

**NBA 2K DAY CODE GIVEAWAY 2027 SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN PARTICIPANT'S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES RESIDING WITHIN NORTH CAROLINA OR WITHIN A 150-MILE RADIUS OF CHARLOTTE, NORTH CAROLINA WHO ARE EIGHTEEN (18) YEARS AND OLDER AT THE TIME OF ENTRY.

The NBA 2K Day Code Giveaway 2027 Sweepstakes (the "**Sweepstakes**") is a sweepstakes sponsored by Hornets Basketball, LLC with its principal place of business located at 333 E. Trade Street, Charlotte, NC 28202 ("**Sponsor**"). Sponsor is responsible for providing the prizes for the Sweepstakes. Your participation in the Sweepstakes means that you unconditionally agree to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to the Sweepstakes. To win the prize, you must comply with all facets of the Official Rules and all decisions by Sponsor.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins at or about 9:00AM Eastern Time ("**ET**") on September 04, 2026 and ends at 9:00AM ET on September 05, 2026 (the "**Sweepstakes Period**"). Sponsor's server and computer clock is the official time-keeping device.
- 2. ELIGIBILITY:** This Sweepstakes is offered only to those persons who (i) are eighteen (18) years of age or older at the time of entry, (ii) agree to these Official Rules, and (iii) are legal residents of the United States residing within North Carolina or within a 150-mile radius of Charlotte, North Carolina (the "**Eligibility Area**"). Do not enter the Sweepstakes if your state of residence, age or any other rule or law prohibits or restricts you from entering or participating in the Sweepstakes, 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 of Sponsor, Hornets Basketball, LLC, Charlotte PEC, LLC, NBA Properties Inc., the National Basketball Association, Hornets D League, LLC, NBA Development League, LLC d.b.a. NBA G League and its member teams, and each of their respective parent, subsidiary, and related companies and divisions (collectively defined as the "**NBA Entities**"), and their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, with the NBA Entities, the "**Sweepstakes Entities**") and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Sweepstakes. Void outside of the Eligibility Area and where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes participant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Participants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible participant may enter the Sweepstakes by the following method(s) (each an "**Entry**"). By participating in the Sweepstakes, participant agrees to be bound by all Official Rules of this Sweepstakes.
 - A. Social Media.** An eligible participant must follow the specific entry rules outlined in the appropriate social post found on the applicable official Charlotte Hornets social channel during the Sweepstakes

Period by clicking on the corresponding Sweepstakes' post and completing all required information on the questionnaire/entry form to be entered in this Sweepstakes.

- B. No Purchase Necessary:** An eligible participant may also enter by sending an email to dsmith@hornets.com, delivered within the Sweepstakes Period and corresponding Entry Period, if applicable, with the subject title: NBA 2K Day Code Giveaway 2027 Sweepstakes and providing the participant's name, birthdate, address, email address and phone number.

4. ENTRY GUIDELINES AND RESTRICTIONS: Each Entry is restricted by the following:

- A.** Must be submitted during the Sweepstakes Period.
- B.** Must comply with these Official Rules.
- C.** Is limited to **One (1)** Entry per person during the Sweepstakes Period. If you enter using the social media option, if applicable, then you may only submit either one (1) Facebook, one (1) Instagram, or one (1) "X" f/k/a Twitter Entry. You may not submit an Entry on each social platform. All Entries received in excess of the entry limit will be disqualified. Incomplete Entries will not be accepted.
- D.** By submitting an Entry, each participant agrees that their Entry conforms to the entry requirements set forth above and all other terms and conditions in these Official Rules and that Sponsor may disqualify him/her from the Sweepstakes if Sponsor, in Sponsor's sole and absolute discretion, decides that his/her Entry fails to conform to the entry requirements or any other provision of these Official Rules. All information submitted online or via text message by participants is subject to, and will be treated in accordance with, by Sponsor's Terms of Use accessible at <https://www.nba.com/hornets/terms-of-use>.

5. WINNER SELECTION: On or about September 05, 2026, Sponsor will randomly select **Ten (10)** potential winner(s) from among all eligible Entries received during the Sweepstakes Period based upon the entry requirements for the Sweepstakes described in Sections 2 and 3 above. Each such participant is considered a potential winner pending verification of eligibility and compliance with these Official Rules and, upon verification, will be deemed an official winner (each an "**Official Winner**").

6. PRIZE, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE.

- A. Prizes:** Each Official Winner will receive the following item(s) as part of their sweepstakes prize (collectively the "**Prize**"). (TRANSPORTATION AND LODGING NOT INCLUDED, if applicable):
 - i.** One (1) game code to play NBA 2K27 with an approximate retail value ("**ARV**") of \$70.
 - ii.** The total ARV of all the aforementioned prize item(s) for each Official Winner: \$70.
- B. Odds of Winning:** The odds of winning the Prize depend upon the total number of eligible Entries received during each Entry Period.
- C. General Prize Conditions:** The aforementioned prizes are subject to the below restrictions and limitations. Official Winner is required to read these Official Rules and all applicable Terms and Conditions carefully. All prize details are subject to change and in the sole discretion of Sponsor, and if Sponsor is unable to provide the Official Winner with his/her prizes, Sponsor 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. No substitution or transfer of prizes are permitted by Official Winner. If any part of the Prize is canceled or changed, the Official Winner will not receive any substitution or reimbursement of the Prize or portion thereof. All unclaimed prizes or unused portion of the Prize will be forfeited in their entirety. Official Winner is required to provide Sponsor with his/her 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 and at any time.

All prizes will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. Sponsor reserves the 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.

Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Each Official Winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. National Basketball League ("NBA") game/event/exhibition dates and times are determined in the sole discretion of the NBA and/or the Hornets and may be subject to change. The terms and conditions of the tickets awarded as part of any prize will govern in the event a game/event/exhibition, as defined by NBA, is not played or held due to an act of God, an act of terrorism, civil disturbance, or any other reason. Each winner and his/her guest(s) agree to comply with all applicable Arena and venue regulations in connection with the prize. The Sponsor reserve the right to remove or to deny entry to any winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties (as defined below) will not be responsible for acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any NBA game/event/exhibition. NBA tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game/event/exhibition ticket.

All prizes 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). Sponsor is 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 Sponsor's sole and absolute discretion. OFFICIAL WINNER WILL BE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND/OR LOCAL TAXES. AND FOR ANY FEES OR COSTS ASSOCIATED WITH THE PRIZES THE RECEIVE, REGARDLESS OF WHETHER IT, IN WHOLE OR IN PART, IS USED. Limit one (1) Prize per person/household.

7. **HOW TO CLAIM A PRIZE:** Instructions on how to claim the Prize, if applicable, (the "**Instructions**") will be communicated to each Official Winner via electronic mail, "direct message," telephone call or other communication method via the social media handle associated with his/her entry, with further instructions on how to redeem the Prize. If there is no answer/reply, Sponsor will leave a message. If Sponsor's message is not returned within 48 hours, the Official Winner will forfeit the Prize. The Official Winner must follow the Instructions and complete all action items required of Sponsor to Sponsor's satisfaction. If a potential winner is found to be ineligible or not in compliance with these Official Rules or declines to accept the Prize or Sponsor is unable to contact a potential winner, the Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate winner, time permitting, who will then be deemed the "Official Winner." The Official Winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules.
ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE OFFICIAL WINNER.

8. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, participants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies,

website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (collectively, the “**Released Parties**”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering or hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Sweepstakes-related website or social media platform. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Sweepstakes and/or accepting or using the Prize. The Released Parties will not be responsible or liable for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor’s sole discretion, be disqualified.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or aspects of the Sweepstakes, including but not limited to: the selection of winners in a manner it deems fair and reasonable, including but not limited to the selection of the winners from among eligible Entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. This Sweepstakes is subject to all federal, state and local laws and regulations.

By entering the Sweepstakes, each participant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including but not limited to reasonable outside attorneys’ fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the participant’s registration, participation or inability to participate in the Sweepstakes, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, receipt, delivery of, possession, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor’s control, including but not limited to: by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the

Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any registration (including but not limited to the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an participant, (j) interruption or inability to access the Sweepstakes, any Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to participant's (or any third person's) equipment used to access the Sweepstakes and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof) or (p) the negligence or willful misconduct by participant.

Without limiting the foregoing, everything regarding this Sweepstakes, including but not limited to the prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 9. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN MECKLENBURG COUNTY, NORTH CAROLINA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN MECKLENBURG COUNTY, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

- 10. PRIVACY POLICY:** Any personally identifiable information collected during a person's participation in the Sweepstakes will be collected by Sponsor or their designees and used by Sponsor and/or their affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of

the Sweepstakes as described in these Official Rules and in accordance with the Sponsor's Privacy Policy as stated at <https://www.nba.com/hornets/privacy-policy>.

- 11. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting the Prize, each participant agrees to allow Sponsor, Sponsor's designee, and/or the NBA Entities the perpetual right to use his or her name, social media name and/or handle, biographical information, photos and/or likeness and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 12. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each participant hereby acknowledges and agrees that the relationship between the participant and the Sweepstakes Entities is not a confidential, fiduciary, or other special relationship, and that the participant's decision to provide the participant's Entry to Sponsor for purposes of the Sweepstakes does not place the Sweepstakes Entities in a position that is any different from the position held by members of the general public with regard to elements of the Participant's entry. Each participant understands and acknowledges that the Sweepstakes Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each participant also acknowledges that many ideas or photos may be competitive with, similar or identical to the entry and/or each other in theme, idea, format, or other respects. Each participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of any Sweepstakes Entity's use of any such similar or identical material. Each participant acknowledges and agrees that the Sweepstakes Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the entry. Finally, each participant acknowledges that, with respect to any claim by participant relating to or arising out of a Sweepstakes Entity's actual or alleged exploitation or use of any entry or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief and Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 13. NO OBLIGATION TO USE/FURTHER DOCUMENTATION:** Sponsor has no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any Entry for any reason, with or without legal justification or excuse, and participants shall not be entitled to any damages or other relief by reason thereof. If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Participant agrees to sign the same upon Sponsor's request.
- 14. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an participant has registered or attempted to enter the Sweepstakes in excess of the stated limits using multiple identities or like methods, all of that participant's Entries will be declared null and void, and that participant will be ineligible to win the Prize. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS.**

SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's interpretation of these Official Rules is final and binding in all matters related to the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging, and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

15. The NBA Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NBA Entities have not offered or sponsored this Sweepstakes in any way.
16. **WINNERS' LIST:** For the names of the prize winners of prizes, send a self-addressed, stamped envelope to be received no later than thirty (30) days following the Sweepstakes Period to: Hornets Sports and Entertainment, NBA 2K Day Code Giveaway 2027 Sweepstakes, 333 E. Trade Street, Charlotte, NC 28202.
17. **SPONSOR:** The Sponsor of this Sweepstakes is Hornets Basketball, LLC with its principal place of business located at 333 E. Trade Street, Charlotte, NC 28202.

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