliates, directors, officers, governors, agents, their advertising and promotional agencies or the prize suppliers are not eligible to enter.

2. How to Enter:

To enter, attend the Toronto Raptors Tip-Off Tail Gate on Wednesday, December 28th at Air Canada Centre (the “Event”) and submit a fully completed entry form (each an “**Entry**”) via the Raptors Street Team hand held devices during the Contest Period.

MLSE is not responsible for lost, late, incomplete, illegible, damaged, destroyed, or misdirected entries. LIMIT one (1) Entry per person.

3. Prizes: A total of fifteen (15) prizes are available to be won by Contest entrants (each a “**Prize**”). A complete description of all Prizes available to be won, the approximate retail values of such Prizes (in Canadian dollars) and any conditions or limitations on such Prizes is set forth in the Prize Description Schedule attached at the end of these Contest Rules. All costs and expenses not explicitly identified in the Prize Description Schedule as being included in a Prize (including, without limitation, taxes associated with the prize) shall be the sole responsibility of the winner.

4. Winner Selection: At 3 p.m. on December 29, 2011, MLSE will conduct random draws to determine the Selected entrants for each Prize.

The odds of being selected as a potential Prize winner depend on the number of eligible Entries received during the Contest Period. Entrants are only eligible to win one prize.

Before being declared a winner, each selected entrant must: (i) correctly answer a time-limited mathematical skill-testing question without assistance or the use of a calculator, administered at the time of contact; and (ii) the entrant must sign a Declaration of Compliance with the Contest rules and a Release of Liability, releasing MLSE, the Toronto Raptors, the National Basketball

Association and its Member Teams, NBA Properties, Inc., and each of their respective subsidiaries, affiliates, directors, officers, governors, agents, their advertising and promotional agencies (collectively, the "Released Parties") from any and all liability in connection with: (i) entrant's participation in the Contest; (ii) the acceptance and use of any prizes awarded in the Contest; and (iii) the administration of the Contest by MLSE, including (without limitation) the selection of prize winners or the distribution of prizes awarded in this Contest. The Declaration and Release document must be returned on or before the date indicated on the documents or the prize will be forfeited.

If a selected entrant cannot answer, or incorrectly answers, the skill-testing question, does not meet any of the Contest eligibility requirements, or satisfy any other Contest conditions, that entry will be disqualified and another entry will be selected. In addition, selected entrants who do not claim their prize within the time specified by MLSE will forfeit their prize without alternate compensation from MLSE. The Released Parties are not responsible, whether as a result of human error or otherwise, for any failure to contact any potential winner. The entrants will be required to pick-up their prize at Air Canada Centre box office and a specified date and time determined by MLSE.

5. General Rules

Each prize must be accepted as awarded and no prize substitutions of cash or otherwise or transfer of the prize will be made, provided that MLSE may make prize substitutions of equal or greater value. By entering this Contest or claiming a prize, each Contest entrant consents to the use of his/her name, image, photograph, voice statement(s) and city of residence, without further compensation, for any and all publicity purposes, commercial or otherwise, in all media used by MLSE, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective subsidiaries, affiliates, directors, officers, governors, agents, their advertising and promotional agencies.

The Contest is subject to all applicable federal, provincial and municipal laws and regulations and shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Each Contest entrant agrees to be bound by these rules and regulations and all decisions of MLSE, which decisions are final with respect to all matters relating to the Contest, including (without limitation) the selection of the Prize winner. All decisions made by MLSE with respect to any aspect of this Contest are final.

Each Contest entrant agrees to hold harmless and indemnify the Released Parties and each of their respective subsidiaries, affiliates, directors, officers, governors, agents, their advertising and promotional agencies against any and all liability, damages or causes of action (however named or described with respect to or arising out of either: (i) entrant's participation in the Contest; (ii) the receipt or use of the prizes awarded herein; or (iii) the administration of the Contest (including winner selection) and distribution of the prizes awarded herein.

Contest entrants hereby release, waive and discharge any and all claims of damage, loss or causes of action (including, negligence), including (but not limited to) death, personal injury or loss or damage to property, which the entrant or any of the entrant's representatives, heirs, next of kin or assignees ("Entrant's Representatives") may have or which may hereinafter accrue to

the entrant or Entrant Representatives against the Released Parties as a result of the entrant's participation in the Contest or the receipt or use of the Prize(s) awarded herein.

