SMS Terms and Conditions

The Brooklyn Sports & Entertainment Family ("BKSports&Ent," "we," "our," or "us") provides short message service (SMS) updates, mobile alerts and mobile call to action campaigns (collectively, "SMS Program"). Please read these terms and conditions ("Terms and Conditions") prior to opting in and using the SMS Program. By opting in to this service, you accept and agree to be legally bound by these Terms and Conditions and the BKSports&Ent Terms of Service (including a binding arbitration agreement and a waiver of class action rights).

By submitting your phone number and opting in to our SMS Program, you authorize BKSports&Ent and its service providers to deliver or cause to be delivered calls and/or text messages (SMS/MMS), including using an automatic telephone dialing system, artificial or prerecorded voice, or other automated technology, to the number submitted and understand that such calls and/or text messages may include a telemarketing message or advertisement or solicitation. This service is optional and not a condition of purchase.

By opting in, you further represent that you are the account holder for the mobile telephone numbers that you provide, a resident of the United States, and at least 18 years old.

Message and frequency varies. BKSports&Ent is not be liable for any delays in the receipt of any messages or changes to participating carriers, as delivery is subject to effective transmission from your carrier with active participation at any time. BKSports&Ent is also not liable for any undelivered messages. Carriers are not liable for delayed or undelivered messages.

You are responsible for any fees assessed by your wireless telephone carrier to BKSports&Ent, including any data plan charges, text messaging charges, tolls, out-of-area roaming, or other telephone connection charges. Message and data rates may apply.

You can cancel your receipt of SMS Program services at any time by texting the word STOP. After doing so, you will receive confirmation of your opt-out via text message.

Text the word HELP for help. If you need further assistance, please email privacy@bkse.com.

BKSports&Ent respects your privacy. Please see the BKSports&Ent Privacy Policy for more information on how BKSports&Ent processes personal information. No mobile information will be shared with third parties for marketing/promotional purposes, but it may be shared with our service providers to provide the messaging service or as legally required.

The "BKSports&Ent Family" is comprised of Brooklyn Sports & Entertainment entities that own and/or operate Barclays Center, the HSS Training Center, the Brooklyn Nets & New York Liberty Foundation, Brooklyn Basketball, Brooklyn Wine Club (a Brooklyn Hospitality Group company), Planet Brooklyn (a BKLYN Musical Festival Operations company), Brooklyn Magazine (a Brooklyn Media company), and the following "Affiliated Teams": the Brooklyn Nets (NBA), the New York Liberty (WNBA), the Long Island Nets (NBA G League), and the NetsGC (NBA 2K League affiliate). The Affiliated Teams are Member Clubs of the National Basketball Association and the Women's National Basketball Association, respectively (the "Leagues") and those websites are part of the NBA.com website and the NBA mobile app, and

the WNBA.com and the WNBA mobile app, respectively. Where you engage with an Affiliated Team, your use of the SMS Program will also be subject to any applicable League terms and conditions.

In the event of a conflict or inconsistency between the provisions of these Terms and Conditions, the BKSports&Ent Terms of Service, and, as applicable any League terms, the provisions of these Terms and Conditions shall apply and control, followed by the BKSports&Ent Terms of Service, and, as applicable, any applicable League terms and conditions.