

2023 XBOX - LAKERS XBOX SERIES S CONSOLE SWEEPSTAKES

Official Sweepstakes Rules

Sweepstakes Period: 9:00 a.m. Pacific Time on 3/16/23 – 9:00 a.m. Pacific Time on 3/22/23

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 9:00 a.m. Pacific Time (“PT”) on March 16, 2023 and continuing through 9:00 a.m. PT on March 22, 2023 (the “Sweepstakes Period”), The Los Angeles Lakers, Inc. (“Administrator”) will conduct the “2023 XBOX – Lakers Xbox Series S Console Sweepstakes” (the “Sweepstakes”) as further described in these Official Rules. The Sweepstakes is sponsored by Microsoft Corporation, located at 1 Microsoft Way, Redmond, WA 98052 (“Sponsor”) and administered by Administrator.

2. HOW TO ENTER:

A. Three (3) Ways to Enter:

(i) **Enter on Instagram:** During the Sweepstakes Period, visit the official Instagram account of the Los Angeles Lakers (“Official Instagram Account”) at <https://www.instagram.com/lakers/> (“Instagram Site”) or @lakers in the Instagram application, look for Administrator’s post from the Official Instagram Account with the Sweepstakes mention, and follow the instructions provided by the Official Instagram Account in the manner set forth by the Official Instagram Account during the Sweepstakes Period to receive one (1) entry in the Sweepstakes (“Instagram Entry”). You must be a registered user of Instagram with a public account (i.e., not “protected”) and follow the Official Instagram Account in order to enter the Sweepstakes via Instagram. Instagram registration is free and can be obtained by logging on to www.instagram.com and following the online instructions to open an account. Entrants must agree to comply with the Instagram terms of use and privacy policy to create an account. All information submitted via Instagram must be submitted pursuant to and is subject to (a) the Content Requirements (as set forth in Section 5 below), and (b) [instagram.com's](https://help.instagram.com/) terms of use, privacy policy, and other applicable Instagram policies accessible at <https://help.instagram.com/>. Further, all information submitted via Instagram and shared with, or otherwise made available to, Administrator per your Instagram account settings, or online directly to Administrator in connection with the prize notification process, will be subject to, and treated in a manner consistent with, Administrator's Privacy Policy accessible at: <https://www.nba.com/privacy-policy>. If you are a potential prize winner, Administrator may disclose personal information that you submit to Administrator to Sponsor or any prize supplier for purposes of prize fulfillment.

(ii) **Enter on Facebook:** During the Sweepstakes Period, visit the official Facebook account of the Los Angeles Lakers (“Official Facebook Account”) at <https://www.facebook.com/losangeleslakers/> (“Facebook Site”) or @losangeleslakers in the Facebook application, look for Administrator’s post from the Official Facebook Account with the Sweepstakes mention, and follow the instructions provided by the Official Facebook Account in the manner set forth by the Official Facebook Account during the Sweepstakes Period to receive one (1) entry in the Sweepstakes (“Facebook Entry”). You must be a registered user of Facebook with a public account (i.e., not “protected”) and follow the Official Facebook Account in order to enter the Sweepstakes via Facebook. Facebook registration is free and can be obtained by logging on to www.facebook.com and following the online instructions to open an account. Entrants must agree to comply with the Facebook terms of use and privacy policy to create an account. All information submitted via Facebook must be submitted pursuant to and is subject to (a) the Content Requirements (as set forth in Section 5 below), and (b) [facebook.com's](https://www.facebook.com/terms) terms of use, privacy policy, and other applicable Facebook policies accessible at <https://www.facebook.com/terms>. Further, all information submitted via Facebook and shared with, or otherwise made available to, Administrator per your Facebook account settings, or online directly to Administrator in connection with the prize notification process, will be subject to, and treated in a manner consistent with, Administrator's Privacy Policy accessible at: <https://www.nba.com/privacy-policy>. If you are a potential prize winner, Administrator may disclose

personal information that you submit to Administrator to Sponsor or any prize supplier for purposes of prize fulfillment.

