

## 2023 – 2024 LAKERS ARCADE WEEKLY CONTEST PROMOTION

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY. THIS PROMOTION MAY NOT BE USED TO CONDUCT, ADVERTISE OR PROMOTE ANY FORM OF GAMBLING. STANDARD MESSAGING/DATA RATES, TERMS AND CONDITIONS MAY APPLY. DO NOT ENTER UNLESS YOU ARE ELIGIBLE (SEE FULL ELIGIBILITY DETAILS BELOW). BY ENTERING THIS PROMOTION, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR AND OPERATOR, WHICH SHALL BE FINAL IN ALL RESPECTS.**

The “2023 – 2024 Lakers Arcade Weekly Contest Promotion” (the “Promotion”) is sponsored by The Los Angeles Lakers, Inc. (“Lakers” or “Sponsor”).

The Promotion is administered and operated by Tally Technology Group, Inc. (“Operator” or “Tally”). Operator’s computer system will be the official timekeeper for the Promotion; all times stated in the Promotion will be Pacific Time (“PT”). If you have questions regarding the administration or operation of the Promotion, please send an email to [support@playtally.com](mailto:support@playtally.com).

You are providing your information to Sponsor and Operator and the information you provide will only be used in accordance with the respective privacy policies of Sponsor and Operator, which may be found at:

<https://www.nba.com/privacy-policy> and <https://www.playtally.com/policies/privacy>

#### **Eligibility**

Subject to these Official Rules, the Promotion is only open to individual persons who: (i) are eighteen (18) years of age or older at the time of entry; (ii) are a permanent legal resident 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, as of the date of entry; and (iii) have not previously won three (3) prizes in the Promotion (“Entrant,” “you,” or “your”). Individual persons not meeting the eligibility criteria set forth in the immediately preceding sentence will not be eligible to participate in the Promotion or win any prize in the Promotion. Registration is free and no purchase is necessary to participate at any time in the Promotion. Employees, directors, officers, members, agents, and contractors of Sponsor, the National Basketball Association (“NBA”) and its member teams, NBA Properties, Inc., Tally, and Spectrum SportsNet, LLC (“Spectrum”), and each of their respective parent companies, affiliates, subsidiaries, franchisees, representatives, consultants, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters, prize providers, and any other entity involved in the development or administration of the Promotion (collectively the “Promotion Parties”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and household members (whether or not related) are not eligible to win any prize in the Promotion. By entering the Promotion, you accept and agree to be bound by all of the terms and conditions of these Official Rules and all decisions of Operator and Sponsor, as applicable, which are final. The Promotion is void where prohibited or restricted by law.

Any person with inside information around the outcome of events referenced in a Contest (as defined herein) are not eligible to win a prize in the Promotion. All NBA players, owners, coaches, officials,

athletic trainers, game-day arena personnel, and all other NBA and team staff are not eligible to participate and/or win a prize in the Promotion.

Sponsor and/or Operator reserves the right to verify an Entrant's eligibility before, during, and/or after any Weekly Contest which occurs during the Promotion or at any other time before, during and/or after the Promotion.

### **Promotion Period and Weekly Contest Periods**

The Promotion will begin on October 30, 2023 at 12:00 p.m. Pacific Time ("PT") and will end at 11:59 p.m. PT on the Sunday following the completion of the final Los Angeles Lakers NBA game played during 2023-2024 NBA season, including any post-season games, if any (the "Promotion Period").

During the Promotion Period, each week starting at 12:00 p.m. PT on Monday and ending at 11:59 p.m. PT on Sunday of the same week will constitute a new "Weekly Contest" (each a "Weekly Contest Period" and collectively the "Weekly Contest Periods").

### **How To Participate/Enter**

There is no purchase necessary or fee to register for or participate in the Promotion. Limit one (1) entry per person per Weekly Contest Period. Additional entries beyond the specified limit will be void. During the Promotion Period, Entrants may access the Promotion website by entering the URL <https://lakers.predictionsgame.com/> (the "Website") in a web browser on a mobile phone, tablet or desktop. During each Weekly Contest Period, eligible Entrants will have an opportunity to participate in each of the following contests available on the Website (each a "Contest" and collectively the "Contests"): (i) one (1) or more Lakers Trivia Contests, (ii) one (1) or more Lakers Pick 'Em Contests, unless no Los Angeles Lakers NBA games are played during the applicable Weekly Contest Period, and/or (iii) one (1) or more Lakers Bingo Contests, unless no Los Angeles Lakers NBA games are played during the applicable Weekly Contest Period. Once an Entrant has selected an active Contest on the Website, Entrant will be prompted to register for the Promotion by providing the required contact information, entering the verification code sent to Entrant by Operator via SMS text message, and creating a display name (each an "Entry" and collectively the "Entries").

