

2026 INNOVATION SUMMIT CONTEST RULES

NO PURCHASE, DONATION OR FUNDRAISING OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE, DONATION OR FUNDRAISING WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST HORNETS (AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST HORNETS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1. INTRODUCTION: The “2026 Hornets Sports & Entertainment Innovation Summit Contest” (hereinafter, the “**Promotion**”) is a contest administered by Hornets Basketball, LLC, with its principal place of business located at 333 East Trade Street, Charlotte, North Carolina 28202 (“**Hornets**”). Hornets are responsible for providing the prizes for the Promotion. Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by Hornets, which are final and binding in all matters related to the Promotion. To win the prize, you must comply with all facets of these Official Rules and all decisions by Hornets.

2. ELIGIBILITY: The Promotion is open to businesses who (i) agree to these Official Rules, (ii) owned/managed by individuals who are at least 18 years old or the age of majority in your jurisdiction, whichever is greater, and (iii) are legal residents residing or domiciled within one hundred fifty (150) miles of the Spectrum Center located at 333 E Trade St, Charlotte, NC 28202 (the “**Eligibility Area**”). Do not enter the Promotion if your state of residence, age or any other rule or law prohibits or restricts you from entering or participating in the Promotion, or prohibits, restricts, or limits the award of the prize. You must be able to accept the award of the prize without rules or restrictions imposed by the jurisdiction in which you live. Employees, agents, officers, directors, members, managers and owners of the National Basketball Association and its member teams, NBA Properties, Inc., NBA Media Ventures, LLC, Hornets and each of their respective parents, affiliates, subsidiaries, owners, members, directors, managers, officers, agents, employees, judges, advertising and promotion agencies, prize providers and anyone involved in the development or execution of the Promotion (collectively, the “**Promotion Entities**”), as well as their immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members, whether or not related, are not eligible. All federal, state, and local laws, rules and regulations apply. Entrants and entries are subject to all local rules. Void outside of the Eligibility Area and where prohibited or restricted by law and where bonding, registration or other requirements would be required but have not yet been met or where the methods of entry set forth below would be deemed consideration.

By entering, each entrant understands and agrees that, if selected as the Potential Winner (as defined in Section 6 below), he/she/they may be required to consent to a background check, a photography release, and/or an Affidavit of Eligibility/Release and of Liability/Publicity Release; and, failure to sign such consents and authorizations and/or to furnish all required information as outlined in Section 7 below will result in disqualification. In addition, Hornets reserve the right in its sole discretion, to disqualify the Potential Winner if the results of such background check reveal that the Potential Winner is not eligible to participate in the Promotion or has been convicted of a felony or a crime of moral turpitude, as determined by Hornets in its sole discretion.

3. PROMOTION PERIOD: The Promotion begins on May 12, 2026, at 12:00 am Eastern Time (“ET”) and ends on June 21, 2026, at 11:59 pm ET (the “Promotion Period”). Hornets’ server and computer clock is the official time-keeping device. Results of the Promotion are not official until Hornets, or a duly authorized representative expressly announces the final results and verifies the Official Winner (defined below).

4. HOW TO ENTER AND WIN; ENTRY GUIDELINES AND REQUIREMENTS: Navigate to www.hornets.com/innovation-summit and complete the following steps by no later than 11:59 PM ET on May 22, 2026: (i) completely fill out the Promotion’s questionnaire, and (ii) upload a one-minute (1:00) elevator pitch video highlighting your company and its products/services (each, respectively, an “Entry”). The Promotion Period will consist of three (3) rounds of evaluation as follows:

• **Round 1 (May 12, 2026 to 11:59 pm on May 22, 2026):** Applicants can submit their Entries. Entries will be reviewed by an evaluation panel established by Hornets to ensure that each Entry complies with the Entry Requirements set forth below. Top five finalists will be selected by Hornets and will move forward to Rounds 2 and 3. Scores in Round 1 will be Judged via the following Rubric:

Scoring Scale:

Each category should be scored on a scale of **1–5**.

