

## 2023 VEGAS CHAMPIONSHIP

### UNIVERSITY OF NEW MEXICO

This AGREEMENT (the "Agreement") is entered into as of this 8 day of December 2022 (the "Effective Date") by and between bdG Sports, LLC, (hereinafter referred to as "bdG"), and The Regents of The University of New Mexico, a public institution of higher education organized and existing under the Constitution of the state of New Mexico and located in Albuquerque, New Mexico ("Participant"). The Effective Date of this Agreement is the last date of signature found on the signature page.

1. **Description of the Event.**

- (a) The entire Multi-Team "Exempt" Event, governed by NCAA By-Law 17.4.5.1.1, shall consist of a maximum six (6) Division I men's college basketball teams playing a maximum of nine (9) games (commonly referred to as a "28+3 model) titled the Vegas Championship (the "Event").
- (b) Participant shall play three (3) games during the Event (the "Tournament") against teams TBD on **Nov. 21, 22 & 24, 2023** at The Dollar Loan Center in Henderson, Nevada.
- (c) The pairings in the Tournament, including game times, will be determined solely by bdG and announced no later than October 1, 2023. bdG does not guarantee the participation of any other team as part of the Event.
- (d) The first possible Tournament game may be played no earlier than Nov. 21, 2023 at 11:00 a.m. PT; the last possible Tournament game may be played no later than Nov. 24, 2023 at 8:30 p.m. PT. Participant's travel needs be planned with these earliest and latest possible game times being taken into consideration.

2. **Term.** This Agreement shall commence as of the Effective Date of this Agreement and shall expire as of Dec. 31, 2023, unless earlier terminated in accordance with the terms of this Agreement (the "Term").

3. **Compliance with NCAA Guidelines.** The parties agree that in performance of this Agreement, the parties shall at all times comply with the applicable provisions of the Charter, By-Laws and Executive Regulations of the NCAA and the binding interpretations thereof (the "NCAA Guidelines").

4. **Rights and Obligations of bdG.** Except as may otherwise be set forth herein, bdG shall have exclusive rights to oversee all aspects of the Tournament, including exclusive rights as to marketing and promotions, isotonic beverages, signage, game ball, sponsorships, financial and event management, broadcasting, ticket operations, half-time activities and media relations. All obligations of bdG pursuant to this Agreement shall be in compliance with the NCAA Guidelines and any other applicable laws and regulations. In addition to any other obligations set forth in this Agreement, bdG agrees to perform those obligations set forth below for Participant:

- i. Ground transportation to and from airport, games, tournament-provided practices and hotel (tournament provides a daily bus schedule; dedicated team bus is not provided to Participant);
- ii. Twelve (12) complimentary hotel rooms for four (4) nights each Nov. 20-23, including upgraded hotel accommodations for head coach; during the event, Participant shall be required to utilize the hotel designated by bdG. If Participant does not reside at the hotel designated by bdG, Participant shall be responsible for payment of its own accommodations, as well as all expenses associated with those accommodations, including ground transportation as outlined in Sect. 4(i).
- iii. Twenty (20) complimentary game tickets to the Tournament;
- iv. Practice availability on the day before the start of the event for a minimum of one hour;
- v. All Tournament and game fees and operational costs, including game officials.

5. **Rights and Obligations of Participant.** In addition to any other obligations set forth in this Agreement, Participant agrees to perform those obligations set forth below at its sole cost and expense. All obligations of Participant pursuant to this Agreement shall be in compliance with the NCAA Guidelines and all other applicable laws and regulations. Participant acknowledges and agrees that all expenses and costs of members of its basketball team, band, coaches, officials, directors, cheerleaders and other Participant employees, representatives or agents (collectively, the "Participant Representatives") shall be the sole responsibility of Participant, unless specifically set forth as being the responsibility of bdG in this Agreement. Participant shall be responsible for the following:

- i. Consideration due bdG as the Tournament entry fee totaling Thirty-Seven thousand Five hundred dollars (\$37,500), per the payment schedule as outlined in Exhibit A of this document;
- ii. All costs associated with traveling to and from the Tournament city;
- iii. All costs associated with additional hotel rooms in excess of the twelve (12) rooms provided by bdG in Sect. 4(ii) of this Agreement;
- iv. All incidental costs for all rooms, including the 12 rooms provided per Sect. 4(ii) of this agreement, including, but not limited to, phone calls, laundry, sundry items, equipment repair, shopping, parking, tolls, taxes, assessments; and expenses incidental to pre-Tournament activities and practices;
- v. All costs associated with Participant's radio broadcast per Sect. 7(b) of this Agreement;
- vi. Any additional needs as requested by Participant to include, but be not limited to, additional hotel rooms, additional days of stay at the Tournament, and additional or specifically requested travel and entertainment.

6. **Informational Requirements: Ticket Marketing Assistance.** Participant agrees to respond to all reasonable requests for information from bdG in any way related to the Tournament, including, without limitation, team rosters, media guides and names of official members of Participant's party. In connection with bdG's exclusive rights to market the Tournament, bdG shall have the exclusive right and obligation to market Tournament packages, which may include tickets to the Tournament, to be offered to Participant supporters; provided, however, that Participant must approve such marketing materials prior to their dissemination. Participant agrees to promptly email to its basketball season ticket holders, students, alumni and

campus staff all approved materials furnished by bdG relating to the Tournament. bdG shall bear all costs associated with producing marketing materials. bdG shall also bear all reasonable costs incurred by Participant in disseminating marketing materials.

- (a) Participant shall include the offer to buy tickets to the Tournament in all of its ticket solicitations, promotion and advertising materials as well as any ticket distribution and marketing channels used for men's basketball and throughout its athletics department.
- (b) Participant shall establish on the main men's basketball page of its official athletics website a static graphic advertisement (such as a banner ad, splash page, floating ad, etc.) which includes a hyperlink to the official Tournament website no later than 30 days after full execution of this Agreement, and will remain posted through the conclusion of the Tournament during the Tournament year. bdG will provide the graphics for the static graphic advertisement per dimensions supplied by Participant.

7. **Media and Sponsorship Rights.** bdG shall retain all multimedia and sponsorship rights for the Tournament games, including, but not limited to, radio, television and digital streaming. Only bdG may solicit, secure and license broadcast, sponsorship and signage display rights for, and at, the Tournament.

- (a) **Television:** Participant hereby gives consent to bdG and any television network, including syndicator or station, over-the-air or cable, as well as any online, digital or other broadcast rights designated by bdG or its assignees to broadcast the Tournament, to broadcast or rebroadcast the Tournament games in which Participant participates. Participant acknowledges and agrees that bdG shall have the right to sell or license any DVDs, tapes or other reproductions regardless of means of distribution containing recordings or visual images of the Tournament. Notwithstanding the foregoing, bdG shall retain the right and shall have the exclusive right to retain all revenues derived from all in-camera view signage with respect to the games played pursuant to this Agreement.
- (b) **Radio:** Notwithstanding bdG's exclusive rights with respect to the broadcast of the Tournament in which Participant participates, bdG shall provide to Participant a radio outlet location for the broadcast of the Participant Tournament games by Participant's regular season radio broadcasting station. bdG permits said broadcast to be streamed live on the Internet but limits the opportunity to only the originating station's site (if all regular season games are carried live on that website), the official Participant's athletics web page, and on any satellite radio provider with which Participant has a broadcast contract at the time of the Tournament. A media rights fee of \$500.00 will be charged to Participant or Participant's media rights holder to utilize venue's ethernet lines to broadcast Participant's three games. This fee is to cover installation and usage costs and is separate from Participant's Tournament entry fee.

8. **Game Conditions.** The Tournament will be played in accordance with the current NCAA rules. In addition:

- (a) bdG will secure an existing NCAA Division I Director of Officials, or a similarly qualified individual, to assign game officials. The costs of said officials will be the responsibility of bdG.
- (b) The official game ball will meet NCAA requirements and will be chosen at the sole discretion of bdG.
- (c) bdG will provide coolers and towels on each team bench and hold the exclusive rights for sponsorship of coolers, towels, cups, isotonic beverages and/or bottled water on each team bench. Any competing isotonic/water sponsored items will not be permitted in the team bench area but can be utilized in non-public areas (locker rooms, hotel, etc.).

