

BUZZ CITY REWARDS PROGRAM TERMS & CONDITIONS

The Buzz City Rewards Program (the "**Program**") is a loyalty program offered by Hornets Basketball, LLC, with its principal place of business located at 333 East Trade Street, Charlotte, North Carolina, 28202 ("**Team**") that rewards the eligible Members (defined below) for participating in Program activities.

Please read these Terms and Conditions carefully. They contain very important information about your rights and obligations, as well as limitations and exclusions that may apply to you if you enroll and participate in the Program.

1. OVERVIEW – TERMS AND CONDITIONS

By participating in the Program, and by accruing or expending points in the Program, you acknowledge and agree to be bound by all of the terms and conditions stated herein as well as the Team's [Terms of Use](#) and the [Privacy Policy](#) located on hornets.com and the Team's mobile app (the "**Hornets Mobile App**") and any other rules or terms of which are made available to you in connection with the Program, each as amended from time to time (collectively the "**Terms**"). You further agree that the Terms apply to all participation in the Program and to all points accrued at any time in the Program, both prospectively and retroactively. If you do not agree to these Terms, you are not eligible to enroll or participate in the Program.

Team reserves the right to alter or modify the Program at any time in its sole discretion, with or without notice, including, without limitation, the right to add, modify, cancel, delete or otherwise change any provision of the Terms or any procedure, reward, or any benefit of the Program. You are responsible for remaining knowledgeable as to the Terms. Since any changes will be posted on this web page, you should check this page regularly. Your continued membership in the Program following any changes to these Terms constitutes your acceptance of the changes. You agree that you will review the Terms periodically and that you will be bound by the Terms and any modifications hereof.

Team recommends that you bookmark and check this page periodically to ensure that you are familiar with the most current version of the Terms.

2. ELIGIBILITY

Individuals that meet the eligibility requirements listed below, may become a member of the Program ("**Member**"). To be a Member and participate in the Program, you must meet the following requirements:

- a) You must be at least eighteen (18) years of age.
- b) You must be a legal U.S. resident.
- c) You must have an active Ticketmaster account and register using the same email address that is associated with your Ticketmaster account.
- d) Membership in the Program is free and voluntary.

3. HOW TO PARTICIPATE AND CREATE AN ACCOUNT

The Program is available to Charlotte Hornets fans who enroll through the Hornets Mobile App and create an account the email address associated with your Ticketmaster account. Each email address can only be used for one Member. You may only enroll in the Program for yourself, and you may only

maintain one fan account (“**Account**”). Members can manage their Account by accessing the Hornets Mobile App. By logging into your Account, you will have access to view your Account details, current points balance, previous activity, and update personal information and communications preferences.

Email is the Program's primary method of providing service-related updates to Members. It is your responsibility to keep up-to-date contact information in your Account by updating your email address, mailing address, or phone number through the Hornets Mobile App. If your email service includes functionality or software that catalogs your emails in an automated manner, it is your responsibility to ensure that emails the Team send to you reach your inbox, either by routinely monitoring your bulk, junk, and/or spam e-mail folders or by adding us to your address book or safe senders list. Any personal information that you provide to Team through your online account will be governed by the [Privacy Policy](#) at www.hornets.com.

4. WAIVER OF AND CONSENT TO USE OF CERTAIN PERSONAL INFORMATION

Creating an Account and participating in the Program constitutes your acceptance, permission, irrevocable and unrestricted right for Team, the National Basketball Association (“**NBA**”) and their affiliated entities, and each of their respective officials, employees, representatives, agents, licensees, successors, assignees, service providers and sponsors to use, without compensation or other remuneration to you, your name, picture, image, likeness, actions, social media feeds, location, and other like information generated by you in connection with earning Points (defined below) for advertising and marketing associated with Team and Team's business activities. Please see the [Terms of Use](#) to determine what information may be used by the Team for these purposes.

5. MEMBERSHIP BENEFITS AND REWARDS POINTS

A Member will accumulate points (“**Points**”) in his or her Account based upon eligible activities, such as:

- a) In-Arena Purchases: Points can be earned by scanning your loyalty QR code, provided within the Hornets Mobile App, at any point-of-sale location in the Spectrum Center arena (“**Arena**”), including food and beverage concession stands and the Hornets Fan Shop.
- b) Ticket Scans: You can also earn points each time you scan your game ticket for entry into the Arena. This applies to both tickets purchased and transferred through Ticketmaster, as long as the registered email addresses match.
- c) App Interaction Points Accumulation: You may accumulate points by engaging in various activities within the Hornets Mobile App. Points can be earned by completing specific tasks, such as participating in fan polls, trivia, or other designated in-app interactions.