Score	Definition
1	Very Weak / Does Not Meet Expectations
2	Below Average
3	Average / Meets Expectations
4	Strong
5	Exceptional / Highly Compelling

Applicant Evaluation Criteria

Category	Description	Score (1–5)
Innovation & Creativity	How original, creative, or unique is the idea, product, service, or organization?	
Community Impact	Potential to create meaningful impact within the community and positively affect others.	
Clarity of Vision	Applicant clearly communicates their purpose, goals, and overall concept.	
Feasibility & Execution	Demonstrates a realistic plan, ability to execute, and potential for growth	

Category	Description	Score (1–5)
Passion & Leadership Potential	Applicant demonstrates passion, commitment, initiative, and leadership qualities	
Use of Investment Opportunity	Clearly explains how the funding/resources from Innovation Summit would be used and why it would make a meaningful difference	
Overall Application Quality	Application responses were thoughtful, complete, professional, and compelling.	

• **Round 2 - Fan Voting (30%) - (June 2, 2026 to 11:59 pm on June 11, 2026):** Top five Entries will be available for view on the Promotion’s landing page located at www.hornets.com/innovation-summit and via @hornetsgive on Instagram with additional promotion on Twitter. Members of the general public will vote on their favorite elevator pitch, and such fan vote will be weighted (35%) of the final vote.

• **Round 3 - Final Presentation (70%) - (June 16, 2026):** The top five Entries will then make a final presentation to a live panel of judges on June 16, 2026. The finalists should be prepared to present their product, good or service, answer questions from the panelists as well as questions from the audience. At the conclusion of the event, the judges will select the winner which will be announced publicly during a Hornets Home Game. At the conclusion of the presentations, the finalists scores will be calculated to determine the overall winner, Round 2 fan vote will be weights (30%) and final pitch/judges score will be weighted (70%).

Round 3 Scores will be Judged via the following Rubric:

Rubric:

Components of the Pitch	Score
Preparedness/Organization	5 4 3 2 1
Visual Aids/Materials	5 4 3 2 1
Persuasion	5 4 3 2 1
Delivery	5 4 3 2 1
Creativity	5 4 3 2 1
Components of the Business	Score
Knowledge of Product/Business	5 4 3 2 1
Sales Potential	5 4 3 2 1
Business Strategy	5 4 3 2 1
OVERALL SCORE	

Each Entry is subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address does not meet eligibility requirements, your Entry is automatically void. Those who do not provide the required information if contacted by Hornets or fail to abide by these Official Rules or additional provided instructions may be disqualified at Hornets’ sole and absolute discretion. All Entries that are late or otherwise not in compliance with these Official Rules may be disqualified from the Promotion at Hornets’ sole and absolute discretion.

If a dispute arises as to the identity of any entrant, the Entry will be deemed submitted by the account holder of the e-mail account from which it was posted but only if such person is otherwise eligible.

The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Google). Potential Winner (defined below) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to Hornets’ satisfaction, the Entry will be deemed ineligible.

Your participation in the Promotion is voluntary and does not require you to purchase anything from Hornets.

THERE IS A LIMIT OF ONE (1) ENTRY PERMITTED PER PERSON/COMPANY DURING THE PROMOTION PERIOD.

ENTRY GUIDELINES AND RESTRICTIONS: Each Entry must conform to the following:

- Must be submitted prior to 11:59 pm on May 22, 2026;
- Must comply with these Official Rules;
- Must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity or intellectual property rights (i.e., copyrights, logos, trade names, or patented features); Hornets may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the Entry;
- Must be in keeping with Hornets’ image and not be offensive or disparaging to Hornets, the general public, or any other person or party affiliated with the Promotion, or any of their respective products and/or brands;
- Must have permission from any identifiable individual other than entrant, including permission from the parent or legal guardian of any identifiable minor, featured in the Entry, and must be able to furnish written proof of such permission at Hornets’ request;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Hornets’ in its sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Hornets in its’ sole discretion);
- Must not contain any express or implied commercial endorsement;
- Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
- Must not contain material or statements that promote use of alcohol by minors, illegal 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;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where entry is created.

NOTE: By submitting an Entry, each entrant agrees that his/her/their Entry conforms to the Entry Requirements set forth above and all other terms and conditions in these Official Rules and that Hornets may, at its sole and absolute discretion, disqualify him/her/them from the Promotion if Hornets decide that his/her/their Entry fails to conform to the Entry Requirements or any other provision of these Official Rules. All information submitted online by participants is subject to, and will be treated in accordance with, Hornets Basketball, LLC Terms of Use accessible at <https://www.nba.com/hornets/terms-of-use>.

