NBA 2K League Amateur Qualifying Event Official Rules

Contest may only be entered in or from the 50 United States & D.C. and Canada (excluding Quebec) and entries originating from (i) individuals not residing within the preceding jurisdictions or (ii) any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the State of New York, United States, subject to the enforcement of the mandatory provisions of any other applicable law.

1. How to Compete. To enter the "NBA 2K League Amateur Qualifying Event" ("Contest"), you must meet the eligibility requirements set forth in Section 2 below.

Contest Requirements: Prior to the start date of the Contest, you must (i) own or have access to **NBA® 2K24** ("Game"); (ii) have internet connection (while broadband internet access is not required, it is recommended) and (iii) own or have access to:

- o If playing on Xbox Series S/X ("XBOX"), a Gamertag and Xbox Gold Service; or
- o If playing on PlayStation 5 ("PS5"), PSN ID and PS Plus service.

You can only play under one (1) account/Gamertag/PSN ID throughout the duration of the Contest.

Entrants suspected of using multiple accounts/Gamertags/PSN IDs in violation of these Official Rules will be subject to disqualification. All aspects of this Contest are subject to these Official Rules.

As discussed in more detail below, at least one member of each team must stream each game throughout the Contest.

No automated entry devices and/or programs permitted. All entries (including game play and any content created in connection with game play) become the sole and exclusive property of the NBA 2K League, LLC ("Sponsor") and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

2. **Eligibility.** Participation open only to legal residents of the 50 United States & D.C. and Canada (excluding Quebec) (collectively, "Eligible Jurisdictions"), who are at least 18 years of age and have attained the age of majority in their state, country or province of residence (For clarity, the ages of majority for various jurisdictions are as follows: (i) Alabama – 19; (ii) Nebraska – 19; and (iii) Mississippi – 21). Void in Quebec, outside of an Eligible Jurisdiction and where prohibited or restricted by law. Proof of residency and age may be required. Entrants must enter the Contest from within an Eligible Jurisdiction. Entries originating from

jurisdictions outside of the Eligible Jurisdictions are void. Employees, officers and directors of NBA 2K League, LLC ("Sponsor"), the NBA 2K League teams, 2K Games, Inc., NBA Properties, Inc., the National Basketball Association, the Women's National Basketball Association, NBA Media Ventures LLC, NBA TV LLC, and the NBA & WNBA member teams, the National Basketball Players Association, the Women's National Basketball Players Association, the National Football League Players Association (as licensing agents for the Women's National Basketball Players Association), Microsoft Corporation, Sony Computer Entertainment America LLC, Twitch Interactive, Inc. (collectively, the "Contest Parties") and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Contest is subject to all applicable federal, provincial, state and local laws and regulations.

3. Tournament Rules. The NBA 2K League Amateur Qualifying Event will consist of one bracketed tournament, consisting of teams competing on XBOX and PS5. Each member of a team must complete their sign-up, satisfy all eligibility requirements and otherwise comply with these Official Rules in order for their team to be among those teams potentially eligible to participate in the tournament. All members of a team must complete their sign-up by the day before the tournament is set to begin games, at 11:59:59 PM ET, or such time to be determined by Sponsor in its sole and absolute discretion. Teams will not be permitted to replace team members at any point before or during Contest gameplay. If at any point a team competes with a team member other than the team members who signed up initially as members of the team, as determined by Sponsor in Sponsor's sole and absolute discretion, the team may be disqualified or otherwise penalized by Sponsor in its sole and absolute discretion. The number of teams in the tournament will be capped at the first two hundred and fifty-six (256) teams to enter unless the Sponsor determines otherwise in its absolute and sole discretion. The teams in the tournament will compete in a double-elimination competition in which a team is eliminated if it loses two (2) matchups against other teams (each, a "Matchup"). Each Matchup prior to the semifinal round of the tournament will be a best-of-three-games series (i.e., the first team to win two (2) games will win the Matchup). The semifinal and final Matchups will be best-offive-games series (i.e., the first team to win three (3) games will win the Matchup). All games will be played in the Pro-Am mode of the Game through the 3 vs. 3 court. The teams competing against each other in all Matchups in each round of the Contest will be determined by Sponsor in its sole and absolute discretion (e.g., to the extent the Sponsor publishes brackets at any point during the Contest, the Matchups in subsequent rounds of may not be what the published brackets would suggest). Subject to change by Sponsor in its sole and absolute discretion, all Matchups in the NBA 2K League Amateur Qualifying Event are currently scheduled to be played on March 23-24, 2024. Subject to change by Sponsor at its sole and absolute discretion, teams must show up to compete at 4PM ET each day. The tournament will be run to completion until there is only one (1) team remaining. Sponsor will determine if additional gamedays are needed, the dates of such gamedays, and any other Contest scheduling changes in its sole and absolute discretion. All initial Matchups will be determined by the Sponsor in its sole and absolute discretion and announced after registration closes for the tournament. Sponsor will determine in its sole and absolute discretion when each Matchup is to be played and the failure of a team or any of its members to participate at the scheduled time or otherwise comply with

