

## 2022 – 2023 LOS ANGELES LAKERS OPENING NIGHT SWEEPSTAKES

### PRESENTED BY PEPSI

#### Official Sweepstakes Rules

Sweepstakes Period: 10 a.m. PT on 10/14/22 – 12:00 p.m. PT on 10/17/22

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. MUST BE AT LEAST 18 YEARS OF AGE TO ENTER AND WIN ANY PRIZE.**

**1. PRELIMINARY INFORMATION:** From 10:00 a.m. Pacific Time (“PT”) on October 14, 2022 and continuing through 12:00 p.m. PT on October 17, 2022 (the “Sweepstakes Period”), The Los Angeles Lakers, Inc. (“Administrator”) will conduct the Los Angeles Lakers Opening Night Sweepstakes Presented by Pepsi (the “Sweepstakes”) as further described in these Official Rules. The Sweepstakes is sponsored by Pepsi-Cola Company, located at 700 Anderson Hill Road, Purchase, NY 10577 (“Sponsor”) and administered by Administrator.

**2. HOW TO ENTER:** Limit one (1) entry per person. To enter the Sweepstakes, visit <https://www.lakers.com/PZSHalftimeShow> (“Website”) during the Sweepstakes Period and follow the online instructions to complete and submit the online entry form available on the Website (“Entry”). All entries must be received during the Sweepstakes Period. No other forms of entry are valid. Neither Administrator nor Sponsor is responsible for any inability by entrant to connect to the Internet and/or access the Website on their computer or mobile device. Administrator's designated computer shall be the official clock of the Sweepstakes. Neither Administrator nor Sponsor is responsible for lost, interrupted, or unavailable network server or other connections, miscommunications, failed telephone or computer hardware or software transmissions or technical failures, garbled, misrouted, scrambled or misdirected transmissions or other errors of any kind whether human, mechanical, or electronic.

If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard message and data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and other applicable charges. Entrants are solely responsible for any such wireless charges.

Entries submitted must comply with all other entry guidelines and requirements specified in these Official Rules. Sponsor and Administrator reserve the right, in their sole discretion, to disqualify any Entries that are not submitted in accordance with or that do not otherwise comply with these Official Rules. All Entries become the property of Administrator.

**3. ELIGIBILITY:** The Sweepstakes is open to persons who are 18 years of age or older at the time of entry and who are legal residents of the state of California, excluding those areas that are within a 75-mile radius of the city of Sacramento and a 75-mile radius of the city of San Francisco. For the purposes hereof, Sponsor, Administrator, the National Basketball Association (“NBA”) and its member teams, and NBA Properties, Inc. shall be referred to collectively from time to time as the “Sweepstakes Entities.” Employees of the Sweepstakes Entities, and each of their subsidiaries, affiliates and promotion and advertising agencies, and each of their respective directors, officers, shareholders, members, owners, managers, governors, employees, representatives, agents, successors, assigns, and their immediate family members and persons living in the same household with the foregoing individuals, are ineligible. By participating in or entering this Sweepstakes, or accepting any prize, each entrant unconditionally agrees to be bound by and accept these Official Rules. The Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited or restricted by law.

#### **4. RANDOM DRAWING:**

Promptly following the end of the Sweepstakes Period, five (5) potential prize winners of the Grand Prize (as defined herein) will be selected by random drawing from among all eligible Entries received for the Sweepstakes, and fifteen (15) potential prize winners of the Second Prize (as defined herein) will be selected by random drawing from among all eligible Entries received for the Sweepstakes. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winners of the Sweepstakes (each a “Winner” and collectively the

“Winners”). The decisions of Administrator are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible Entries received for this Sweepstakes. Limit one (1) prize per person, family or household.

Administrator, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the Website or otherwise in violation of these Official Rules. Use of bots or other automated processes to enter is not allowed and may result in disqualification at Administrator’s sole discretion.

## **5. PRIZES AND APPROXIMATE RETAIL VALUE:**

- A. **Grand Prize:** Subject to compliance with all of the terms and conditions of these Official Rules, five (5) Winners will each be eligible to receive one (1) “Grand Prize” consisting of: (i) two (2) tickets to attend the Los Angeles Lakers’ NBA regular season game against the Los Angeles Clippers on October 20, 2022 at Crypto.com Arena in Los Angeles, California (the “Game”), and (ii) two (2) passes to attend the pre-game sound check and a meet-and-greet with the halftime performer prior to the start of the Game (subject to availability and performer restrictions). Approximate Retail Value (“ARV”) of each Grand Prize is \$1,702.00. ARV of Game tickets subject to fluctuation based on the actual seat locations determined by Administrator and current market value at the time prize is awarded.
- B. **Second Prize:** Subject to compliance with all of the terms and conditions of these Official Rules, fifteen (15) Winners will each be eligible to receive one (1) “Second Prize” consisting of two (2) tickets to attend the Game. ARV of each Second Prize is \$310.00. ARV of Game tickets subject to fluctuation based on the actual seat locations determined by Administrator and current market value at the time prize is awarded.

