# OFFICIAL RULES 2023-2024 Comerica Bank Women's Business Awards Contest

#### NO PURCHASE NECESSARY TO ENTER OR WIN ANY PRIZE. CONTEST VOID WHERE PROHIBITED.

- 1. Contest: The Los Angeles Lakers, Inc. (herein referred to as "Administrator" or "Lakers") and Comerica Bank (herein referred to as "Sponsor" or "Comerica") are conducting the "2023-24 Comerica Bank Women's Business Awards" contest (the "Contest"), as more particularly described in these Official Rules ("Rules"). Sponsor is looking for female nominees ("Nominees"), who reside in and either work, own businesses or have significant philanthropic or other applicable activities that fall within one of the five categories below within Los Angeles, Orange, Riverside, San Bernardino, and/or Ventura Counties. The Nominee or a person proposing a Nominee (a "Nominator") shall write an essay of 500 words or less describing the Nominee's career, philanthropic or other applicable successes and why the Nominee qualifies for the Women's Business Awards within any of the five following categories: Woman of Entrepreneurship - recognizing women business owners at companies of all sizes; Woman of Business - recognizing women executives who are not business owners; Woman of Philanthropy recognizing women who are changing our local community for the better; Woman of Diversity -Recognizing women who serve as role models and breakthrough agents in our multicultural community, and who share their experience to guide our future leaders; Woman of Promise recognizing women who are "rising stars" in their chosen field or industry. Five honorees / winners will be selected based upon the essays received by the Administrator and any other supplemental materials provided for below in Section 2 of these Rules that may be received by Administrator and recognized each month of November 2023 through April 2024 (each a "Contest Month") for their contributions and leadership. Nominees will be considered for all categories and throughout the program period on a rolling basis. Odds of winning are dependent in part upon the number of Valid Entries received and the quality of the essays and any other supplemental materials received by the Administrator as provided for in these Rules.
- 2. To Enter: The Contest is open from 9:00 a.m. Pacific Time ("PT") on November 13, 2023, through 11:59 p.m. PT on April 1, 2024 ("Closing Date"). To enter, Nominee or Nominator must: (a) complete the entire nomination form, which can be obtained from Lakers' website at www.lakers.com; and (b) write, in Nominee's or Nominator's own words, a 500 word or less essay, describing Nominee or Nominee's career or other successes and why that person qualifies for the Comerica Bank Women's Business Awards ("Essay"); and (c) include any supplemental information (optional), such as letters of recommendation, press releases, professional references, or professional licenses, designations or credentials; and (d) submit the completed nomination form, Essay and any supplemental information, together with five (5) recent photographs of the Nominee, without any other identifiable person in the photograph (the "Photographs") to Lakers.com, ComericaAwards@Lakers.com or The Los Angeles Lakers, Inc., 2275 Mariposa Ave., El Segundo, CA 90245, Attn: "Comerica Bank Women's Business Awards". All entries and items submitted, including, but not limited to, the Essays and all of the Photographs, and all rights therein and thereto, including, but not limited to, all copyrights therein and thereto, that are submitted or received by Sponsor become the exclusive property of Sponsor and Lakers and may be reproduced, posted, published and used by Sponsor and Lakers for any and all purposes, in any and all media, whether now known and used or hereafter created, invented, discovered or used, anywhere in the universe, in perpetuity.

- 3. Eligibility: Only entries that meet all the requirements specified in these Rules will be considered valid (each a "Valid Entry" or collectively "Valid Entries"). Only those Valid Entries received prior to Nominee review for a given Contest Month shall be considered as potential Contest winners for that particular Contest Month. Only one entry per Nominee for the entire Contest per season is allowed. Nominees are eligible to win the Contest only once. Entries must be legible and include all elements of a Valid Entry. Lakers and Comerica each reserve the right, in their sole and absolute discretion, to disqualify any otherwise Valid Entry that is not in good taste and/or is not suitable for all audiences. Children of employees and immediate family members of: Lakers, Sponsor, the National Basketball Association ("NBA") and its member teams; NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, owners, employees and agents; and those residing in the households of such individuals are ineligible for the Contest. A Nominee who is nominated by a separate Nominator must confirm their participation in the Contest upon notification from Lakers that the Nominee has been nominated for the Contest. If the Nominee does not confirm their participation, the Nominee's nomination by the Nominator will not be considered a Valid Entry and the Nominee will therefore not be eligible for the Contest.
- **4.** <u>Selection Process:</u> Lakers will provide Sponsor with all Valid Entries for its review. Designated employees of Sponsor will review all Valid Entries provided by Lakers and select five (5) Contest winners (one from each category) each month, from November 2023 through March 2024 (each an "Honoree" and collectively "Honorees"), at their sole discretion.
- **5. Prize:** Honorees will receive the following as applicable:

#### NOVEMBER HONOREE

Two tickets to the Los Angeles Lakers regular season home game scheduled for December 28, 2023 vs. Charlotte Hornets at the venue in Los Angeles, California where the Los Angeles Lakers regularly plays its home NBA games and which is currently known as Crypto.com Arena (the "Arena"), and two Lakers gift packs containing Lakers' items selected by Lakers. Each Honoree will receive recognition for her winning entry by an employee of Sponsor during a break in the game ("Award Ceremony").