The full list of eligible activities and associated point values is available in the “Fanzone” section of the Program within the Hornets Mobile App and may be subject to change on a daily basis, with or without notice in Team’s sole discretion. Continued access and use of the Program and participation in the activities associated with the Program after any changes to the Terms constitutes your acceptance of the revised Terms then in effect.

6. REDEEMING POINTS FOR REWARDS

Subject to Team's rights to add, delete, or otherwise make changes to the Points structure as more fully expressed in the following section, Points may be redeemed for items that may include, but are not limited to, Fanatics merchandise, experiences, tickets, and other items of value, as determined by

Team (collectively, the "**Rewards**") and from time to time, updated and presented within the Program. Points redeemed for Rewards will be subtracted from the Account of the Member at the time the Member requests a Reward (the "**Reward Redemption**"). Members can view the Program's present Reward options and the points required to redeem for the Reward by visiting the loyalty marketplace, available only through the Hornets Mobile App (the "**Loyalty Marketplace**"). Points may be redeemed for the Rewards only available through the Program. Except as expressly provided herein, Points may not be exchanged, transferred, or redeemed for cash, or other goods and services.

If a Reward is an event ticket, the tickets will be transferred to the redeeming Member's Ticketmaster account, which can be accessed through the Hornets Mobile App. If a Reward needs to be shipped (i.e., Fanatics merchandise), each redeeming Member is solely responsible for ensuring that his or her shipping address is correct in his or her Account profile prior to the Reward Redemption. Shipping and handling charges are included in the Points value required for the Reward Redemption. Team's obligation regarding delivery of a Reward is satisfied upon shipment of the selected Reward to the address identified in the Member's Account as of the date of Reward Redemption. Team is not responsible for lost or stolen Reward(s) shipments and will only be responsible for non-receipt of Rewards in instances of shipment to an address different than the one in the user's Account profile as of the date of Reward Redemption. Members must allow reasonable time for shipment of a selected Reward.

Once Points have been redeemed for a Reward or have expired subject to the terms below, such Points are no longer valid for any subsequent redemption and they may not be returned or refunded to a user's Account, except in the Team's sole discretion. The availability of any Reward or item(s) offered in the Program is subject to availability and may change at any time, without notice, in the sole discretion of Team. Rewards may be available only in limited quantities and will be distributed on a first-come, first-served basis. Members should regularly consult the Program via the Loyalty Marketplace on the Hornets Mobile App for updates about Reward availability. All Rewards are provided "as is" with no warranty, representation or guarantee, either express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the Rewards, including, without limitation, its quality, merchantability or fitness for a particular purpose. The descriptions of Rewards are believed to be correct. Reward depictions are solely illustrative and may not resemble the actual item Members receive. Rewards are final and cannot be refunded or exchanged.

Team will not have any responsibility for: (a) any printing, production, typographical, mechanical, or other errors regarding earning, redemption, or accumulation of participation credit or any other aspect of the Program; (b) any delay or failure to credit your Account; or (c) any failure to provide Program communications.

7. CHANGES TO POINTS AND PROGRAM

The Program and structure are subject to modification, limitation, or elimination at any time, with or without notice, in Team's sole discretion, including, without limitation, the right to establish additional means of accruing Points, the right to modify and delete any or all of the recognized means of accruing Points existing at any given time, the right to change the Rewards available and their values, the right to amend the Rewards Redemption terms, the right to exclude specific types of transactions from Points eligibility, and the right to terminate the Program altogether. Additionally, Team reserves the right to invalidate Points from an Account without notice if it determines in its sole discretion that such Points were improperly credited to such user's Account or were obtained fraudulently or otherwise in violation of the Terms. Team will attempt to communicate any changes

to the Program and/or Rewards through the Hornets Mobile App or via the email address you used for registration.