instructions related to a particular Matchup, as determined by Sponsor in its sole and absolute discretion, may result in disqualification or other penalty as determined by Sponsor in its sole and absolute discretion. Individuals who have already qualified for the Additional Event (as defined and described below) will not be permitted to compete in the tournament.

4. Additional Gameplay Rules: Subject to change by the Sponsor in its sole and absolute discretion, all games in the NBA 2K League Amateur Qualifying Event are subject to the following rules: (a) no team lineup can consist of more than one (1) point guard; (b) point guards must be 6'5" or shorter; (c) no team lineup may include more than one (1) center; (d) teams are required to use at least one (1) power forward or center and such power forward or center must be 6'8" or taller; (e) Lockdowns (SF/SG) must be 6'7" or shorter; (f) entrants must use their own Gamertag/PSN ID and may not use shared, purchased or borrowed accounts (backup accounts may be allowed at the sole and absolute discretion of Sponsor); (g) Legend accounts are allowed to participate; (h) at least one (1) member from each team must stream each game on the player's personal YouTube and/or Twitch channel(s) that have been identified for the Sponsor and the link(s) for such stream must be communicated to the Sponsor and the opposing team in the manner to be communicated to the teams by the Sponsor in its sole and absolute discretion, and any team member who streams any game must do so with no music audible in the stream; (i) teams must check in with their opponents at least thirty (30) minutes before the start of each Matchup via the platform of their choice, and any team that has not been able to communicate with their opponent at least fifteen (15) minutes before the Matchup start time must message the game administrators identified by Sponsor via Discord; (i) if a Matchup does not start on time, the game administrators designated by the Sponsor will give at most a ten (10)-minute window to start the Matchup before assigning a forfeit to the team not present, it being understood that the Sponsor may determine to apply a different remedy in any such instance in its sole and absolute discretion; (k) the higher-seeded team in each Matchup (as determined by the Sponsor) will receive the ball to start the first game of each Matchup, and then the team starting with the ball will alternate games until the fifth game of any Matchup, and then in any fifth game the team that has scored the most total points in the Matchup so far will start with the ball; and (1) the same pattern as set forth in subsection (k) of this Section 4 for starting with the ball will apply with regard to which team hosts a game.

Subject to change by the Sponsor in its sole and absolute discretion, the following general protocol shall apply with regard to a team disconnecting or "lagging out", provided that the Sponsor shall ultimately have sole and absolute discretion to determine whether this protocol will be followed in each instance:

- (A) If a team disconnects or lags out one (1) time while it is losing during a particular game, the game will be restarted with a 0-0 score but the team that was losing will have to win the game by a number of points determined by the Sponsor in its sole and absolute discretion in order to win the game (i.e., if a team is losing by five (5) points when it disconnects, the Sponsor may determine that the team has to win the restarted game by five (5) or more points in order to win).
- (B) If a team disconnects or lags out multiple times while it is losing during a particular game, for each disconnect or lagout beyond the first, the protocol set forth in subsection (A) above may

be followed or the Sponsor may declare the other team the winner of the game, as decided by the Sponsor in each instance in its sole and absolute discretion.

- (C) If a team disconnects or lags out one (1) time while it is winning during a particular game, the game will be restarted with a 0-0 score and the team that was winning before it disconnected or lagged out will be given no advantage in the restarted game.
- (D) If a team disconnects or lags out multiple times while it is winning during a particular game, for each disconnect or lagout beyond the first, the protocol set forth in subsection (C) above may be followed or the Sponsor may declare the other team the winner of the game, as decided by the Sponsor in each instance in its sole and absolute discretion.
- (F) If both teams in a game disconnect or lag out at or about the same time, the Sponsor will determine an appropriate remedy in its sole and absolute discretion.

Notwithstanding the foregoing or anything else herein to the contrary, a team may be disqualified or otherwise penalized if Sponsor determines in its sole and absolute discretion that the team interrupted or did not complete a game by quitting, powering down, disconnecting from the internet, or excessive penalties.

