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RULES AND TERMS

NBA Hackathon 2018 (“Contest”) – Rules

This document serves as the official rules for the 2018 NBA Hackathon (“Hackathon”). Please see below for eligibility rules, event rules, judging rules, and prize rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

BINDING AGREEMENT: In order to enter the Contest, you must agree to these Official Rules (“Rules”). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules

unless you agree to these Rules. These Rules form a binding legal agreement between you and the National Basketball Association (“NBA”) with respect to the Contest.

Eligibility

The Hackathon is open to individuals who, when their application is received:

1. Are eighteen years or older;
2. Are either i) full-time or part-time undergraduate or graduate students, who are actively participating in a degree-seeking program at an accredited university in the United States or Canada (excluding Quebec), or ii) graduated from an undergraduate or graduate program at an accredited university and currently reside in the United States or Canada (excluding Quebec);
3. Are either i) a legal permanent resident of the (50) United States, the District of Columbia, or Canada (excluding Quebec), or ii) an International student currently enrolled in a University in the United States or Canada (excluding Quebec) at time of entry and prize award.

Employees, officers, directors, representatives and agents of the National Basketball Association (“Sponsor”), NBA Media Ventures, LLC, NBA Properties, Inc. (“NBAP”), and its member teams, and each of their respective parent companies, subsidiaries, affiliates, officers, governors, owners, distributors, retailers, advertising/promotion agencies and teamDigital Promotions, Inc. (“tD”) (collectively, “Released Parties”), and the immediate family members (parent, spouse, sibling or child and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not related, are not eligible to participate or win a prize. Contest is void in Quebec and where prohibited by law. Applicants who do not fulfill the above eligibility requirements, will not be eligible to participate in the Hackathon.

Please note, at the event there will be personnel verifying the age of participants. Participation in the Hackathon constitutes each individual's full and unconditional agreement to and acceptance of the Rules of the Hackathon.

Application Period and Details

The Application Period begins at 5:00:00 P.M. Eastern Time (ET) on Thursday, June 7, 2018 ("Application Period"). Applicants must complete the online application form available at hackathon.nba.com/apply/ in accordance with the instructions provided.

The registrants and their respective team with the best applications as evaluated by Contest organizers and judges will be invited to participate in the Hackathon. Accepted applicants will be contacted by the NBA via the email address provided on the respective application for logistics and next steps.

Contest Period: The Contest begins at 8:00:00 A.M. Eastern Time (ET) on September 22, 2018 and ends at 8:00:00 P.M. ET on September 22, 2018 ("Contest Period"). The event period, which includes event programming, presentations, and judging, will last until 8:00 P.M. on September 22, 2018.

Individual and Team Participation

Applicants have the option of applying either as an individual or in groups of up to four (4) people (collectively "Teams"). Participants must compete in the team that was named on their registration form and originally accepted. Individual applicants will be grouped with other individual applicants by the Hackathon organizers to form teams of 2-4 people. There will be no switching teams. The organizers of the Hackathon are not responsible for resolving any disputes

between team members. Participants are responsible for making their own travel and accommodation arrangements and for covering all associated costs and expenses, including travel to/from the venue and meals not provided by Sponsor at the Hackathon. Teams should arrive no later than 8:00 AM at the venue for the event. The entire duration of the event will occur at the venue. Breakfast, lunch, and dinner will be served on September 22. All meal times and meal choices will be determined by the Sponsor in its sole discretion.

Competitor Tracks

Applicants must apply to both of the competitive categories ("tracks"). The two tracks are Basketball Analytics and Business Analytics. Participants will complete application questions related to both tracks and if selected to proceed to Stage II (defined below), they will be placed in either the basketball or business track. The applicant's placement into a specific track is based on the sole discretion of the NBA. There will be no switching of tracks after assignment, and there will be no possibility of participating in both tracks at the event. All members of a team must compete in the same track and focus towards the same solution.

Hackathon Event Rules

1. There will be three stages of the hackathon. In Stage I, applicants will be required to submit an application where they answer algorithmically solvable questions. Stage II will be a virtual hackathon where select applicants will be provided data and given the opportunity to pose open-ended questions that are within the guidelines provided by the NBA. These applicants will provide an abstract of their final project to the NBA by August 1st, 2018. The NBA will approve ten teams per track to participate in the Hackathon Event in person, on September 22, 2018. Stage III will be the

live, in-person event on September 22, 2018. It will consist of a two hour, in-person, “sprint” project, and a presentation of their Stage II project.

2. Each participant must supply his/her own laptop and any other technology.
3. All work must be original. Code used during the Hackathon must be written during the designated Contest Period. Each submission (“Submission”) must be original, of the respective team and team members, and must be their own creation and newly written during the Hackathon and must not have been entered in any other competition or program similar to the Hackathon.
 - “Newly written” means that team members cannot in any way copy software code that already previously exists, and submit it as part of a submission. Submissions may be subject to a due diligence review at any time for eligibility and compliance with these Terms. Determination of eligibility and compliance is at the sole discretion of the judges and Hackathon organizers. Teams will be disqualified if they do not comply with these Terms.
 - To the extent that your project utilizes external resources (code-based, IP, or otherwise), all references must be included in the final submission write-up.
4. We ask that you please do not use any pre-written proprietary programs or code. All software used by participants must be publicly and widely available (e.g. R, Python). Please reach out to the Hackathon organizing team with any questions.
5. All entries, limited to one (1) entry per Team will be judged based on the Judging criteria outlined below to determine Three (3) Team finalists for both tracks (for a total of six (6) finalists).
6. Beginning at approximately 5:00 PM ET on September 22, 2018, all Teams will present. The judges will select the order of the top (3) Team’s, in both tracks, based on the Judging criteria outlined below. The order of the (3) Team’s, in both tracks, will be announced at approximately 7:00 PM ET on September 22, 2018 and will receive the Prizes outlined below.