- (iii) **Enter on Twitter:** During the Sweepstakes Period, visit the official Twitter account of the Los Angeles Lakers (“Official Twitter Account”) at <https://www.twitter.com/lakers/> (“Twitter Site”) or @Lakers in the Twitter application, look for Administrator’s post from the Official Twitter Account with the Sweepstakes mention, and follow the instructions provided by the Official Twitter Account in the manner set forth by the Official Twitter Account during the Sweepstakes Period to receive one (1) entry in the Sweepstakes (“Twitter Entry”). You must be a registered user of Twitter with a public account (i.e., not “protected”) and follow the Official Twitter Account in order to enter the Sweepstakes via Twitter. Twitter registration is free and can be obtained by logging on to www.twitter.com and following the online instructions to open an account. Entrants must agree to comply with the Twitter terms of use and privacy policy to create an account. All information submitted via Twitter must be submitted pursuant to and is subject to (a) the Content Requirements (as set forth in Section 5 below), and (b) [twitter.com's](https://twitter.com/en/tos) terms of use, privacy policy, and other applicable Twitter policies accessible at <https://twitter.com/en/tos>. Further, all information submitted via Twitter and shared with, or otherwise made available to, Administrator per your Twitter account settings, or online directly to Administrator in connection with the prize notification process, will be subject to, and treated in a manner consistent with, Administrator's Privacy Policy accessible at: <https://www.nba.com/privacy-policy>. If you are a potential prize winner, Administrator may disclose personal information that you submit to Administrator to Sponsor or any prize supplier for purposes of prize fulfillment.

Each Instagram Entry, Facebook Entry, and Twitter Entry may be referred to herein individually as an “Entry” and collectively as “Entries”.

- B. Entries submitted must comply with all other entry guidelines and requirements specified in these Official Rules. Neither Administrator nor Sponsor is responsible for any inability by entrant to connect to the Internet and/or access Instagram Site or application, the Twitter Site or application, or the Facebook Site or application on their computer or mobile device. All Entries must be received during the Sweepstakes Period. The time of receipt of any valid Entry shall be the time such valid Entry becomes available to Administrator on instagram.com, facebook.com, or twitter.com, as applicable. Administrator's computer shall be the official clock of the Sweepstakes.
- C. Entrants may submit only one (1) Entry during the Sweepstakes Period. The one (1) person submitting the Entry under their Instagram account, Facebook account, or Twitter account, as applicable, will be considered the entrant and only the entrant is eligible to win a prize. No other person in the Entry is eligible to receive a prize. Neither Administrator, Sponsor, nor any of their representatives are liable for any disputes arising from or related to the Sweepstakes in this regard. Should any entrant attempt to enter using more than one (1) account on Instagram, Twitter, and/or Facebook, or submit more than one (1) Entry from the same Instagram account, Twitter account, or Facebook account, that entrant may be disqualified from participating in the Sweepstakes. Internet access and usage charges applicable to an entrant’s account and any applicable taxes, if any, will be the sole responsibility of the entrant. Neither Administrator nor Sponsor is responsible for lost, interrupted, or unavailable network server or other connections, miscommunications, failed telephone or computer or mobile device hardware or software transmissions or technical failures, garbled, misrouted, scrambled or misdirected transmissions or other errors of any kind whether human, mechanical, or electronic.

Administrator reserves the right, in its sole discretion, to disqualify any Entries that are not submitted in accordance with or that do not otherwise comply with these Official Rules. Administrator and Sponsor will have the right to use and refer to all Entries for the purposes of the operation, promotion and marketing of the Sweepstakes and the Winners (as hereinafter defined).

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.

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, Administrator, Sponsor, 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, two (2) potential prize winners 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, each potential winner will be declared an official winner of the Sweepstakes (individually 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.

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

5. ENTRY GUIDELINES AND PROHIBITED CONTENT: Entries must meet the following requirements (“Content Requirements”):

- Entry cannot defame, misrepresent or contain disparaging remarks about Administrator, Sponsor or any other Sweepstakes Entities, or their products or services, or other people, products, services, or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Administrator, Sponsor or the other Sweepstakes Entities wish to associate.

- Administrator, Sponsor and the other Sweepstakes Entities shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse, and adapt any or all portions of the Entry in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose, without any notice to the individual or requiring the individual’s approval.

- Entry cannot (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional, or age group, profane or pornographic, reference nudity or any materially dangerous activity; (b) promote the excessive or irresponsible consumption of alcohol, or promote illegal use of alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain an image of any minor; (e) contain or reference trademarks, logos, or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses, or street addresses; (f) contain copyrighted materials owned by others without permission; (g) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; or (h) depict, and cannot itself be in, violation of any law.

- Each entrant warrants and represents that the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity;

- Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks, or logos) must be able to provide legal releases for such use including Administrator’s and any Sweepstakes Entity’s use of such Entry, in a form satisfactory to Administrator, upon

request, prior to award of prize and/or naming of entrant as a winner. Administrator, in its sole discretion, reserves the right to approve or reject any such Entry.