## • DECEMBER HONOREE

 Two tickets to the Los Angeles Lakers regular season home game scheduled for January 19, 2024 vs. Brooklyn Nets at the Arena and two Lakers gift packs containing Lakers' items selected by Lakers. Each Honoree will receive recognition for her winning entry by an employee of Sponsor during an Award Ceremony.

### JANUARY HONOREE

 Two tickets to the Los Angeles Lakers regular season home game scheduled for February 13, 2024 vs. Detroit Pistons at the Arena and two Lakers gift packs containing Lakers' items selected by Lakers. Each Honoree will receive recognition for her winning entry by an employee of Sponsor during an Award Ceremony.

## • FEBRUARY HONOREE

Two tickets to the Los Angeles Lakers regular season home game scheduled for March
 18, 2024 vs. Atlanta Hawks at the Arena and two Lakers gift packs containing Lakers'

items selected by Lakers. Each Honoree will receive recognition for her winning entry by an employee of Sponsor during an Award Ceremony.

## • MARCH HONOREE

- Two tickets to the Los Angeles Lakers regular season home game scheduled for April
   9, 2024 vs. Golden State Warriors at the Arena and two Lakers gift packs containing Lakers' items selected by Lakers. Each Honoree will receive recognition for her winning entry by an employee of Sponsor during an Award Ceremony.
- All November through February Honorees from the Contest will also receive two tickets to the Los Angeles Lakers regular season home game scheduled for April 9, 2024 vs. Golden State Warriors at the Arena.
- The Honorees will be shown on the center-hung video board at the Arena during each of the Award Ceremonies and pictures of the Honorees will be posted on Lakers' website for a period of ten (10) days from the Honoree's award ceremony.
- Each Honoree's name and one of the Photographs submitted as part of the entry will be posted on Lakers' official LinkedIn page.

The actual seat locations of the Los Angeles Lakers game tickets awarded to Honorees shall be determined by Administrator and Sponsor in their sole discretion. No responsibility is assumed by Sponsor or Administrator for cancelled, delayed, suspended or rescheduled prize elements. Transportation of Honorees to and from any Los Angeles Lakers game, and any other expenses relating to the attendance of an Honoree at the Arena not expressly provided herein, are the responsibility of the Honoree.

- 6. Prize Notification: Each potential Honoree will be notified by email and/or phone, at the email address or phone number provided, no less than five days prior to each Awards announcement on LinkedIn. Each potential Honoree will have 48 hours from notification of winning to notify the Administrator that such potential Honoree will accept the prize and is willing to participate in all elements of the prize. Within five days of the date of the prize notification and acceptance, each potential Honoree shall be required to sign and return the prize Affidavit, Release and License Agreement and any other documents required to claim the prize, as determined by the Administrator and the Sponsor. Failure to respond within 48 hours of prize notification or failure to return the required documents within the time provided will result in a forfeiture of the prize which may be awarded to an alternate Honoree selected from the remaining Valid Entries in the manner specified in these Rules at the sole and absolute discretion of Sponsor.
- 7. Prize Restrictions: Any prizes are non-transferable, and must be accepted as awarded, with no substitutions of any kind, whether in cash or otherwise. Sponsor and Administrator reserve the right to substitute a prize, or any portion thereof, with a prize of equal or greater value, as determined by Sponsor and/or Administrator in their sole discretion, if a prize cannot be awarded as described herein for any reason. Each Honoree / prize winner is responsible for any and all federal, state and local taxes, including income taxes, if any, imposed as a result of or in connection with winning or awarding of a prize. When required, the Honoree will receive an IRS Form 1099 from the Administrator for the approximate retail value of the prize. No responsibility is assumed by Sponsor or Lakers for any cancellation, delay, suspension or postponement of any Los Angeles Lakers game, any activities related to the prize, or any other prize elements. Any Honoree guest who is a minor (under the age

of 18) must be accompanied by their parent or legal guardian at all times. Los Angeles Lakers game tickets and admission to the Arena are subject to all security, fan conduct, safety and health requirements and policies put in place by Lakers and its affiliates and subsidiaries, the NBA and its affiliates and subsidiaries, and Arena, including requirements relating to vaccinations, face masks and enhanced health screenings (which may include a requirement that ticket holders be tested for COVID-19 prior to or during any game or provide proof of vaccination against COVID-19 prior to attending any game) as they may be updated from time to time. Honoree and Honoree's guest must also comply with all applicable Los Angeles Lakers ticket terms and conditions and all applicable laws, policies, orders, ordinances, protocols, and guidelines issued by federal, state, and local authorities respecting COVID-19 and other communicable diseases, and attendance at Los Angeles Lakers games is conditioned on such compliance.