STANDARD MESSAGE RATES AND DATA CHARGES APPLY. Please consult the terms and conditions of your individual service plan prior to participating via a mobile device. Check with your carrier for pricing details. Wireless service is not available in all areas.

Entries during the Promotion Period that are generated by script, macro or other automated means or utilizing any other method or means which, in Operator's sole discretion, impacts the integrity of the Promotion or is in violation of these Official Rules will be void. Operator reserves the right to disqualify any Promotion participant from the Promotion at any time if Operator determines that the participant has entered the Promotion using automated means. By accessing the Website or entering the Promotion, you acknowledge and agree to the NBA.com Terms of Use located at <https://www.nba.com/termsfuse> and acknowledge that you have read and understand the respective privacy policies of Sponsor and Operator, located at <https://www.nba.com/privacy-policy> and <https://www.playtally.com/policies/privacy>.

### **How to Play; Prizing**

For each Weekly Contest Period, participants may participate in one or more of the Contests, as further described below, which together comprise the Weekly Contest. Additional rules and game play instructions will be made available on the Website.

- (i) Lakers Trivia Contests: Each Entrant submits an answer, as directed, to up to ten (10) skill-based

questions that will be available on the Website during the Weekly Trivia Entry Period as defined herein (each a “Trivia Contest” and collectively the “Trivia Contests”). Point values count down on a timer from a maximum of 1,000 points for each question. Entrant earns more points for providing a correct answer more quickly. Zero points will be awarded for incorrect answers. During each Weekly Contest Period, one (1) weekly Trivia Contest will be available commencing at 12:00 p.m. PT on Monday of the applicable Weekly Contest Period and ending at 11:50 p.m. PT of the applicable Weekly Contest Period (each a “Weekly Trivia Entry Period”). Sponsor and Operator may make available one (1) or more additional Trivia Contests during each Weekly Contest Period at the sole discretion of Sponsor and Operator. The applicable start and end dates and times for entry into any such additional Trivia Contests will be announced by Sponsor and/or Operator on the Website prior to the start of the applicable Trivia Contest. All Trivia Contest answers must be accepted and acknowledged by Operator’s computer servers by the applicable deadline (as determined by Operator in its sole discretion) to be considered valid, timely, and eligible.

- (ii) Lakers Pick ‘Em Contests: Each Los Angeles Lakers NBA game played during the applicable Weekly Contest Period will have a separate Lakers Pick ‘Em Contest entry period (each a “Pick ‘Em Entry Period” and collectively the “Pick ‘Em Entry Periods”) with each Pick ‘Em Entry Period being held on the date of the scheduled Los Angeles Lakers NBA game, beginning approximately seven (7) hours prior to the official scheduled start time of such Los Angeles Lakers NBA game and ending at the conclusion of such Los Angeles Lakers NBA game, unless otherwise determined and announced by Operator or Sponsor, at their sole discretion. The exact number of Pick ‘Em Entry Periods during each Weekly Contest Period will depend on the number of Los Angeles Lakers NBA games that are actually played during the applicable Weekly Contest Period.

For each Pick ‘Em Entry Period, Entrants submit an answer, as directed, to up to twenty (20) skill-based questions that will be available on the Website beginning at the start of the applicable Pick ‘Em Entry Period and thereafter during the applicable Pick ‘Em Entry Period. Individual predictions will lock at designated times (as indicated on the Website) and no changes to a prediction may be made after it is locked. Once a question is answered and submitted by Entrant, such answer can only be changed prior to the designated lock time. All answers must be accepted and acknowledged by Operator’s computer servers by the applicable deadline (as determined by Operator) to be considered valid, timely, and eligible.