Total ARV of all Sweepstakes prizes: \$2,012.00.

**6. PRIZE RESTRICTIONS:** Prizes are non-transferable, and must be accepted as awarded, with no substitutions of any kind, whether in cash or otherwise, except at Administrator’s sole and absolute discretion. Administrator reserves the right to substitute any prize, or any portion thereof, with a prize, or such portion, of equal or greater value, as determined by Administrator in its sole discretion, if a prize or any portion thereof cannot be awarded as described herein for any reason. Any costs or expenses not specified herein related to the acceptance and use of any prize are the sole responsibility of the prize winner including, but not limited to, costs or expenses for transportation for Winner and Winner’s guest to and from the Game, and parking, food, or beverages for Winner and Winner’s guest at the Game. Without limiting the foregoing, Winner is responsible for all federal, state, and local taxes, if any, applicable to or imposed as a result of accepting a prize. When required, Winner will receive an IRS Form 1099 for the retail value of a prize. If any potential winner is unable or unwilling to pay for such taxes, the potential winner must forfeit the prize in its entirety and an alternate Winner may, in the sole discretion of Administrator, be selected in a manner determined by Administrator, in its sole discretion. The actual seat locations of the Game tickets shall be determined by Administrator in its sole discretion. No alternate dates are available for the Game tickets. No responsibility is assumed by Sponsor or Administrator for any cancellation, delay, suspension or postponement of the Game or any activities related to any prize. Any guest of a Winner who is a minor (under the age of 18) must be accompanied by their parent or legal guardian at all times. Game tickets, passes and admission to Crypto.com Arena (“Arena”) are subject to all security, fan conduct, safety and health requirements and policies put in place by Administrator, the NBA, and Arena, including requirements relating to vaccinations, face masks and enhanced health screenings (which may include a requirement that Winner and Winner’s guest be tested for COVID-19 prior to or during the Game or provide proof of vaccination against COVID-19 prior to attending the Game) as they may be updated from time to time. Each Winner and Winner’s guest must also comply with all applicable Game ticket terms and conditions and all applicable laws, policies, orders, protocols, and guidelines issued by federal, state, and local authorities respecting COVID-19 and other communicable diseases, and attendance at the Game is conditioned on such compliance.

**7. PRIZE NOTIFICATION:** Within two (2) business days following the selection of the potential winners as described in Section 4 above, the potential winners will be notified by Administrator by email. If a “potential winner” (meaning an entrant selected as a Winner who has not yet submitted a Verification Form) cannot be reached within twenty four (24) hours of the initial notification attempt, he or she may be disqualified and the prize awarded to an alternate Winner at the

sole discretion of Administrator. The potential winners will receive a prize verification form to confirm that he or she meets the terms of eligibility, and a Release and License Agreement (collectively the "Verification Form") which must be completed, signed and returned to Administrator within twenty four (24) hours from the time at which the Verification Form was sent to the potential winner. If for any reason determined by Administrator, in its sole discretion, a potential winner does not meet the terms of eligibility or does not return the completed and signed Verification Form in the time required by Administrator, the prize will be forfeited in its entirety and an alternate Winner may, in the sole discretion of the Administrator, be selected in a manner determined by the Administrator, in its sole discretion. Once a Winner is confirmed, notified and verified, arrangements will be made for the Winner to receive the prize. Each Winner's guest must also complete, sign and return to Administrator a Release and License Agreement prior to Administrator delivering the prize to the Winner. Return of or refusal to accept a prize by a Winner will result in disqualification and an alternate Winner may, in the sole discretion of Administrator, be selected.

**8. ACCEPTANCE OF THESE RULES / ADDITIONAL TERMS:** Except where prohibited, by entering the Sweepstakes, entrants accept and agree to these rules and agree to abide by all decisions of Administrator, including, but not limited to, regarding eligibility, selection of Winners, determination of any prizes or any alternate prizes, and any other elements of the Sweepstakes, which shall be made by Administrator in its sole and absolute discretion, and which shall be final and binding. By submitting an Entry or accepting any prize, Winner hereby irrevocably gives and licenses to the Sweepstakes Entities full permission and authority to use, publish and display the Winner's name, voice, image, and photograph or other likeness for advertising or other related purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation. No cash substitutions for any prize will be permitted and all prizes are non-refundable and non-transferable except at the sole discretion of Administrator. The delay or failure of Administrator to enforce any particular provision of these Official Rules shall not constitute a waiver of that or any other provision.

**9. GENERAL CONDITIONS:** Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Administrator in its sole discretion. In such event, Administrator, in its sole discretion, may elect to choose a Winner from among all eligible Entries received up to the date of discontinuance for the prize, in a manner chosen by Administrator, in its sole discretion. Administrators reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or intercept or interfere with the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person and pursue any and all remedies available to the fullest extent permitted by law.