- 8. Additional Terms: By participating in this Contest, each Honoree, Nominee or Nominator agrees: (a) to abide by and be bound by these Rules, and the decisions regarding eligibility, selection of Honorees, and any other elements of this promotion, which shall be made by the Sponsor in its sole and absolute discretion and whose decisions shall be considered final and binding; and (b) to release, discharge and hold harmless Sponsor, Administrator, the NBA and its member teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, owners, employees and agents from all liability claims, damages and causes of action (however named or described) with respect to or arising out of any losses or injuries to the person, including death, or property, or both, of any person, including without limitation, any one or more of the Nominees which may result, be sustained, or be received by Honoree, Nominee, or Nominator, as applicable, as a result of either (i) Honoree's, Nominee's, or Nominator's, as applicable, entry into (valid or otherwise) or participation in the Contest or (ii) the receipt, use or misuse of any prize. Sponsor and Administrator are not responsible for lost, late, misdirected, damaged incomplete or illegible entries, which shall be void, or for entries that are not processed according to these Rules. Sponsor and Administrator reserve the right to amend or terminate this Contest if any factor interferes with its proper conduct as contemplated by these Rules. Neither Sponsor nor Administrator are liable in the event that any portion of the Contest or any prize is canceled or delayed due to weather, natural disasters, fire, strike, labor disputes, lockouts, acts of war or terrorism, riots, civil unrest, order of governmental authority, pandemic or epidemic, supply shortages, or any other condition beyond its control. In consideration for being awarded the prize, Honorees hereby agree and consent, without further authorization, compensation or remuneration of any kind, to the use of each Honoree's name and/or likeness in any and all advertising, promotions and other publicity conducted by Comerica, Lakers and/or the NBA and its member teams, NBA Properties, Inc., and each of their respective parents, subsidiaries and affiliates to the extent permitted by law.
- **9.** Official Honorees List: Honorees' names will be posted on the Los Angeles Lakers website (www.lakers.com) from December 28, 2023 to September 1, 2024.
- 10. Privacy Policy: All personal information obtained by Lakers and Comerica in connection with the Contest will be used and disclosed for the purposes of facilitating the Contest, as well as in any other manner consistent with Lakers' Privacy Policy accessible at <a href="https://www.nba.com/privacy-policy">https://www.nba.com/privacy-policy</a> and Comerica's Online Privacy Practices and Privacy Notice accessible at <a href="https://www.comerica.com/site-tools/resources/privacy-notice.html">https://www.comerica.com/site-tools/resources/privacy-notice.html</a>, as applicable. Please review each of Lakers' and Comerica's privacy policies to learn the extent of the uses and disclosures of your personal information, which may include sending subsequent marketing communications.

11. Disputes: Except where prohibited, each Honoree, Nominee, and Nominator agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, and exclusively in accordance with Section 12 Judicial Reference Provision; (2) any and all claims, judgments, damages, awards or other remedies shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (3) under no circumstances will an Honoree, Nominee, or Nominator be permitted to obtain awards for, and each Honoree, Nominee, and Nominator hereby waives all rights to claim, any indirect, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs, and Honoree, Nominee, and Nominator waives and relinquishes any and all rights to have damages multiplied or otherwise increased. WITHOUT LIMITING THE FOREGOING, ALL CONTEST MATERIALS, WEBSITES, AND APPLICATIONS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Honoree, Nominee, Nominator, Administrator and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

#### **12.** Judicial Reference Provision:

- 12.1 With the exception of the items specified in Section 12.2 below, any controversy, dispute or claim (each, a "Claim") between or involving a Nominee, Nominator or Honoree and Sponsor and/or Administrator arising out of or relating to these Rules will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in these Rules, venue for the reference proceeding will be in the appropriate state or federal court located in Los Angeles County, California (the "Court").
- 12.2 The matters that shall not be subject to a reference proceeding are the following: (i) foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). These Rules do not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) above or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv) above. The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to these Rules.
- 12.3 The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited

basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

- 12.4 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.
- 12.5 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.
- 12.6 Except as expressly set forth in these Rules, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the substantially prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.
- 12.7 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference proceeding. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.
- 12.8 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of

the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

12.9 THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM WHICH ARISES OUT OF OR IS RELATED TO THESE RULES.

This Contest is no way sponsored, endorsed or administered by, or associated with, any social media platform through which the Contest is promoted.