- a. Prediction Questions: Entrant will be awarded points for any correct predictions. The total number of points that can be earned for a prediction will be shown on the Website before the questions lock. The number of points earned for each prediction question will be calculated using an algorithm determined by Operator in its sole discretion that awards points in a manner that is inversely proportional to the percent of Entrants who also correctly predicted the event (e.g., more points awarded for a correct prediction that a smaller percentage of Entrants predicted correctly; fewer points awarded for a correct prediction that a greater percentage of Entrants predicted correctly). No points will be awarded for incorrect predictions.
- b. Keyword Questions: Entrant will earn 5,000 points for correctly answering with the keyword announced by Lakers’ regional sports network broadcaster, Spectrum SportsNet, during the live Los Angeles Lakers NBA game television broadcast on the Spectrum SportsNet television network that corresponds to the applicable Pick ‘Em Entry Period. Zero points will be awarded for incorrect answers.
- c. From time to time, Operator may void (cancel) a question that it determines in its sole discretion was either a) incorrectly stated or answered or b) is not applicable based on the

game play such as when a referenced NBA player is removed from the lineup before the Los Angeles Lakers NBA game begins. In this situation, the voided question will not count as an active question in determining Entrants' points earned or eligibility for any prize in the Promotion.

- (iii) Lakers Bingo Contests: Each Los Angeles Lakers NBA game played during the applicable Weekly Contest Period will have a separate Lakers Bingo Contest entry period (each a "Bingo Entry Period" and collectively the "Bingo Entry Periods") with each Bingo Entry Period being held on the date of the scheduled Los Angeles Lakers NBA game, beginning approximately seven (7) hours prior to the official scheduled start time of such Los Angeles Lakers NBA game and ending at the conclusion of such Los Angeles Lakers NBA game, unless otherwise determined and announced by Operator or Sponsor, at their sole discretion. The exact number of Bingo Entry Periods during each Weekly Contest Period will depend on the number of Los Angeles Lakers NBA games that are actually played during the applicable Weekly Contest Period.

For each Bingo Entry Period, Entrants will receive one (1) virtual bingo card that will be available on the Website beginning at the start of the Bingo Entry Period until tip-off of the applicable Los Angeles Lakers NBA game. Entrant's virtual bingo card will be populated with random game events (e.g., player dunk, Lakers get 20 rebounds in a half, etc.) (each a "Game Event" or collectively the "Game Events"), which will be automatically "checked off" on Entrant's virtual bingo card as they occur during the applicable Los Angeles Lakers NBA game. Game Events will be tracked and recorded by Operator. Entrant will automatically earn 500 points upon receiving a virtual bingo card for the applicable Los Angeles Lakers NBA game. Entrant will earn 1,000 points for each completed row of Game Events on Entrant's virtual bingo card, either horizontal, vertical or diagonal (each a "Bingo"). Each Entrant may earn points for a maximum of five (5) Bingos for each Bingo Entry Period. If any square within Entrant's virtual bingo card includes a Game Event the fulfillment of which is conditioned on a particular NBA player's performance or participation in the applicable Los Angeles Lakers NBA game, and such NBA player is inactive for such Los Angeles Lakers NBA game (as determined by Lakers in its sole discretion), then each such square within Entrant's virtual bingo card will be considered to be "checked off" and will count towards the completion of a row for the purpose of earning a Bingo.

Sponsor and Operator reserve the right to modify how points can be earned for any Contest at any time during the Promotion Period, and any such modifications will be announced on the Website prior to any applicable Contest entry period. Any such modifications will not materially change the overall manner in which the applicable Contest is operated. Whether any answer for the Lakers Pick 'Em Contests or Lakers Trivia Contests is right or wrong will be determined by Sponsor and/or Operator in their sole discretion.

All Entries must comply with these Official Rules.