- Any Entry that, in the sole opinion of Administrator, is not in accordance with the guidelines as stated herein, or on any of Administrator’s social media assets or websites, or is deemed to be inappropriate for publication is ineligible.
- Incomplete, illegible, deceptive or garbled Entries are not eligible.
- Any such entrant will indemnify and hold harmless Administrator, Sponsor and the other Sweepstakes Entities, and their respective affiliates, subsidiaries, and agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, “Released Parties”) from any claims to the contrary.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, that it will not place Administrator, Sponsor and the other Sweepstakes Entities under any obligation other than as stated in these Official Rules, that Administrator, Sponsor and the other Sweepstakes Entities are free to publish or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone, or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Administrator, Sponsor and the other Sweepstakes Entities do not waive any rights to use similar or related ideas previously known to them, or developed by their respective employees, or obtained from sources other than you.

By participating, you acknowledge that your Entry may be posted on any social media assets or websites of Administrator, Sponsor or other Sweepstakes Entities, in their sole discretion, and that such Entries are not edited by Administrator, Sponsor or other Sweepstakes Entities and are the views/opinions of the individual entrant and do not reflect the views of Administrator, Sponsor or other Sweepstakes Entities in any manner. By entering, you acknowledge that Administrator, Sponsor and the other Sweepstakes Entities have no obligation to use or post any Entry you submit.

6. PRIZES AND APPROXIMATE RETAIL VALUE: Subject to compliance with all of the provisions and conditions of these Official Rules, two (2) Winners will each be eligible to receive the following prize pack:

- one (1) custom Los Angeles Lakers-branded Xbox Series S console; and
- one (1) standard white Xbox Wireless Controller; and
- one (1) 1 Month code for Xbox Game Pass Ultimate (redeemable by new Xbox Game Pass subscribers only).

Approximate Retail Value (ARV) of each prize pack: US\$309.99.

7. PRIZE RESTRICTIONS: The prize is 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 and absolute discretion, if a prize or any portion thereof cannot be awarded as described herein for any reason. Gift cards are subject to any terms and conditions determined by the issuers thereof. Any costs or expenses not specified herein related to the acceptance and use of any prize are the sole responsibility of the Winner. Without limiting the foregoing, each Winner is responsible for all federal, state, and local taxes, if any, applicable to or imposed as a result of accepting the prize. When required, Winner will receive an IRS Form 1099 for the retail value of the prize. All prize details are at the sole discretion of Administrator and its prize suppliers.

8. PRIZE NOTIFICATION: Within forty-eight (48) hours following the selection of the potential winners as described in Section 4 above, each potential winner will be notified by Administrator by direct message on the social media platform (e.g., Instagram, Facebook, Twitter) on which the potential winner entered the Sweepstakes. If a “potential winner” (meaning an entrant selected as a Winner who has not yet submitted a Verification Form) cannot be reached within forty-eight (48) 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. Each potential winner 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 forty-eight (48) hours from the time at which the Verification

Form was sent to the potential winner or within such other time as may be required by Administrator in its sole discretion. 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 Administrator, be selected in a manner determined by Administrator, in its sole discretion. 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.

9. 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 the 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, each Winner hereby irrevocably gives and licenses to the Sweepstakes Entities full permission and authority to use, publish and display the Winner's name, voice, biographical information, 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.

10. 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 Winners 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. Administrator 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.

11. LIMITATIONS OF LIABILITY: The Sweepstakes Entities are not responsible for, and by entering the Sweepstakes each entrant agrees to release and hold harmless each of the Released Parties (including, but not limited to, the Sweepstakes Entities) 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 Sweepstakes Entities 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 Instagram Site or application, Facebook Site or application, Twitter Site or application, or any other 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 due to weather, natural disasters, fire, strike, work stoppages, 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. 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.

12. DISPUTES: In case of any dispute, the Authorized Account Holder of the Instagram account, Facebook account, or Twitter account, as applicable, (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 entrant, and must comply with these Official Rules. The "Authorized Account Holder" is defined as the natural person who is assigned to an Instagram account by instagram.com, a Facebook account by facebook.com, or a Twitter account by twitter.com, as applicable. 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; (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, WESBITES, 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 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.

13. ODDS OF WINNING: Odds of winning depend upon the number of eligible Entries received from all participants during the Sweepstakes Period.

14. LIST OF WINNERS: For a copy of these Official Rules, mail a self-addressed, stamped envelope to: The Los Angeles Lakers, Inc., "2023XBOX – Lakers Xbox Series S Console Sweepstakes," 2275 E. Mariposa Avenue, El Segundo, CA 90245. For the name of the prize winner, mail a self-addressed, stamped envelope to: The Los Angeles Lakers, Inc., "2023XBOX – Lakers Xbox Series S Console Sweepstakes," at the same address. Requests must be postmarked by no later than May 31, 2023.

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.