

SACRAMENTO KINGS "CAPITALIZE STARTUP" CONTEST OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **SPONSOR'S INFORMATION:** The Contest is sponsored by Sacramento Kings Limited Partnership, Sacramento Downtown Arena LLC, Sacramento Basketball Holdings LLC, and their affiliates, parents and subsidiaries, located at 500 J Street, 4th Floor, Sacramento, CA 95814, Sacramento Urban Technology Lab and its affiliates, parents, and subsidiaries, located at 915 I Street, 5th Floor, Sacramento, CA 95814, and 3Steps4ward located 6701 Koll Center Pkwy, Unity 250, Pleasanton, CA 94546 (each individually a "Sponsor" and collectively the "Sponsors").

2. **ELIGIBILITY:** This Contest is open only to legal residents of California who live within 75 miles of Golden 1 Center located at 500 David J Stern Walk, Sacramento, California, 95814, who are 18 years of age or older at the time of entry. Employees (and their immediate families or those living in the same household) of Sponsor, as defined above; the National Basketball Association and its Member Teams, NBA Properties, Inc., and their respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers and advertising, promotional and judging agencies are not eligible to enter or win.

3. **HOW TO ENTER:** Contest begins at 10 a.m. PT on March 29, 2021 and ends at 11:59 p.m. PT on April 5, 2021. You may enter this Contest via either the on-line or mail-in entry methods described below. Regardless of entry method you may enter only once. All entries must be received by 11:59 p.m. PT of the last day of the Contest, April 5, 2021, whether submitted on-line or mailed-in. Proof of depositing entry in mail is not considered proof of delivery or receipt. No photocopied or mechanically reproduced entries will be accepted. Illegible, incomplete and duplicate entries will be disqualified. Entries will not be accepted from post office boxes. All entries become the property of Sponsor and will not be returned.
 - a. **ON-LINE ENTRY METHOD:** Beginning on March 29, 2021, you may enter the Contest via the Internet by logging on to kings.com/capitalize and following the entry directions. You may be required to provide some or all of the following information: your name, age, address, city, state, zip code, telephone number, e-mail address, and business information. On-line entrant must be the registered subscriber of the e-mail account by which the entry is made. In the event of a dispute as to entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account (as specified by the Internet Service Provider) used to enter the Contest at the actual time of entry will be deemed to be the entrant. Entries made by any individual or any entity other than the named entrant and/or originating at any other Internet Website, including (but not limited to) commercial Contest subscription notification and/or entering service sites are void.
 - b. **MAIL-IN ENTRY METHOD:** Alternatively, you may enter the Contest by downloading and completing the online entry form found at kings.com/capitalize and mailing it in an envelope to: "Capitalize Startup" Contest, c/o Sacramento Kings, 500 J street, 4th Floor, Sacramento, CA 95814.

4. **PRIZES AND APPROXIMATE RETAIL VALUE:** There will be one (1) Prize awarded: One (1) Winner will receive a cash prize of Ten Thousand Dollars (\$10,000) and six (6) months of 3Steps4ward marketing services. The approximate total retail value (ARV) of the Prize is ten thousand dollars (\$40,000). Winner shall not be entitled to any additional prize, monetary or otherwise, not stated in these official rules, including but not limited to oral offers. All other expenses not specifically mentioned herein are not included in the prize.

All other expenses relating to acceptance of Prize not explicitly stated herein, including but not limited to taxes and transportation to and from the Golden 1 Center, are responsibility of Winner. Winner may receive less than 30 days' notice prior to event. If for any reason the Winner cannot attend the event on a date specified by the Sponsor, the Sponsor shall have no further obligation to the Winner. Certain restrictions may apply. Prize is non-transferable and no substitutions or cash equivalents will be allowed, except at the sole discretion of the Sponsor, who reserve the right to award prize of comparable or greater value. All details of prize not specified herein shall be determined solely by Sponsor. All attendees are required to sign a release of liability waiver prior to the event.

6. **JUDGING:** A total of eight (8) startups will be selected on or about April 15, 2021 by the Sponsor, whose decisions are final and binding in all matters relating to this Contest. The 16 startups will be selected based on the following criteria: Team Strength, Product-Market Fit, and Creativity.

On April 19, 2021, the 8 startups will have a brief virtual interview with a small panel of judges who will review their pitch deck and decide on 4 semi-finalists to advance to the next stage.

On May 2, 2021 the 4 finalists will be announced.

Between May 2, 2021 and May 9, 2021, fans can view each of the final pitch videos and vote by either, (1) filling out the voting form on the Capitalize webpage, or (2) via Twitter by including @SacramentoKings, #Capitalize2021, and the finalist company's Twitter handle in a tweet.

A voter must have a non-private Twitter account to vote in the Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter. By publishing a Tweet, each voter hereby grants permission for the Tweet, including the voter's Twitter handle to be posted on the Sponsor's social networks or other website for public view. By participating in the Contest, participant and voter specifically agrees to release Twitter from any and all liability associated with the Program. Use of Twitter will be subject to that service provider's privacy policy and terms of use. The Twitter privacy policy and terms of use are available at: <https://twitter.com/privacy/> and <https://twitter.com/tos/>. Due to the way Twitter operates its services, all relevant Tweets must be public in order for entry to be eligible.