5. Sponsor Communications: If at any point a team and/or one of its members fails to respond to a Contest-related communication from the Sponsor or Sponsor's designee in a timely manner, as determined by the Sponsor in its sole and absolute discretion, such team may be disqualified or otherwise penalized at the Sponsor's sole and absolute discretion. For clarity, all Contest schedules are subject to change even on a scheduled game day. It is each player's responsibility to frequently check https://2kleague.nba.com and any email addresses and other communication channels used by the Sponsor to be informed of any updates on the Contest schedules and other Contest issues.

6. Verifications: ALL POTENTIALLY WINNERS MUST BE VERIFIED BY SPONSOR TO ENSURE ELIGIBILITY PRIOR TO BEING DECLARED A WINNER AND/OR RECEIVING ANY PRIZE.

Sponsor reserves the right, in its sole and absolute discretion, to conduct background checks on players on teams. Entrants must provide authorization and/or complete any forms reasonably required to facilitate such background check. Failure to comply with this requirement and/or assist Sponsor to conduct such background check may result in disqualification of a team and/or one or more of its members and may result in selection of an alternate team (time and circumstances permitting). Sponsor also reserves the right, in its sole and absolute discretion, to disqualify a team and/or one or more of its members based on the results of such background check, if the Sponsor determines, in its sole and absolute discretion, that allowing a team or individual to participate in the Contest or awarding them a prize might reflect negatively on the Contest, Sponsor, and/or any of the Released Parties. Factors that may result in disqualification of a team or individual, include, without limitation, conviction of a felony or misdemeanor, or any other criminal or civil offense as determined in the sole and absolute discretion of the Sponsor or, if Sponsor determines, in its sole and absolute discretion, that allowing that team or

individual to participate in the Contest or awarding a prize to such individual may reflect unfavorably on the Contest, Sponsor, and/or any of the Released Parties.

7. Contest Play. Entrants must strictly adhere to all game play guidelines and these Official Rules or risk the possibility of disqualification.

Entrants must conduct themselves in a sportsmanlike manner, maintaining a friendly and polite demeanor to competitors and to other participants of the Contest. Entrants who engage in unsportsmanlike, disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means, in Sponsor's sole discretion, will be disqualified. Entrants who violate the Microsoft Services Agreement, the PlayStation Network Terms of Service and User Agreement, or any other terms of use for the platforms may be disqualified in Sponsor's sole discretion. Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the Official Rules or the Contest and the Sponsor's decisions concerning such disputes shall be final. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, Sponsor determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives.

Sponsor, in its sole discretion, reserves the right to change the score, outcome or status of a Contest game, including in the event of computer or technical issues. Additionally, Sponsor, in its sole discretion, reserves the right to disqualify or remove any entrant, other participant or team for any reason. Without limitation, this decision could be made based on the Sponsor's judgment that the individual or team reported the result incorrectly or tampered with the game software or hardware to manipulate the reported outcome or score.

- **8.** Contest Prizes. The following prizes will be awarded in connection with the Contest:
 - \$3,000 (US Dollars) will be awarded to the winning team

Subject to these Official Rules and satisfaction of all eligibility and other requirements determined by Sponsor in its sole and absolute discretion, the winning team will also be invited to compete in the NBA2KL STEAL Open (the "Additional Event"), a subsequent tournament run by Sponsor where teams would compete for additional prizes and the ability, subject to requirements determined by Sponsor in its sole and absolute discretion, to compete in additional NBA 2K League competition. The total prize pool for the Additional Event will have an Approximate Retail Value of \$5,000 (US Dollars) or more, excluding additional prizing that may be available in additional NBA 2K League competition beyond the Additional Event. Sponsor will determine the eligibility and other requirements, rules, other participants and other details of the Additional Event in its sole and absolute discretion. Among other requirements, to be able to participate in the Additional Event, individuals may be required to complete and sign documentation determined by Sponsor in its sole and absolute discretion, and may be required to travel to one or more location(s) determined by Sponsor in its sole and absolute discretion and incur some costs associated with such travel. By a date to be determined by Sponsor in its sole

and absolute discretion, individuals will also be responsible for satisfying, at their own expense unless otherwise determined by Sponsor in its sole and absolute discretion, any immigration requirements that must be satisfied for lawful and appropriate participation (as determined by Sponsor in its sole and absolute discretion) in the Additional Event, which is currently anticipated to take place, in part, in a location within the United States. If any player or team that would otherwise be eligible to compete in the Additional Event fails to satisfy any applicable requirement or is otherwise disqualified or unable to participate in the Additional Event, Sponsor may or may not replace such player or team (and, if a player, may or may not allow the remainder of the player's team to compete in the Additional Event) as Sponsor decides in its sole and absolute discretion.

