

## **NBA VIRTUAL SEAT ACKNOWLEDGEMENT AND AUTHORIZATION FORM**

In connection with the opportunity to join the NBA virtual fan experience for the designated game(s) to take place in Orlando, Florida (the "Virtual Fan Experience"), I, on behalf of myself, my participant child or my ward (as applicable) (the "Participant"), and Participant's personal representatives, heirs, assigns, and next of kin, hereby acknowledges and agrees to the following:

1. **Trial Initiative.** Participant acknowledges that the Virtual Fan Experience is an initiative being launched by the National Basketball Association ("NBA") and NBA Properties, Inc. ("NBAP") in coordination with NBA member teams and their telecast and technology service providers and partners (collectively, the "NBA Entities") on a trial basis and, accordingly, Participant is not guaranteed or promised any participation in connection with, or any benefit or element as part of, the Virtual Fan Experience. Among other things, the Virtual Fan Experience, either in whole or with respect to Participant, may be discontinued or modified in the sole discretion of any of the NBA Entities at any time. Participant also acknowledges that the Virtual Fan Initiative may be sponsored by a third party (including Microsoft and a beer distributor) designated by the NBA or any NBA Entity in their sole discretion and that Participant's name, image and other attributes may be used in connection with, and alongside, such sponsor branding as part of the Virtual Fan Experience.

2. **Technology Requirements.** In order to participate in the Virtual Fan Experience, Participant will be required to use a computer or supported device that is capable of running the Microsoft Teams platform and agree to terms of service and other conditions required in connection with using the Microsoft Teams platform. Participant must also follow any directions provided by any applicable NBA Entity in order to participate in the Virtual Fan Experience. None of the NBA Entities or other Release Parties (as such term is defined below) provides any representation or warranty of any kind as to the Microsoft Team platform or the Virtual Fan Experience (including any functionality or element). Participant acknowledges that if his or her computer, device or internet service adversely affects or compromises the performance or appearance of the Virtual Fan Experience as determined solely by the NBA or other NBA Entity, then Participant's continued participation may be discontinued or prohibited.

3. If selected to be part of the Virtual Fan Experience and appear onscreen via a "Virtual Seat" at any NBA game and/or game telecast (an "Event"), Participant shall comply with the directions of any NBA Entity staff in connection with Participant's participation in the Virtual Fan Experience. Without limiting the foregoing, Participant acknowledges and agrees to comply with the conduct requirements set forth below. Participant acknowledges that his or her failure to comply with such directions or requirements may result in discontinuation of his or her participation in the Virtual Fan Experience, including during an Event and any future Event.

A. **Log-In Time.** Participant must login prior to the Event at a time communicated by any of the NBA Entities.

B. **One Fan Per Virtual Seat.** In order to achieve the best visual effect within the game venue and in telecasts and other content, no more than one person may appear onscreen in a Virtual Seat. Accordingly, the appearance of any individual other than Participant is prohibited, unless otherwise authorized by the NBA Entities.

C. **No Offensive or Obscene Behavior or Language.** Participant may not engage in any offensive or obscene behavior or language or any other inappropriate behavior or language as determined by any NBA Entity.

D. No Signs or Commercial or Inappropriate Messaging. Participants will not be permitted to display signs or other items of any kind, or wear any apparel that promotes any commercial third party or includes any inappropriate messaging, in any case as determined by the NBA or any other NBA Entity, other than tee shirts or items duly provided by an NBA Entity.

E. Participation throughout the Event. Given the unique opportunity, Participant is expected to participate and appear on his or her screen throughout the duration of the Event. Any extended absence from the screen may result in his or her Virtual Seat being reassigned to a replacement participant or otherwise discontinued.

F. No Transmission of Video or Game Data or Other Content. Participant agrees not to transmit, distribute, misappropriate or sell (or aid in transmitting, distributing, misappropriating or selling), in any media now or hereafter existing, any description, account (whether text, data or visual, and including, without limitation, play-by-play data), picture, video, audio or other form of exploitation or reproduction of the Event, the Virtual Fan Experience or any surrounding activities (in whole or in part).

G. Other Requirements. The NBA Entities may impose additional requirements or standards on fans that are assigned Virtual Seats as circumstances warrant or that such NBA Entity deems appropriate.

4. Participant (and Participant's personal representatives, heirs, assigns, and next of kin) agrees that Participant's acts, poses, words and performances in connection with the Event and as part of the Virtual Fan Experience will be in good taste and will not reflect negatively on the image, reputation or business of the NBA Entities, and grants full permission to each of the NBA Entities, and each of their designees, agents and licensees, with no obligation to compensate Participant, to utilize Participant's name, voice, statements, image, likeness, biographical data and/or actions in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction (or any derivative works thereof) made of, prior to, during, or after the Event in any medium, whether now known or hereafter created, or context (collectively, the "Materials"), without further authorization or compensation, and represents that Participant has the right to grant such permission, and agrees that personal information may be shared with third parties in connection with implementing the Event and the Virtual Fan Experience (e.g., administrative and age-verification).

5. Participant hereby releases and holds the NBA Entities and any sponsor of the Virtual Fan Experience and each of any of their respective affiliates, administrators, designees, licensees, agents, officers, directors and employees (collectively, the "Released Parties") harmless from and against any and all claims or liabilities of any kind arising out of or in connection with Participant's statements or actions in the Materials, the making or the use of the Materials or the use of Participant's name, likeness, biography or any of the materials provided by Participant to any of the Released Entities in connection with the Events or otherwise. Furthermore, Participant understands that Participant will not receive any monetary compensation of any kind in connection with any use of the Materials or other rights granted by Participant hereunder.

Participant expressly agrees that (a) this ACKNOWLEDGEMENT AND AUTHORIZATION is governed by the laws of the State of New York, USA, and is intended to be as broad and inclusive as is permitted by New York law, and that if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect; and (b) for the purposes of any action or proceeding arising out of or related to this ACKNOWLEDGEMENT AND AUTHORIZATION, Participant (or guardian if Participant

is under 18) expressly submits to the exclusive jurisdiction of all federal and state courts located in the State of New York.

PARTICIPANT (OR GUARDIAN IF PARTICIPANT IS UNDER 18) HAS READ AND, BY CHECKING THE BOX PROVIDED, VOLUNTARILY AGREES TO THIS ACKNOWLEDGEMENT AND AUTHORIZATION, understands its terms, including that Participant is hereby giving up substantial legal rights, and further agrees that no oral representations, statements or inducement contrary to anything contained herein have been made by NBAP or any of its employees or agents or any of the other NBA Entities.

This ACKNOWLEDGEMENT AND AUTHORIZATION may be executed and delivered by electronic means.