

Charlotte Hornets Courtside Experience

Win two (2) second row courtside seats to the Charlotte Hornets vs Toronto Raptors game on Friday, April 5, 2019. In addition to the courtside seats, the winner will receive a \$200 Visa gift card, hotel accommodations for the night of the game, access for two (2) to the exclusive Crown Club, access for two (2) to watch pre-game warmups, access for two (2) to attend the post-game press conference, and one (1) autograph jersey.

One (1) lucky winner will be randomly selected to win. Participants can enter to win by signing into their Player's Club account and using their Lucke-Rewards points to enter the drawing. You must be a member of the Player's Club and have the minimum required points to participate in this Promotion. Each qualifying entry requires ten (10) points.

The drawing entry period runs January 7, 2019 through January 27, 2019 with the drawing taking place on or about January 30, 2019. The actual promotional entry period and drawing date are subject to change at the sole discretion of the NCEL. Any changes will be announced by the NCEL at least seven (7) calendar days prior to the scheduled entry deadline date via the NCEL's official website (www.ncelottery.com) or by calling the Customer Services Hotline at (877) 962-7529.

One (1) Winner

- Two (2) second row courtside seats to the Charlotte Hornets vs Toronto Raptors game on Friday, April 5, 2019. In addition to the courtside seats, the winner will receive access for two (2) to the exclusive Crown Club, access for two (2) to watch pre-game warmups, access for two (2) to attend the post-game press conference, and one (1) autograph jersey.
- Hotel accommodations for one (1) night. Hotel accommodations will be on the same day as the game. Hotel accommodations include one (1) room for up to two (2) people.
- \$200 Visa gift card

Terms and Conditions:

1. Entrants are subject to all NCEL Rules and Regulations, including Player's Club Rules and Regulations, the Lottery Act, and the drawing procedures. This Drawing Promotion and/or any parts thereof, including the award of any prizes, is void where prohibited by laws outside the State of North Carolina.
2. Prizes are not transferable, assignable or redeemable for cash unless otherwise specified or required by law.
3. The NCEL may substitute a prize of equal or better quality.
4. All drawing entries are subject to verification by the NCEL or its designee and may be disqualified if eligibility requirements are not met.
5. Employees of Hornets Basketball, LLC ("**Hornets**"), NBA Properties Inc. NBA Media Ventures, LLC, the National Basketball Association and its Member Teams, and each of their respective parent, subsidiary, and related companies and divisions (collectively defined as the "**NBA Entities**"), the NCEL, Scientific Games Corporation ("**SGI**"), GTECH Corporation and/or IGT, Mullen Lowe Group., Linq3, MDI Entertainment, LLC ("**MDI**"), Pollard Banknote Limited, NeoPollard Interactive, and their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, with NCEL, SGI, MDI and the NBA Entities, the "**Released 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 Promotion.
6. Odds of winning in this Promotion depend on the numbers of entries received for this drawing.
7. The Promotion is subject to mandatory taxes and other State withholdings, as required by law. The prize award value is **\$2,110.82**, which includes all applicable fees and minimum state withholding at the current State tax rates. The NCEL will remit the minimum required tax withholdings to the appropriate agency and issue the W-2G form to the winners. The NCEL is not responsible for any additional State tax and/or any applicable Federal and

local taxes. Selected winners must comply with all claiming requirements, including the claiming period, as specified by the NCEL.

8. Winner of the Promotion will receive tickets, gift card and autograph jersey from the NCEL by mail or can be picked up at the NCEL headquarters or closest regional office by winner. Hotel accommodations will be reserved by the NCEL under the winner's name for the date of the game. The room reservation will be for one (1) room with either a king or two double beds. Room and taxes are included in the prize. Winner will be required to utilize his/her own credit card when checking into the hotel to pay for incidentals.

9. **ADMINISTRATION:** The NCEL expressly reserves the right to amend, suspend or terminate this Promotion at any time without prior notice or consent should any tampering, technical failure, unauthorized human intervention or other cause beyond the NCEL's control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. Administration of this Promotion is at the sole discretion of the NCEL. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Promotion will be resolved at the sole discretion of the NCEL, and its decisions will be final and binding with respect thereto. No requests for exchanges, seat location, or cash equivalent for the tickets will be considered and no substitutions will be made. Qualified individuals must sign any required documents in connection with the Promotion as determined by the NCEL in its sole and absolute discretion. **All necessary transportation/airfare and/or accommodations/lodging in connection with attending the events associated with the tickets are solely the responsibility of qualified individuals, except as otherwise set forth herein.** Qualified individuals are responsible for any and all other expenses related to the Promotion, including, but not limited to, meals, beverages, transportation, parking and personal purchases. No responsibility is assumed by the Released Entities for cancelled, delayed, suspended or rescheduled events. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Promotion or reproduce or distribute any portion of these Terms and Conditions to their members.

10. **RELEASE AND WAIVER OF LIABILITY:** The Released Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to this Promotion or the delivery and/or subsequent use or misuse of the tickets. In consideration of the tickets, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Promotion, in any and all advertising, promotions and other publicity conducted by the Released Entities. Such publicity shall be conducted in accordance with the NCEL's Privacy Policy, which can be viewed at <https://www.nclottery.com/Privacy>. Additionally, publicity will be conducted in accordance with Hornets' Privacy Policy, which can be viewed at http://www.nba.com/news/privacy_policy.html.

11. By participating in, or redeeming, this Promotion, each participant agrees: (i) to be bound by these Official Terms and Conditions and by all applicable laws and by the decisions of the NCEL, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Entities in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Entities 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 Promotion, including but not limited to any Promotion-related activity or element thereof, and the participant's registration, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Terms and Conditions or any Promotion 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 the tickets (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond the NCEL or the Hornets' 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 Entities' control, or as otherwise permitted in these Official Terms and Conditions, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (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 Entities or by an entrant, (j) interruption or inability to access the Promotion, any Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to any participant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (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 Entities, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof) or (p) the negligence or willful misconduct by entrant.

12. **CONSTRUCTION/DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of any individual or the Released Entities, shall be governed by, and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of North Carolina, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than North Carolina. The parties agree that all disputes arising out of or connected with these Terms and Conditions or the Promotion will be resolved individually, and without resort to class action.

13. **DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, INDIVIDUALS WHO PARTICIPATE IN THE PROMOTION AGREE THAT ANY TICKETS RECEIVED 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 TICKETS, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS AND CONDITIONS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NONE OF THE RELEASED ENTITIES ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE PROMOTION, EVEN IF FORESEEABLE OR EVEN IF THE RELEASED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **MISCELLANEOUS:** No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.