### **Weekly Contest Prizes**

For each Weekly Contest, the three (3) Entrants who receive the top three (3) highest number of cumulative points across all of the Contests during the applicable Weekly Contest Period will receive the respective prize (1st Place winner will be the Entrant who has the most cumulative points during the applicable Weekly Contest Period, 2nd Place winner will be the Entrant who has the second most cumulative points during the applicable Weekly Contest Period, and 3rd Place winner will be the Entrant who has the third most cumulative Contest points during the applicable Weekly Contest Period), subject to verification by Sponsor or Operator. In the case of a tie, Sponsor reserves the right to execute a random

drawing among all the tied Entrants and award the Entrant drawn with the respective prize and, if any prizes remain, the remaining Entrant shall receive the prize associated with following place (e.g. Entrant 1 and Entrant 2 are tied for the 2nd place prize, Entrant 1 is selected from the random drawing, Entrant 1 will be awarded the 2nd place prize and Entrant 2 will be awarded the 3rd place prize). If there are more than two (2) Entrants tied in a Weekly Contest for a single prize, the random drawing process will continue with the remaining Entrants until all three (3) prizes for such Weekly Contest have been allocated. Total Weekly Contest Prize Limit: The maximum number of total prizes that may be received per person for all Weekly Contests during the Promotion Period is three (3) prizes.

The prizes for each Weekly Contest will consist of Los Angeles Lakers merchandise, memorabilia or other promotional items, Los Angeles Lakers game tickets, Lakersstore.com gift cards, and/or prizing provided by a sponsor of the Los Angeles Lakers, each as determined by Sponsor in its sole discretion, and will be announced (together with the respective approximate retail value of each prize) prior to the start of the applicable Weekly Contest Period on Sponsor's website located at <https://www.nba.com/lakers/promotions/lakers-arcade-landing-page> ("Sponsor URL") and/or within the Website.

### **Prize Restrictions**

No responsibility is assumed by Sponsor or Operator for any cancellation, delay, suspension or postponement of any Los Angeles Lakers NBA game or other prize activity. For any Los Angeles Lakers NBA game tickets awarded as a prize, the actual seat locations of the game tickets shall be determined by Sponsor in its sole discretion, and no alternate dates will be available for such game tickets. 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. Los Angeles Lakers NBA game tickets and admission to the Crypto.com Arena in Los Angeles, California (the "Arena") are subject to all security, fan conduct, safety and health requirements and policies put in place by Sponsor and its affiliates and subsidiaries, the NBA and its affiliates and subsidiaries, and the Arena, as they may be updated from time to time. Any winner of Los Angeles Lakers tickets and any guest of any such winner must also comply with all applicable Los Angeles Lakers ticket terms and conditions and all applicable laws, rules, regulations, ordinances, policies, orders, protocols, and guidelines issued by federal, state, and local authorities respecting COVID-19 and other communicable diseases, and attendance at Los Angeles Lakers NBA games is conditioned on such compliance.

Prizes have no cash value. No substitution, cash equivalent or transfer of any prize is permitted except at Sponsor's sole discretion to offer an option for a non-cash prize of comparable or greater value. Each winner is solely responsible for any and all other costs and/or expenses relating to or incurred in conjunction with the Promotion and/or with acceptance and/or use of any prize, including, without limitation, costs for transportation, parking, food or beverages. Each winner agrees that any prize or any portion thereof awarded is personal to such winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. For any prizes which contain autographed merchandise, the stated approximate retail value ("ARV") reflects unautographed merchandise. The ARV of hand-signed merchandise is subject to fluctuation based on the featured NBA player(s) or staff member(s) and current market value at the time such prize is awarded.

**Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR**

**PURPOSE AND/OR NON-INFRINGEMENT. Prizes are non-transferrable. No cash redemption or prize substitution is allowed by any winner. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable. All prize details are at Sponsor's sole discretion.**

**Winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, Publicity Release and other documents as requested by Sponsor prior to acceptance of a prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate potential winner from among all remaining eligible Entries.**

Odds of winning depend on the Entrant's skill at answering the questions presented during the applicable Weekly Contest where applicable, and the number of eligible Entries received in the applicable Weekly Contest during the applicable Weekly Contest Period. Each Entrant may establish, maintain, use and control only one account in the Promotion and may participate in any Weekly Contest which occurs after establishing such account, subject to the eligibility criteria set forth herein. In the event Sponsor or Operator determines that Entrant has opened, maintained, used or controlled more than one account, in addition to any other rights that Sponsor or Operator may have, Sponsor and/or Operator reserves the right to suspend or terminate any or all of such Entrant's accounts and terminate, withhold or revoke any prize such Entrant may have been entitled to or awarded prior to discovering the multiple accounts.