8. REWARDS YEAR AND EXPIRATION OF POINTS

Each year of the Program shall begin on or after 12:01 am ET on October 1 and shall end at 11:59 pm ET on September 30, unless otherwise determined by Team ("**Rewards Year**"). Points earned in a given Rewards Year shall automatically expire at 11:59 pm ET on the last day of the following Rewards Year. To illustrate, if a Member accumulates Points from October 1, 2024 – September 30, 2025, then those Points would expire on or after 11:59 am ET September 30, 2025.

Your Account will automatically spend your oldest Points first when redeeming Rewards. Once Points expire, they may no longer be redeemed and will be immediately forfeited.

9. PROGRAM PROMOTIONS AND EXPERIENCES

The Loyalty Marketplace on the Hornets Mobile App will explain Member benefits and specific promotion and experience details. The specific terms of Program promotions and experiences will be disclosed at the time of the offering.

Member benefits, promotions, Program updates, and Account-based operational messages will be communicated to Members via email and disclosed on the Program tab on the Hornets Mobile App.

All Rewards which include Members participation in an actual event or experience may be cancelled, rescheduled, or otherwise modified without prior notice. If an event or experience is cancelled, rescheduled, or otherwise materially modified, the Member who redeems the Reward shall have the option to either accept the substituted Reward or have the applicable number of Points restored to the Account of the Member, and the option selected will be the sole and exclusive remedy available to the Member.

10. PROGRAM COMMUNICATIONS

By enrolling and participating in the Program, you are opting in and consent to receive Program communications sent by email. These communications may include updates on your Points, exclusive Reward offers, or other Program-related news.

You may choose to opt-out of receiving email communications containing marketing messages by unsubscribing from marketing communications.

If you unsubscribe from receiving Program communications, Team reserves the right to send you Program information until you terminate your participation in the Program.

You may choose to opt-in to mobile communications at a future date by accessing your Account profile preferences and checking the option for communications.

11. MEMBERS' OBLIGATIONS AND REPRESENTATIONS

By enrolling in the Program, or by participating in the program, you are expressly agreeing to be bound by these Terms and you agree not to misuse Program privileges in a way that is detrimental to Team or the Program, including without limitation: having multiple Accounts; making purchases

on behalf of other Members; participating in purchasing or redemption fraud; or using any robot, spider, or other automatic device or manual process to transact with or monitor the Program.

As a Member, you agree to comply at all times, and are bound by, these Terms and all laws, rules, and regulations that are applicable to a Member. You hereby acknowledge that a Member may only participate in the Program if and to the extent that such participation is permitted by all applicable laws, rules, and regulations, and that registration is an application for enrollment that is subject to Team's acceptance and the termination provisions of these Terms. Team may refuse at any time to enroll an applicant, or to restrict, modify, or terminate a Member's participation in the Program without liability.

12. ACCOUNT DELETION

(a) Team may, without notice and in its sole discretion, delete an Account at any time for any reason, which may include, but is not limited to:

- i. a violation of the Terms;
- ii. misrepresentations of any information or any misuse of the Program,
- iii. evidence of fraud, abuse or suspicious activity;
- iv. violation of any federal, state, or local law or regulation in connection with the use of the Program; or
- v. taking any action that is detrimental to the Program as may be determined by Team in its sole discretion.

(b) You may delete your Account at any time by

- i. navigating to Account Options tab in the Loyalty Marketplace on the Hornets mobile App and selecting "Delete Account"; or
- ii. emailing buzzcityrewards@crowdplayapp.com or any other email account designated by Team from time to time.

If your Account is terminated by you or Team, all Points in your Account will be forfeited immediately upon termination. If you reapply for membership at a later date, you will not recover any Points forfeited from your previous membership Account.

13. PRIVACY POLICY AND RESTRICTING ACCESS

The [privacy policy](#) for the Program ("**Privacy Policy**") is set forth by a link within the Program tab on the Hornets Mobile App. By enrolling and participating in the Program, you are agreeing that Team may use certain information provided by you as described in these Terms.

Members are responsible for maintaining the confidentiality of his or her Account and password and for restricting access to such Account. Additionally, Members agree to accept responsibility for all activities that occur under the Account or password of the Member.