5. PRIZE: One (1) Official Winner will receive one (1) grant in the amount of twenty five thousand dollars and zero cents (\$25,000.00) (the “**Prize**”), which must be used solely to support Official Winner’s working capital needs.

The Prize is subject to the following restrictions and limitations:

All Prize details are subject to change and in the sole discretion of Hornets, and if Hornets are unable to provide the Official Winner with his/her/their prizes, Hornets may elect to provide the Official Winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All unclaimed prizes or unused portion of the prize will be forfeited in their entirety. Official Winner is required to provide Hornets with his/her/their name, residential addresses, telephone number, email address and social security number, and must present valid government-issued photo ID (such as license or passport) upon request. All prizes will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. Hornets reserve right to substitute prizes of equal or greater value or different value; no exchanges, returns, resale, substitution, transfer or otherwise of prizes permitted by Official Winner. All other pertinent details are to be released to the Official Winner only after verification has been completed.

The Approximate Retail Value (“**ARV**”) of the Prize is **Twenty Five Thousand Dollars and Zero Cents (\$25,000.00)**. Hornets reserve the right to substitute prizes of equal or greater value. No substitution or transfer of prizes is permitted by Official Winner.

ALL COSTS NOT EXPRESSLY STATED HEREIN, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION, MEALS, FEES, PERSONAL CHARGES, GRATUITIES AND TAXES ARE THE SOLE RESPONSIBILITY OF THE OFFICIAL WINNER.

Official Winner will need to show a valid government issued photo ID to collect all prizes.

All prize(s) 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). Official Winner may not return, exchange, substitute, redeem for cash, transfer, auction or sell his/her/their prize. Hornets are not responsible for damage during shipping (if any), prize utility, quality or otherwise. All prize details not specified in these Official Rules will be determined in Hornets’ sole and absolute discretion. Official Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used.

6. SELECTION OF OFFICIAL WINNER AND ODDS OF WINNING: One (1) entrant will be selected from among all eligible Entries by a panel of judges based upon the criteria as set forth in Section 4 above. The selected entrant is a Potential Winner (“**Potential Winner**”), and he/she/they will be notified by Hornets by e-mail on or around one (1) business day after the Promotion Period has ended. If Potential Winner fails to respond within 48 hours of first contact, an alternate, runner up entrant may be selected in his/her/their place from all eligible entries received. The Potential Winner must then be verified by Hornets as eligible to participate and win and be declared the official winner per Section 7 below (“**Official Winner**”). Odds of winning depend upon the total number of eligible Entries overall that are received for the Promotion. Any attempts to exceed the limit of number of Entries into the Promotion by any method, including, but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and Hornets reserve the right in their sole discretion to disqualify all Entries of any such entrant. An individual may not enter on behalf of another individual or transfer his/her/their Entry to another person and may be required to show proof of ownership of his/her/their accounts used to enter the Promotion.

7. VERIFICATION OF OFFICIAL WINNER AND DELIVERY OF PRIZE: The Potential Winner will be notified by email or “direct message” on or around one (1) business day after the Promotion Period has ended. Potential Winner will be notified only at the contact information provided in the Entry. The Potential Winner is not a winner of any prize unless and until his/her eligibility to participate and win has been verified and he/she/they has received notice from Hornets that he/she/they is the Official Winner of the Prize. Hornets’ decisions are final and binding in all matters related to the Promotion. Potential Winner may be required to provide Hornets with his/her/their name, residential address, telephone number, email address, social security number and valid photo ID. Hornets will not accept screen shots or other evidence in lieu of its validation process. Potential Winner may be required to sign a non-disclosure agreement and an affidavit of eligibility/liability release (which affirms that he/she/they has complied with these Official Rules), Form W-9 or IRS Form 1099 and a publicity release (where permitted by law), all of which, if issued, must be completed, signed, notarized and returned within two (2) business days from date of issuance or the Prize will be forfeited and may be awarded to an alternate winner. If the Potential Winner refuses to provide his/her/their Social Security Number for such prize within two (2) business days after request is made for the same, said Potential Winner will be disqualified. If the Prize is declined, the Prize or prize notification is returned as undeliverable, or in the event of noncompliance with these Official Rules and the requirements herein, the Prize will be forfeited in Hornets’ sole discretion. If Potential Winner forfeits a prize, Hornets will select a new Potential Winner, time permitting. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded. Except where prohibited, participation in the Promotion constitutes the consent of the Official Winner for Hornets’, and their agents’, use of Official Winner’s name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law), and Official Winner’s further agreement to execute any specific consent needed or requested by Hornets or its designees in furtherance of such use.