All Contest prizes awarded to teams will be awarded in equal parts to all team members. All prizes set forth above in US Dollar amounts will be awarded in US Dollars and paid in a form (e.g., check, electronic transfer, etc.) determined by the Sponsor in its sole and absolute discretion. Team members who win any prizes set forth above are referred to herein each as a "Winner" or collectively as "Winners". The Winner will sign all the appropriate tax documentation and forms requested by law. Failure to provide the Sponsor with all the tax-related documentation, forms and/or signatures, will result in the disqualification of the Winner and forfeiture of the prize.

FOR ALL PRIZES: Approximate Retail Value of all Contest prizes for which teams are eligible: \$3,000 (US Dollars). All Winners will be required to complete and return documents, including an Affidavit/Declaration of Eligibility and Liability/Publicity release and rights transfer document, and, where applicable, appropriate tax forms to receive a prize. As a condition of awarding a prize, Winner will be required to execute the Affidavit/Declaration of Eligibility and Liability/Publicity and return via email and/or as otherwise instructed by Sponsor to Sponsor within the time frame designated by Sponsor. Failure to return such documents in the time frame required by Sponsor may result in forfeiture of the applicable prize. Winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Sponsor. The total Approximate Retail Value set forth above in this paragraph does not include additional potential prizes that may be won by Winners if they compete in the Additional Event.

If any prize or prize notification messages are returned as undeliverable, or a Winner does not respond in the time frame required by Sponsor, or refuses to execute the required documents, or rejects a prize (or any part thereof), or in the event of noncompliance with these Official Rules or Contest requirements, the prize will be forfeited and may or may not be awarded to the next runner-up, as determined by Sponsor in its sole and absolute discretion. In the event of prize forfeiture, no compensation will be given.

Prizes are not transferable. No substitutions or exchanges of any prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize.

Nothing in these Official Rules limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Official Rules would contravene any statute or cause any part of these Official

Rules to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, all Prizes and all parts thereof are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose), except where prohibited by law. ALL FEDERAL, STATE, AND LOCAL TAXES AND ANY APPLICABLE SOCIAL CONTRIBUTIONS ASSOCIATED WITH THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS AND WINNERS WILL BE REQUIRED TO REPORT AND PAY ANY APPLICABLE INCOME TAXES RELATED TO THE PRIZE.

- **9.** Collection of Information. Sponsor and its related entities and designees (including, without limitation, NBA Properties, Inc. and 2K Games, Inc.) will be collecting personal data about entrants online, in accordance with applicable privacy policies and any applicable laws. Please review the NBA's privacy policy at https://www.nba.com/news/privacy_policy.html and 2K Games' privacy policy at https://www.take2games.com/privacy/. The Contest is hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted the NBA privacy policy and the 2K Games, Inc. privacy policy.
- 10. General Release. BY PARTICIPATING IN THE CONTEST, AND SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, ALL ENTRANTS, AND WINNERS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAWS, RELEASE THE SPONSOR. THE CONTEST PARTIES, AND ANY OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES AFFILIATES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, SPONSORS, AND AGENTS, INCLUDING ADVERTISING AND PROMOTION AGENCIES ("RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, MORAL DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF ANY PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT (INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF MORAL RIGHTS), TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION, AND AGREE NOT TO MAKE ANY CLAIMS AGAINST THE RELEASED PARTIES IN RESPECT THEREOF, INCLUDING, WITHOUT LIMITATION (I) ANY CONDITION CAUSED BY EVENTS BEYOND SPONSOR'S CONTROL THAT MAY CAUSE THE CONTEST TO BE DISRUPTED OR CORRUPTED; (II) ANY INJURIES, LOSSES, ILLNESS, LITIGATION OR DAMAGES (COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE) OF ANY KIND CAUSED BY ENTRANT'S OWN NEGLIGENCE ARISING OR RESULTING. IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE AWARDING, DELIVERY, ACCEPTANCE, USE, MISUSE, POSSESSION, LOSS OR MISDIRECTION OF A PRIZE OR PARTICIPATION IN THIS CONTEST OR IN ANY ACTIVITY OR TRAVEL RELATED THERETO OR FROM ANY INTERACTION WITH, OR DOWNLOADING OF, COMPUTER

CONTEST INFORMATION; AND (III) ANY PRINTING OR TYPOGRAPHICAL ERRORS IN ANY MATERIALS ASSOCIATED WITH THE CONTEST. Sponsor's decisions in all respects relative to the Contest are final.