Sponsor will only issue a prize and any accompanying tax forms to the individual identified in the information provided for the account that had a winning Entry. Sponsor or Operator will use the account information to contact and verify a winner. Out of date or incorrect information on an account at the time of entry in a Weekly Contest may disqualify Entrant from receiving a prize. Failure to provide valid, working contact information in connection with Entrant's account may result in forfeiture of a prize.

Decisions of Sponsor or Operator are final and binding with respect to all matters related to the Promotion. In no event shall Sponsor be obligated to award any prize other than the prize specified for the applicable Weekly Contest as provided in these Official Rules. Sponsor does not guarantee that any prize can be made available to a winner. Prizes are not assignable and not transferable, and no substitutions are permitted. In addition, if a prize is unable to be fulfilled to a winner due to any applicable law, rule or regulation, or if a winner cannot claim the applicable prize for any reason, Sponsor will select an alternate winner as described in the "Verification of Winner" section below. Each winner shall be responsible and liable for all federal, state and local taxes on the value of the prize awarded to such winner. Winners shall provide Sponsor or Operator with accurate information regarding their identity and place of residence.

### **Winner Selection and Notification**

**Notification of Winners:** Each Weekly Contest in the Promotion will be conducted under the supervision of the Operator. Each potential winner will be notified by email or telephone based on the information provided by such person at registration prior to entry in a Weekly Contest, as applicable. Each potential winner must coordinate acceptance and receipt of their respective prize within two (2) days after the date of notification by Sponsor or Operator. Each potential winner will be required to complete and return an Affidavit of Eligibility and a Liability and Publicity Release as provided by Sponsor or Operator, and as further described in the "Verification of Winner" section below. Each potential winner may also be required to furnish proof of identity, address, birthdate, and government issued identification containing a photo in order to receive a prize. If a potential winner does not respond to original notification by Sponsor or Operator within the timeframe specified by Sponsor or Operator at the time of notification, is

found to be ineligible, does not otherwise provide the information requested, or does not return the required documents, such acts will be considered as forfeiture of the applicable prize and Sponsor or Operator will select an alternate potential winner as described in the “Verification of Winner” section below. Only one (1) alternate winner will be selected for each prize available for the Weekly Contest, after which the respective prize may not be awarded.

**Verification of Winner:** If required by law, Sponsor will issue a Form 1099-MISC to a respective winner for reporting the taxable retail value of the applicable prize. Each potential winner should consult a qualified tax advisor about the tax implications of winning their respective prize. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules for any Weekly Contest, the respective prize will be awarded to the eligible Entrant with the highest score as provided above from among all eligible Entrants making purportedly valid claims to award the prize available.

### **General Conditions and Releases**

Unless prohibited by applicable law, your participation in the Promotion and/or acceptance of any prize constitutes your permission for the Promotion Parties and their respective designees and licensees (including, but not limited to Sponsor’s promotional and advertising agencies, sponsors and broadcasters) to use your name, submissions, biographical information, photograph, likeness, voice, address (city and state) and testimonials in any and all media, whether now known or hereafter devised, in perpetuity, in any manner they deem appropriate for publicity purposes without any compensation to you or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing a winner’s name on a winner’s list). Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, your acceptance of a prize constitutes your acknowledgement and agreement that you (i) are providing the Promotion Parties and their respective designees and licensees (and their respective agents, consultants and employees) with the right to photograph, record, tape, film and otherwise visually and audio visually record you, (ii) authorize the Promotion Parties and their respective designees and licensees (and their respective agents, consultants and employees) to use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner, in any medium or technology, whether now known or hereafter devised, throughout the universe in perpetuity, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and (iii) relinquish any right that you may have to examine or approve the completed product or products, advertising copy, printed matter or other materials that may be used in conjunction therewith or the use to which it may be applied.

Each Entrant and/or potential winner acknowledges and agrees that such Entrant and/or potential winner may be disqualified from the Promotion, or any aspect thereof, if such person fails to comply with any provision of these Official Rules or the NBA.com Terms of Use, as determined in the sole discretion of Sponsor or Operator. Sponsor and Operator may disqualify you from the Promotion, or any aspect thereof, refuse to award prizes and require the return of any prizes, or suspend, limit, or terminate your account if you engage in conduct deemed to be improper, unfair, fraudulent or otherwise adverse to the operation of the Promotion or in any way detrimental to other users, as determined by such entity in its sole discretion. Improper conduct includes, but is not limited to: falsifying personal information required to claim a prize; violating eligibility terms; violation of any of these Official Rules; violation of the NBA.com Terms of Use; using unauthorized methods for participation/entry; tampering with the administration of the Promotion; tampering or attempting to tamper with the Website or any computer programs associated with the Promotion; obtaining other entrants’ contact information by any means;

spamming any other entrant; or any other form of abuse or violation of these Official Rules. Each Entrant acknowledges and agrees that the forfeiture and/or return of any prize shall in no way prevent Sponsor or Operator from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with any such conduct.