The Winner will be chosen by Sponsor representatives, based on the contestant's pitch and the abovementioned criteria. If, the Sponsor representatives cannot select a clear Winner, resulting in a tie, then the Fan vote, via Twitter, will serve as a "tie-breaker."

The final Winner will be announced on May 9, 2021.

7. **PRIZE CONDITIONS:** No substitution for any prize will be permitted. If necessary due to unavailability of the Prize, a Prize of equal or greater value will be awarded at the discretion of Sponsor. Prize is not transferable, assignable or redeemable for cash. Winners will be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release at the time of the event. Failure to return all required documents in this time period may result in the Winner being disqualified and an alternate Winner selected. If a Prize notification is returned to Sponsor as undeliverable or if an entrant is found to be ineligible or declines acceptance of the Prize for any reason, an alternate Winner will be selected. By entering this Contest and/or accepting the Prize, Winner and entrants hereby consent (except where prohibited by law) to the reasonable use by Sponsor of the Winners' and entrants' photograph, voice, likeness and/or image, hometown address, contents of the entry form and the name and age of the Winners and entrants without any further compensation for any future promotional activity related to this Contest.
8. **ODDS OF WINNING:** Odds of winning a Prize depend on the total number of eligible entries received for the Contest and are equal regardless of method of entry.
9. **CONDUCT OF PARTICIPATION:** By entering the Contest, entrant affirms that he or she has read and agrees to abide by the Official Contest Rules and the decisions of the judges. Sponsor reserves the right to disqualify any entrant acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Contest or the website. The Contest is governed by the laws of the state of California and, by entering; all Winners and entrants hereby agree that any dispute relating to or arising from this Contest shall be filed in the federal, state and local courts located in Sacramento County, CA. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE RELATED TO SPONSOR OR THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
10. **LIMITATIONS OF LIABILITY:** THE SPONSOR; THE NATIONAL BASKETBALL ASSOCIATION AND ITS MEMBER TEAMS; NBA PROPERTIES, INC.; AND EACH OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, PARENT CORPORATIONS, AND THEIR RESPECTIVE OFFICERS,

DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE ENTRY INFORMATION, THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF ENTRIES; PRINTING OR OTHER ERRORS; AND ANY ENTRIES OR MAIL WHICH ARE LATE, LOST, DELAYED, INCOMPLETE, MISDIRECTED, STOLEN, MUTILATED, ILLEGIBLE, POSTAGE DUE OR ANY COMBINATION THEREOF. SPONSOR RESERVE THE RIGHT TO MODIFY, SUSPEND OR TERMINATE THE CONTEST IN THE EVENT THAT IT BECOMES NECESSARY DUE TO CIRCUMSTANCES BEYOND SPONSOR'S CONTROL. IN THE EVENT THE CONTEST IS TERMINATED EARLY, A PRIZE WINNER WILL BE SELECTED FROM ALL ELIGIBLE ENTRIES RECEIVED AT THE TIME OF TERMINATION.

11. **PARTICIPANT REPRESENTATIONS:** By entering this Contest, Contestants represent that they have not and will not engage in any fraud, criminal activity, misrepresentations, or any other activity that would result in civil or criminal liability with regards to the startup business. Contestants further represent that they own the intellectual property, and have the right to use any logos, marks or pictures included in any part of this Contest.
12. **RELEASE OF LIABILITY:** By participating, Winner and entrants agree to release, discharge, indemnify and hold harmless the Sponsor, the National Basketball Association and its Member Teams; NBA Properties, Inc.; and each of their respective affiliates, subsidiaries, parent corporations, and their officers, directors, employees, representatives and agents from and against any claims made by the Winner, entrants or any other third parties related in any way to the operation of this Contest, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in any Contest-related activity or participation in this Contest. Furthermore, by entering the Contest, each Winner agrees and consents, without further authorization, compensation or remuneration of any kind, to the Sponsor, the National Basketball Association and its Member Teams and NBA Properties, Inc. the right to the use of his or her name, likeness or photograph in any and all advertising, promotions and other publicity conducted carried out by the above parties. Prizes must be accepted as awarded and are non-transferable and cannot be exchanged for cash or otherwise.
13. **DISPUTES:** Except where prohibited, by participating, each Prize Winner and entrant further agrees that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) under no circumstances will any Prize Winner or entrant be permitted to obtain any punitive, incidental or consequential damages.
14. **WINNERS LIST:** For an Official Winners List (available after May 10, 2021) or a copy of these Official Rules, send a self-addressed, stamped envelope to: "Capitalize Startup" Contest - WINNERS - or - OFFICIAL RULES (please specify), c/o Sacramento Kings, 500 J Street, 4th Floor, Sacramento, CA 95814. All requests must be received by June 10, 2021.
15. **PRIVACY:** Any information an entrant submit to the Contest web page is subject to the privacy policy posted at nba.com/news/privacy_policy.html#priv11.
16. **QUESTIONS:** If you have any questions, please direct questions to capitalize@kings.com.

THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

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