11. General Conditions. By entering the Contest, all entrants accept and agree to be bound by these Official Rules and the decisions of the Sponsor. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. In case of dispute of the identity of any entrant, including Winners, entries will be deemed made by the authorized account holder of the email address associated with the 2K Account. "Authorized account holder" is defined as the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Entrants must keep their email address information up to date and inform Sponsor of any changes of the relevant email address. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter or participate in the Contest, including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, medical epidemic or other public health situation, curtailment of travel and/or access to facilities, government action or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor, provided that Sponsor may elect to select fewer winners or no winners at all, or to decrease or otherwise modify the prizes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or any web sites, platforms or consoles associated with this Contest. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including but not limited to the use of automated entry programs, the use of automated entry devices, playing through the use of multiple 2K Accounts or 2K Sports accounts, or by participating in, or benefiting from, a syndicate, group or block playing process or system), or intending to annoy, abuse, threaten or harass any other entrants, players or Sponsor representatives.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITES, PLATFORMS OR CONSOLES ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Additional Conditions. Except where prohibited by law, each entrant, including all Winners, grants the Released Parties the unconditional, perpetual and worldwide right and/or license to use the entrant's name, address (city or county and state only), likeness, photograph, biographical information, gamer tags/IDs, voice, actions, performances, team roster/logo/name and prize information (if any) and/or statements about the Contest for any publicity, advertising and promotional purposes without additional compensation, in any media now known or hereafter invented, including but not limited to, on any and all Internet media, including Sponsor's web sites and social media platforms (e.g., Facebook, YouTube, Twitter etc.), and in game on 2KTV, and via live stream of the Contest, and hereby releases the Released Parties from any liability with respect thereto.

Sponsor has the right to use all of entrant's gamer tags/IDs, team names, logos and uniforms in its advertising, marketing and publicity materials, in its sole and absolute discretion. In addition, Sponsor has the right to require an entrant to change its gamer tag/ID, team name, logo and/or uniform, or to unilaterally change an entrant's gamer tag/ID, team name, logo and/or uniform, if such gamer tag/ID, team name, logo or uniform is deemed inappropriate or could violate the right of any third party, including, but not limited to, copyright, trademark or right of publicity or privacy, or for any other reason, in all cases as determined by Sponsor in its sole and absolute discretion. Failure to comply with Sponsor's request to change a gamer tag/ID, team name, logo and/or uniform in a timely manner may result in disqualification, in Sponsor's sole and absolute discretion.

Sponsor and its related entities own all Contest game play and content created in connection with such game play, and all elements thereof, and each entrant, by entering, transfers and assigns to Sponsor and its related entities all right, title and interest in and to all such game play and content, and all elements thereof, to Sponsor and its related entities. All such gameplay and content, and all elements thereof, shall be "works made for hire" for Sponsor and its related entities.

- 13. Disputes. Except where prohibited by law: (a) As a condition of participating in this Contest, entrant agrees that any and all disputes which cannot be resolved between any of the Released Parties and entrant or entrant's representatives, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective; (b) Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with entering this Contest), and entrant further waives all rights to have damages multiplied or increased; and (c) The arbitration shall be conducted in the State of New York, in the City of New York, County of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.
- **14. Governing Law and Jurisdiction.** This Contest is governed by New York law (without giving effect to the conflict of laws rules thereof) and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions

concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in the Disputes Section of these Official Rules, shall take place in the courts of the State of New York, in the City of New York, County of New York.

15. Miscellaneous. The invalidity or unenforceability of any provision herein shall not affect in any way the validity and enforceability of any other provision in these Official Rules. Entrant's participation in the Contest is also subject to the NBA.com Terms of Use available at https://www.nba.com/news/termsofuse and 2K Games' Terms of Use available at https://www.take2games.com/legal/.

IN THE EVENT THERE IS A DISCREPANCY OR INCONSISTENCY BETWEEN DISCLOSURES OR OTHER STATEMENTS CONTAINED IN ANY CONTEST MATERIALS AND THE TERMS AND CONDITIONS OF THE OFFICIAL RULES, THE OFFICIAL RULES SHALL PREVAIL, GOVERN AND CONTROL.

16. Winners List; Rules Request. For a copy of the Winners list, send a stamped, self-addressed, business-size envelope before April 30, 2024 to Sponsor at the address listed below, Attn: NBA 2K League Amateur Qualifying Event Winners List. To obtain a copy of these Official Rules, visit https://2kleague.nba.com/2024-3v3-steal-tournament-rules/ or, by March 24, 2024, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, Attn: NBA 2K League Amateur Qualifying Event. Vermont residents may omit return postage for Official Rules.

Sponsor: NBA 2K League, LLC. The Sponsor's address is 645 Fifth Avenue, New York, New York 10022, USA.