9. **Insurance.**

- (a) During the term of this Agreement, bdG shall keep in force, at its own expense, at least the following insurance:
  - i) Commercial General Liability having a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate covering premises and operations, contractual liability and products/completed operations;
  - ii) Business Automobile Liability having a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate covering claims arising out of ownership, maintenance, or use of owned or non- owned automobiles;
  - iii) Worker's Compensation insurance having limits not less than those required by applicable statute;
  - iv) Employer's Liability in the amount of at least \$1,000,000; and
  - v) Excess or Umbrella Liability in the amount of at least \$2,000,000.
- (b) Participant is insured by the New Mexico Risk Management Division. A Copy Participant's Certificate of Insurance is attached.

10. **Grant of Rights:** Solely in connection with the Tournament (including the promotion and publicity thereof) and for the Term of this Agreement, Participant grants bdG the worldwide, unlimited and unrestricted right and license to use Participant's name, nicknames, mascot name and image, logo, graphics, trademarks associated with Participant and any and all other recognizable trademarks or references to Participant and the right to reproduce images of Participant and its team and coaching staff, including without limitation, video, photographs and graphics all used in connection with:

- (a) Advertisement, promotion and marketing the Tournament in all forms of media, including but not limited to television, radio, print and Internet, including all forms of electronic
- (b) Tournament-related merchandise, apparel and other products

- (c) Tournament-related materials, including without limitation, tickets, media guides, banners, etc.

bdG may transfer or assign the rights under Sections 7 and 10 of this Agreement to a third party which must abide by the terms herein.

11. **Conduct of Event.** Participant assumes full responsibility for the conduct of the Participant's traveling party and for any damage done to any part of the premises at either the designated hotel, the Tournament venue or the vehicles used for local ground transportation during the time of the Participant's stay, whether caused by the Participants, its agents, employees, student-athletes, contractors or other attendees. Participant also agrees that Participant's traveling party members will not create any disturbance to other hotel guests, including noise, smoke, incense, candles or any activity that generates smells. The designated hotel reserves the right to take any action toward participant it deems necessary if these provisions are not met.

12. **Termination.** Should Participant choose not to participate in the Event and terminate this Agreement, it shall pay a \$100,000 termination fee ("Termination Fee") immediately to bdG. Notification of cancellation must be provided in writing to bdG and the Termination Fee will be due within seven (7) business days. The parties agree that exact harm is difficult to estimate, but that the amount stated herein is reasonable. Should bdG terminate this Agreement, it shall pay a \$100,000 termination fee ("Termination Fee") immediately to Participant.

13. **Intellectual Property.** Each party agrees and acknowledges that it shall not acquire any interest in any copyrights, trademarks, service marks, other intellectual property and/or intellectual property of the other party (or any combination thereof). Further, unless previously approved by the owning party in writing, neither party shall use any fanciful images or other trademarks of owning party (or any combination thereof) at any time: (a) in any of such party's advertising, publicity or promotion; (b) to express or imply any endorsement, affiliation, connection with or sponsorship by the other party (or any combination thereof) of such party, its business, services, or promises; or (c) in any other manner whatsoever whether or not similar to the uses prohibited by sub-sections (a) and (b) above. Notwithstanding the foregoing, bdG shall have the right in perpetuity to reference the Tournament and Participant's involvement in the Tournament in its marketing and sales materials (i.e. describing the Tournament as a case study for bdG's services).

14. **Limitation of Liability.** Neither party shall be entitled to special, consequential or incidental damages, including, without limitation, lost profits, as a result of the other party's breach of this Agreement or otherwise in connection with this Agreement, even if the breaching party could foresee such damages.

15. **Force Majeure.** If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, then such non-performance shall be excused and not be treated as a breach of this Agreement, and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an act of God, inevitable accident, fire, labor dispute, riot or civil commotion, act of public enemy, terror, or war, governmental act, epidemic,

pandemic, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargoes, or other reason beyond the control of the parties that is generally regarded as Force Majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation, which is outstanding at the time of occurrence. A non-performing party under this Section 16 shall use commercially reasonable efforts to fully perform hereunder, once the Force Majeure Event has ceased.

16. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior discussions, agreements and understandings, whether oral or written.
- (b) **Modification.** This Agreement may be modified or amended only by a written instrument properly executed by the parties.
- (c) **Severability.** If any one or more of the provisions of this Agreement shall be held invalid, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.
- (d) **Assignment.** This Agreement is personal to Participant and it may not assign or delegate any of its rights or obligations hereunder. bdG shall have the right to assign any of its rights or obligations hereunder, including, without limitation, those rights set forth in Section 10, to any parent, subsidiary or affiliate of bdG and shall give notice of any such assignment to Participant.
- (e) **Notice.** Any notice required or permitted to be given under this Agreement shall be effective upon delivery in person or mailing by certified mail, return receipt requested, to the address below.

To Participant:                    University of New Mexico Athletics  
    c/o Athletics Director Eddie Nunez  
    The University of New Mexico Athletics  
    1414 University Dr.  
    Albuquerque, NM 87106  
    Phone No.: 505-925-5510

To bdG:    bdG Sports, LLC  
    c/o Brooks Downing  
    P.O. Box 910305  
    Lexington, KY 40591  
    Phone No.: 859-951-6141  
    bd@bdglobalsports.com

or to such other address as the parties shall direct by notice to the other parties.

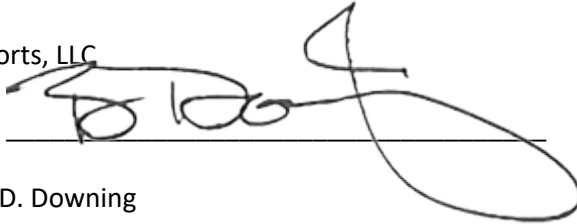
- (f) **Waiver.** Any failure to insist upon compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver or such term, covenant or condition, nor shall any waiver or relinquishment of any right hereunder at any one or more times be deemed a waiver or relinquishment of such right at any other time or a continuing waiver. All waivers shall be in writing to be effective.
  
- (g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and/or PDF copies of the executed signature page shall be binding to make this Agreement effective. The parties agree to exchange original signature pages thereafter.
  
- (h) **Section Headings.** Section and other captions contained in this Agreement are for references purposes only and are in no way intended to describe, interpret, define or limit the scope or intent of any part of the Agreement.
  
- (i) **Authorized Representative.** The persons executing this Agreement on behalf of the contracting parties do so as officers of such organizations and shall incur no personal liability whatsoever by reason of their execution of this Agreement. Each of the parties represents and warrants that this Agreement has been duly and validly executed and delivered and represents the valid and binding obligation of Participant or bdG, as the case may be, enforceable in accordance with its terms.

[End. Signature page follows]

IN WITNESS WHEREOF, the parties have each executed and delivered this Agreement as of the date written above.

bdG Sports, LLC

By:

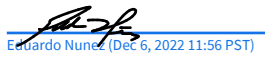
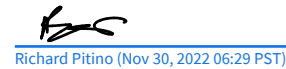


Brooks D. Downing

President

The Regents of The University of New Mexico

By:

  
Eduardo Nuñez (Dec 6, 2022 11:56 PST)  
Richard Pitino (Nov 30, 2022 06:29 PST)

Name: Eddie Nuñez

Title: Vice President / Director of Athletics



**Exhibit A**

**bdG Sports, LLC Consideration  
2023 Vegas Championship**

**UNIVERSITY OF NEW MEXICO MEN'S BASKETBALL**

For participation in the Tournament, Participant agrees to pay bdG Sports, LLC, a total amount due of \$37,500. Payments shall be made according to the following schedule:

- a. A non-refundable deposit in the amount of \$10,000 is due to bdG by July 31, 2023;
- b. Remaining balance of \$27,500 due to bdG no later than August 31, 2023.

**All payments made hereunder this Letter of Agreement shall be payable to: "bdG Sports, LLC,"  
P.O. Box 910305, Lexington, KY 40591.**

**Signature:** *Amy Beggin*

**Email:** abeggin@unm.edu