Participation/entry in the Promotion is at a person's own risk and each entrant agrees to hold harmless and indemnify the Promotion Parties and each of their respective directors, officers, members, owners, shareholders, managers, governors, employees, representatives, agents, contractors, attorneys, successors and assigns (collectively the "Released Parties") for and from any (i) failed, returned or misdirected notifications based on inaccurate information provided by any person in connection with an Entry; (ii) entry and/or response to a potential winner notification which may be lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (iii) electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Promotion; (iv) technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to an entrant's or any other person's computer or mobile device related to or resulting from visiting or using the Website or any other website or application of any Promotion Parties, or otherwise in connection with the Promotion; or (v) any warranty with respect to any prize or any component thereof.

**By participating in or attempting to participate in the Promotion, entrants (and their parent(s)/legal guardian(s) if entrants are minors who are expressly prohibited from entering) release, indemnify and hold harmless the Released Parties from and against any and all claims, damages or liabilities with respect to, or in any way arising from or relating to such entrant's participation or attempt to participate in the Promotion, the ability or inability to upload or download any information in connection to the Promotion and/or the acceptance or use (included related travel if any) of any prize (if applicable), including without limitation liability for personal injury, damages, death, monetary loss, defamation or violation of privacy rights or rights of publicity. No responsibility or liability is assumed by Sponsor, Operator or any other Released Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Promotion: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic or Internet connectivity or other online or network communication problems; errors, omissions or limitations of any Internet providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed, incomplete, inaccurate, damaged, destroyed, misdirected or not received or intercepted transmissions; inaccessibility of any website in whole or in part for any reason; traffic congestion on the Internet or any website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized access, tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of any email or social media account used in connection with the Promotion; any errors, omissions, interruptions, deletions, defects, delays in operation failures or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, entries; causes beyond Sponsor's and/or Operator's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Promotion; any entries submitted in a manner that is not expressly allowed under these Official Rules (all such entries will be disqualified); or cheating or fraud by any entrant. The**



**Released Parties are not responsible for any typographical errors, any incorrect or inaccurate information, whether caused by entrants, site users, tampering, hacking or printing errors or by any of the equipment or programming associated with or utilized in the Promotion; in the announcement of any prize or these Official Rules, or any inaccurate or incorrect data contained on any mobile app or website. Use of any mobile app or website is at user's own risk. Sponsor, Operator and the Released Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer (hardware or software) and/or other device related to or resulting from participation in the Promotion or the acceptance or use of any prize awarded. The use of third-party software or websites or automated entry systems to participate is prohibited, and Sponsor and Operator reserve the right to disqualify entries made in such fashion.**

By entering, Entrants agree to comply with these Official Rules. Neither Sponsor nor Operator is liable in the event that any portion of the Promotion or any prize is canceled due to weather, natural disasters, fire, strike, lockout, work stoppage, acts of war or terrorism, riots, civil unrest, order of governmental authority, pandemic or epidemic, supply shortages, or any other condition beyond its control.

All entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All entrants acknowledge that Section 1542 provides that:

**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.**

The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

By accepting any prize, the recipient consents to the use of recipient's name, photograph, likeness, taped, filmed or otherwise recorded image, statements and biographical information for publicity or advertising purposes in all media worldwide, including but not limited to social media, without limitation and without further compensation or notice.

In the event that the Promotion is challenged by any legal or regulatory authority, Sponsor and Operator reserve the right to discontinue or modify the Promotion, or to disqualify Entrants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any Entrants who are disqualified due to such an action.

**NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THESE OFFICIAL RULES, THE PROMOTION OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS), (B) AMOUNTS IN EXCESS OF THE STATED ARV OF ANY PRIZE FOR THE PROMOTION, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR**

**(D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.**

By entering the Promotion, you agree to and hereby do release and hold harmless each of the Released Parties from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your participation in the Promotion, acceptance, possession and/or use of any prize in the Promotion, or from any misuse or malfunction of any prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter, and indemnify each of the Released Parties from any damages arising therefrom. Any person attempting to defraud or in any way tamper with the Promotion may be prosecuted to the full extent of the law. Sponsor and Operator reserve the right to modify these Official Rules in any way or at any time without notice. Sponsor and Operator reserve the right, in its sole discretion, to cancel or suspend the Promotion, or any aspect thereof, should viruses, bugs or other causes beyond its control corrupt the administration, security or proper operation of the Promotion, or any aspect thereof, or for any other reason. In the event of cancellation or suspension, Operator shall promptly post a notice on the Website to such effect. By entering the Promotion or accepting a prize, you agree to conform to all federal, state and local laws and regulations. The Promotion is strictly for entertainment purposes and may not be used in connection with any form of unlawful or legalized gambling.

If, for any reason, the Promotion, or any aspect thereof, cannot be executed as planned, including but not limited to any printing, administrative, human or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, social media mandate or any other causes beyond the control of Sponsor or Operator that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or any aspect thereof, or if the Promotion, or any aspect thereof, is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor and Operator reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Promotion, or any aspect thereof, without notice. If any Weekly Contest is terminated prior to the end date of the entry period therefor, the respective prizes will be awarded in a random drawing from among all eligible, non-suspect Entries received therefor prior to the time of termination.

Sponsor and Operator reserve the right at their sole discretion to disqualify any individual for: (a) tampering with the entry process or the operation of the Promotion; (b) acting in violation of these Official Rules or any laws; (c) attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, misappropriation, infringement, or any other unfair playing practices; (d) poor sportsmanship; or (e) acting in a way that is intended to annoy, abuse, threaten, or harass any other participants, Sponsor, Operator, or their respective representatives. **LEGAL WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION OR A SPONSOR OR OPERATOR WEBSITE OR SOCIAL MEDIA ACCOUNT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROMOTION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND OPERATOR RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.** All federal, state and local laws and regulations apply. Winners are solely responsible for any taxes on any prize, and will receive an IRS Form 1099 for the ARV of a prize, if applicable. Any valuation of a prize stated by Sponsor or Operator is based on available information provided to Sponsor or Operator, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Winners are solely responsible for reporting and paying any and all applicable taxes. Winners must provide Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS. No cash equivalent

or substitution of prizes is offered, except at the sole discretion of Sponsor. No transfer of prizes is permitted. Unclaimed prizes will not be awarded.

The Promotion shall be governed by California law, without regard to conflicts of law provisions. By participating in the Promotion, you agree that any dispute or litigation arising from or relating to the Promotion shall be determined by binding arbitration only in Los Angeles County, California, by and under the American Arbitration Association's rules for arbitration of consumer-related disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these Official Rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Official Rules otherwise remain in full force and effect and enforceable.

### **Disputes/Venue/Governing Law**

By participating, entrants agree that: (a) subject to the arbitration provision above, any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Los Angeles County, California; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering the Promotion, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of the Sponsor and/or Operator in connection with the Promotion, 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, that would cause the application of the laws of any jurisdiction other than California. Any waiver of any obligation hereunder by Sponsor or Operator does not constitute a general waiver of any obligation to Entrants.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Operator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

### **Severability**

**The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.**

### **Sponsor**

The Sponsor of this Promotion is The Los Angeles Lakers, Inc., a California corporation with its offices located at 2275 E Mariposa Ave., El Segundo, CA 90245.

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### **Operator and Administrator**

The operator and administrator of this Promotion is Tally Technology Group, Inc., 47073 Kasbah Drive, Palm Desert, CA 92260.

### **Questions/Winners List**

For questions regarding the Promotion or these Official Rules, or for a list of winners or a copy of these Official Rules, please send your request postage paid, including a self-addressed stamped envelope to: The Los Angeles Lakers, Inc., "2023 – 2024 Lakers Arcade Weekly Contest Promotion", 2275 E. Mariposa Ave., El Segundo, CA 90245. All requests must be received no later than August 31, 2024.