**10. LIMITATIONS OF LIABILITY:** The Released Parties (as defined below) are not responsible for, and by entering the Sweepstakes each entrant agrees to release and hold harmless each of the Sweepstakes Entities, and their respective affiliates, subsidiaries, and promotion and advertising agencies, and all of their respective officers, directors, employees, representatives and agents and all others associated with the development and execution of this Sweepstakes (collectively the "Released Parties") and Instagram, Inc., Facebook, Inc., and Twitter, Inc., of and from any and all liability, loss, cost, damage or expense resulting or arising from or in connection with: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged, or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, receipt or use or misuse of any prize, or for claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery and shall be indemnified by the prize winner against any claims, injuries, losses, or damages of any kind resulting from acceptance, use, misuse, possession, or loss of any prize. The Released Parties are not responsible for injury or damage to participants' or to any other person's mobile device or computer related to or resulting from participating in this Sweepstakes or downloading or printing materials of any kind from this Sweepstakes, or use of the Website, or any

app, platform or website. Should any portion of the Sweepstakes, in Administrator's sole and absolute judgment, be compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole and absolute judgment of Administrator, corrupt or impair the administration, security, fairness or proper conduct, or proper play of the Sweepstakes, Administrator reserves the right, in its sole discretion, to suspend, modify or terminate the Sweepstakes, and/or continue it in a manner deemed fair and appropriate by Administrator, and award prizes, if possible as determined by Administrator, in its sole and absolute judgment, from participation materials received prior to the action taken and/or after its correction. None of the Released Parties are liable in the event that any portion of the Sweepstakes or any prize is canceled or delayed due to weather, natural disasters, fire, strike, acts of war or terrorism, riots, civil unrest, order of governmental authority, pandemic or epidemic, supply shortages, or any other condition beyond its control. Administrator reserves the right, in its sole and absolute judgment, to disqualify any individual that acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If for any reason an entrant's Entry is erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes, as set forth in these Official Rules, to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Each entrant further understands and agrees that the releases contained herein extend to all claims of every nature and any kind whatsoever, known or unknown, suspected or unsuspected, and to all rights under California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each entrant hereby expressly waives the foregoing provisions of Section 1542 of the California Civil Code or any analogous federal or state law, and any and all rights which entrant may have to invoke or obtain the benefits of said provisions, either now or in the future, with respect to any and all matters covered herein. Each entrant agrees to the foregoing waiver knowingly and voluntarily, with full knowledge of its significance, and with the express intention of affecting the legal consequences provided by waiver of Section 1542 of the California Civil Code.

**11. DISPUTES:** In case of any dispute, the authorized account holder of the email address (as solely determined by Administrator) used to participate in the Sweepstakes at the actual time of registration and participation will be deemed to be the participant, and must comply with these Official Rules. The authorized account holder is deemed as the natural person assigned to an e-mail address by an Internet access provider, service provider or other organization responsible for assigning email addresses or the domain associated with the submitted email address. If a dispute cannot be resolved to Administrator's satisfaction, the participant will be deemed ineligible. Except where prohibited, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the Superior Court of the State of California, located in the County of Los Angeles; (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 Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will an entrant be permitted to obtain awards for, and each entrant 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 each entrant waives and relinquishes any and all rights to have damages multiplied or otherwise increased. WITHOUT LIMITING THE FOREGOING, ALL SWEEPSTAKES MATERIALS, WEBSITE, 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 Official Rules, or the rights and obligations of the

entrant, Sponsor and Administrator in connection with the Sweepstakes, 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. ODDS OF WINNING:** Odds of winning depend upon the number of eligible Entries received from all participants during the Sweepstakes Period.

**13. PRIVACY POLICY:** All entrant information submitted via the Website and shared with, or otherwise made available to, Administrator or Sponsor in connection with the Sweepstakes, will be subject to, and treated in a manner consistent with, Administrator's Privacy Policy accessible at <https://www.nba.com/privacy-policy> and Sponsor's privacy policy accessible at <http://policy.pepsi.com/privacy.htm>. If you are a verified as a Winner, your name, city and state may be included in a publicly-available winner's list.

**14. LIST OF WINNERS:** For a copy of these Official Rules, mail a self-addressed, stamped envelope to: The Los Angeles Lakers, Inc., Los Angeles Lakers Opening Night Sweepstakes Presented by Pepsi, 2275 E. Mariposa Avenue, El Segundo, CA 90245. For the names of the prize winners, mail a self-addressed, stamped envelope to: The Los Angeles Lakers, Inc., Los Angeles Lakers Opening Night Sweepstakes Presented by Pepsi Official Winners, at the same address. Requests must be postmarked by no later than December 31, 2022.

This Sweepstakes and these Official Rules may not be published elsewhere without prior written permission from Administrator.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, or Twitter. By entering, entrants confirm they release each of Instagram, Facebook, and Twitter of responsibility.