8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS: All federal, state, and local laws, rules and regulations apply. Entrants and Entries are subject to all local rules. Void outside of the Eligibility Area and where prohibited by law. The Promotion Entities are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected Entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or otherwise. Further, Promotion Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an entrant’s email account to receive messages or insufficient space on entrant’s computer or telephone device. The use of automated software or computer programs to register or to enter the Promotion is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. The Promotion Entities disclaim any liability for damage to any computer or telephone system resulting from participation in, or accessing or downloading information in connection with, the Promotion, and Hornets reserve the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any promotions should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Hornets’ control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. If any cancellation, termination, or suspension occurs, a notice will be posted and, if a winner can be selected among all eligible, non-suspect entries received prior to such time, a winner will be selected. Hornets reserve the right to disqualify any entrant (and his/her/their Entry) from

the Promotion, any other promotions conducted now or in the future by Hornets or any of their affiliates if he/she/they tampers with the entry process or if his/her/their fraud or misconduct affects the integrity of the Promotion or if he/she/they engages in any inappropriate or unacceptable behavior in connection with the Promotion. Hornets reserve the right to correct clerical or typographical errors in promotional materials. By participating in the Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Hornets, warrants that he/she/they is eligible to participate in the Promotion and agrees to release, discharge, hold harmless and indemnify the Promotion Entities and their respective affiliates, members, managers, equity holders, officers, directors, parents, subsidiaries, partners, agents, employees, successors and assigns each of them (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Promotion or Entries that are ineligible. By accepting the Prize, Official Winner agrees to release the Released Parties from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of a prize or participation in any prize-related activity. All Promotion participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Promotion and accept the prize. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotion and all disputes, claims or controversies arising from these Official Rules, will be governed by North Carolina law, without regard to its conflict of law's provisions.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE PROMOTION, INCLUDING ANY ACCESS TO OR USE OF INSTAGRAM OR ANY DOWNLOADING FROM OR PRINTING MATERIAL FROM ANY WEBSITE ASSOCIATED WITH THIS PROMOTION. EVERYTHING ON THE CHARLOTTE HORNETS' OFFICIAL WEBSITE OR INSTAGRAM ACCOUNT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. OFFICIAL WINNER AGREES THAT ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

9. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Hornets, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the prize, acceptance, possession, use or misuse of the prize, any

advertising, or any aspect of the relationship between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you and Hornets are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: **YOU AND HORNETS AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND HORNETS, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).**

(c) Pre-Arbitration Dispute Resolution: Hornets are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing Hornets' support team at generalcounsel@hornets.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (the "**Notice**"). The Notice to Hornets should be sent to Hornets Basketball, LLC, Attn: General Counsel at 333 East Trade Street, Charlotte, North Carolina 28202 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Hornets and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Hornets may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Hornets, or you may not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Hornets are entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer-arbitration>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Hornets and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Hornets agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) **Costs of Arbitration:** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

(f) **Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) **Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

(h) **Conflict:** In the event of any conflict between any term or condition in this Section 9 and any term or condition in the Official Rules, then the applicable term or condition in this Section 9 will apply.

10. ENTRANT'S PERSONAL INFORMATION: By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Promotion and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of Official Winner and his/her guest may be used by Hornets for promotional purposes and a published Official Winner list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as Hornets' Privacy Policy: <https://www.nba.com/hornets/privacy-policy>.

11. WINNERS LIST: To obtain an Official Winner list, send an email to communityimpact@hornets.com with the following subject line: "Please send the Official Winner list for the 'Charlotte Hornets 2026 Innovation Summit Promotion.'" Requests must be submitted within ninety (90) days after the end of the Promotion Period. The list will be sent to requesting parties after selection and verification of the Official Winner.

12. NOTICE: Hornets reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.