The following are prohibited and will result in automatic disqualification from the Contest: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Contest Rules; and (3) any other act which MLSE determine, at their sole discretion, jeopardizes the integrity of the contest.

Released Parties are not responsible for any printing, distribution or production errors, or for any late, lost or misdirected entries. MLSE may terminate, modify, waive, suspend or withdraw from this Contest (and/or any aspect thereof, including methods for selection of the prize winners), in whole or in part, at any time without notice for any reason, without liability, at their sole discretion.

The Released Parties shall not be responsible for tampering, theft, human errors (including gross negligence) ineligibility, lost, late or misdirected entries or for any problems, failures or technical malfunctions of any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the internet, or at any website and assume no liability for damage to entrant's or any person's computer resulting from participating in the Contest or the failure of Contest Sponsors to process any entry and otherwise award any prize. Nor is responsibility assumed for printing errors appearing in these rules or related Contest materials. In addition, MLSE will not assume any responsibility of any nature whatsoever in all cases where their inability to hold the Contest or to remit the prizes to the winners results from a cause beyond their control, including Acts of God, weather conditions, strike, lock-out or other labour dispute, or cancellation of the Game. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should an attempt be made, MLSE reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

PRIZE DRAW SCHEDULE

| Draw Number | Assigned Prize | Number of Prizes Available to be Won |
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| 1 | A pair of 2011-12 seasons tickets (excludes home opener on December 28, 2011) | 1 |
| 2 | Dinner with JYD at Real Sports Bar & Grill for you and 3 friends, valued at \$250. Tickets to a future 2011-12 Toronto Raptors game. | 1 |
| 3 | One (1) signed Raptors Jersey | 5 |
| 4 | One (1) signed Basketball Ball | 5 |
| 5 | One (1) \$100 Real Sports Bar & Grill Gift Card | 2 |

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| 6 | One (1) \$250 e11even Gift Card | 1 |
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Prize Description Schedule:

| Prize | Number Available to be Won | Approximate Retail Value (Cdn\$) | Conditions/Restrictions |
|---|-----------------------------------|---|---|
| One (1) pair of 2011-12 season tickets, excludes home opener on December 28, 2011. | 1 | \$1,168 | A pair of tickets to each of the 32 Toronto Raptors 2011-12 regular season home games (the "game(s)") at Air Canada Centre, for a total of 64 tickets, following January 3, 2012 (all 2011-12 regular season games excluding the 2011-12 regular season home opener on December 28 th 2011). Playoff tickets are not included. Tickets are not renewable and will be for the 2011-12 regular season only. Winner will not obtain any rights in and to the seating to which the tickets relate other than the right to attend at the 2011-12 regular season game in question. |
| Dinner with JYD at Real Sports Bar & Grill for you and 3 friends. Tickets to a future 2011-12 Toronto Raptors game. | 1 | \$250 CDN | This includes one (1) reserved table for winner and 3 guests at Real Sports Bar & Grill. All food and non-alcoholic beverages, to a maximum of \$250. Includes a visit by a Toronto Raptors alumni, Jerome Williams (Raptors alumni subject to change at sole discretion of MLSE). The date and time of the dinner are to be specified by MLSE. Four tickets to a future 2011-12 Toronto Raptors game will be assigned by MLSE. Game date and seat location to be determined by MLSE. |
| One (1) signed Raptors Jersey | 5 | \$250 | Autographing player, jersey style and size to be determined by MLSE. |
| One (1) signed Basketball | 5 | \$100 | Autographing player and basketball model to be determined by MLSE. |

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| One (1) \$100 Real Sports Bar & Grill gift card | 2 | \$100 | Card cannot be redeemed for cash and no change will be given. Any remaining balance will be available upon next visit. Card redeemable at Real Sports Bar & Grill restaurant. |
| One (1) \$250 e11even Gift Card | 1 | \$250 | Card cannot be redeemed for cash and no change will be given. Any remaining balance will be available upon next visit. Card redeemable at e11even restaurant. |