14. LIMITATIONS OF LIABILITY AND RELEASE OF CLAIMS

Neither the Team nor its parent companies, affiliates (including the NBA and its member professional teams), subsidiaries, suppliers, partners, representatives, agents, successors, assigns, employees, officers, owners, members, directors and sponsors (the "**Released Parties**") will have any responsibility or liability for any claim, loss, injury, damage, delay, accident, cost or expense

(including, without limitation, attorneys' fees and costs ensued), nor for any incidental, indirect, special, punitive, exemplary, or consequential damages (collectively, "**Losses and Damages**"), directly or indirectly arising from

- a) these Terms,
- b) the Program or the Hornets Mobile App.,
- c) any failure, delay, or decision by Team or any of the Released Parties in administrating the Program,
- d) any unauthorized use of an Account or any breach of security beyond the reasonable control of Team or any of the Released Parties,
- e) any offer, representation, statement, or claim about the Program made by any Released Party or any other person or entity, or
- f) the purchase, redemption for or use of any Rewards, including all Reward Redemptions, whether made or available by Team, one of the Released Parties, or any other person or entity, or otherwise. The foregoing limitations of liability will apply whether or not the alleged Loss or Damage is based on contract, negligence, tort, strict liability, or any other basis even if any of the Released Parties have been advised of or should have known of the possibly of such Losses and Damages, and without regard to the success or effectiveness of other remedies.

IN NO EVENT WILL THE RELEASED PARTIES' COMBINED AGGREGATE LIABILITY FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY OF THE MATTERS DESCRIBED ABOVE EXCEED TWO HUNDRED FIFTY UNITED STATES DOLLARS (\$250 USD).

By participating as a Member, you hereby agree:

- a) to release the Released Parties from any and all Losses and Damages incurred with respect to the issuance, receipt, possession, and use or misuse of any Rewards,
- b) under no circumstances will you be permitted to obtain Rewards for, and you hereby waive all rights to claim, punitive, incidental, consequential, special or any other Loss or Damage, other than for actual out-of-pocket expenses,
 - i. all causes of action or claims arising out of or connected with the Program, or any Reward, will be resolved individually, without resort to any form of class action, and
 - ii. any and all claims, judgements, and awards for Losses and Damages, or otherwise, will be limited to actual out-of-pocket costs incurred.

By participating in the Program, including without limitation any contest, sweepstakes, or accepting a prize, or any combination of the foregoing, you as a Member agree to defend, indemnify, and hold harmless the Released Parties from and against all claims, demands, losses, liabilities, third party actions, damages (including damage to computers caused by viruses), costs and expenses (including reasonable attorneys' fees and disbursements) based upon or arising out of, directly or indirectly, from the acceptance, possession, or participation in any Program related activity, including without limitation claims arising out of or relating to the Program, the Privacy Policy, Terms of Use, or these Terms and Conditions.

15. NO WARRANTY

THE PROGRAM, WEBSITE, AND THE HORNETS MOBILE APPLICATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATIONS OF ANY KIND. CLUB HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR

ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM AND THE WEBSITE AND HORNETS MOBILE APPLICATION.

16. POINTS OWNERSHIP AND OTHER RESTRICTIONS

Points do not constitute property, do not entitle a Member to a vested right or interest, and have no cash value. As such, Points are not redeemable for cash, transferable or assignable for any reason. The sale, barter, transfer, or assignment of any accumulated Points, other than by Team, is strictly prohibited. Any Points which Team deems in its sole discretion to have been transferred, sold, bartered, or assigned in violation of these Terms may be confiscated and/or cancelled.

17. DISPUTES AND GOVERNING LAW

Any and all controversies, disputes, or claims arising out of or relating to the Program, the Privacy Policy, or these Terms shall be resolved exclusively by binding arbitration before a single arbitrator with such arbitration to be conducted in Mecklenburg County, North Carolina in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The party initiating such arbitration shall be responsible for any and all administrative fees, including but not limited to filing fees and proceed fees, and the parties shall equally divide the arbitrator's fees. In connection with such arbitration, and all other disputes, Team and the Released Parties, on the one hand, and the Member, on the other, hereby agree as set forth above that such claim or cause of action shall be resolved individually, without any form of class action. Both the Member and Team hereby waive their right to a jury trial in connection with any such proceeding. Further, in any such dispute, under no circumstances will the Member or Team be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, and the Member and Team further waive all rights to have damages multiplied or increased. These Terms and any dispute arising out of these Terms, including without limitation the Program, Rewards, and Rewards Redemption, will be governed by the laws of the state of North Carolina, without regard to the principles of comity or choice of law provisions.