7. By participating in the Hackathon, you agree that all Submissions in their entirety, including, but not limited to, intellectual property ("IP"), including patents, including without limitation all systems and processes, including belief propagation systems, copyrights, including without limitation all application program interfaces, and all other forms of intellectual property, right, title, source code, and methodologies will become property of and hereby assign the foregoing to NBAP without further consideration. You also agree to abide by the above principles in the acceptance of any prize including in connection with the attendance of any NBA game in fulfillment of any prizing.
8. By participating in the Hackathon, you acknowledge that the competition period is from approximately 10:00 AM on September 22, 2018, until 4:00 PM on September 22, 2018, and that the event period is from 8:00 AM on September 22, 2018, until 8:00 PM on September 22, 2018. You acknowledge that you will cover the cost of any and all transportation and lodging necessary for the event. You acknowledge that, in the event of being selected as a finalist, absence for the presentation portion of the event results in immediate disqualification at the discretion of the Hackathon organizers.
9. By participating in the Hackathon, you agree not to publicly disclose, post, or otherwise publish any Submission, or any of the data provided by the Sponsor, in part or in full – whether literally and/or its equivalent, in any media, including, but not limited to any periodical, newspaper, magazine, journal, website and/or social media platform, without the prior written consent of the Sponsor, which reserves the exclusive right to make such decision.
10. Have fun and network with your fellow hackers!

Judging Criteria

Three (3) finalists from each track will be selected based on the following criteria. Criteria are subject to change on the discretion of the judges and specific to each of the competition tracks:

1. Originality and creativity of analysis – 25%
2. Strategic and practical implementation – 25%
3. Code/analysis scalability and organization – 25%
4. Effective communication and summary of results – 25%

The top three (3) award winners from each track will be judged from the finalists based on the following criteria:

1. Project originality – 25%
2. Strategic and practical implementation – 25%
3. Cohesive communication of presentation material – 25%
4. Cleanliness and clarity of visual aid(s) – 25%

Submission Guidelines

For security and competitive reasons, individualized solution submission credentials will be distributed upon arrival.

Prizes

The three finalist teams from each track (for a total of six finalists), as decided on by our panel of judges, will receive prizes dependent on each finalist's ranking by the judges. The prizes, listed below, are final and non-transferable by the winner. If you accept a prize, you will be solely responsible for all applicable taxes (if any) related to such prize. Odds of winning any prize depend on the number of eligible entries received and the skill of the entrants. No transfer or substitution of prizes, except at the sole discretion of Sponsor.

First Place:

- Lunch at NBA league office with NBA staff including Commissioner Adam Silver (staff, date and time specified by the Sponsor), up to a value of \$125 per person.
- Tickets to one (1) NBA game (one (1) ticket per each team member with value up to \$200) to one (1) NBA arena collectively chosen by the team (Note: Based on the arena chosen, the NBA will provide a list of games for the Team to choose from)
- \$1,000 gift card to the NBA Store for the entire team (1 gift card)
- NBA Branded Beagle 2.0 Product (one product for each team member)

Approximate Retail Value ("ARV") of each First Place Prize: \$2,670.00

Second Place:

- Tickets to one (1) NBA game (one (1) ticket per each team member with value up to \$200) to one (1) NBA arena collectively chosen by the team (Note: Based on the arena chosen, the NBA will provide a list of games for the Team to choose from)
- \$400 gift card to the NBA Store for the entire team (1 gift card)
- NBA Branded Beagle 2.0 Product (one product for each team member)

ARV of each Second Place Prize: \$1,565.00

Third Place:

- \$400 gift card to the NBA Store for the entire team (1 gift card)
- NBA Branded Beagle 2.0 Product (one product for each team member)

ARV of each Third Place Prize: \$765.00

All NBA league office prizing will be at the NBA headquarters in New York City on a date and time specified by the Sponsor.

Gift Cards are subject to issuer's terms and conditions. Travel to and from NBA Game/Event, accommodations, and related expenses are not included in prize and is each winner's sole responsibility. Tickets are subject to terms and conditions specified thereon. Exact seat locations at games to be determined by Sponsor in its sole discretion. Each team must comply with arena rules and regulations. Failure to do so may result in forfeiture of applicable prize element. All prize details are at Sponsor's sole discretion.

Total

Total approximate retail value of all prizes equal \$10,000.

Code of Conduct at the Hackathon

The NBA is an organization built on integrity and strong moral beliefs. The NBA is committed to providing a safe and welcoming space, without regard to age, gender, race, ethnicity, nationality, sexual orientation, gender identity, gender expression, mental or physical disability, physical appearance, neuro(a)typicality, religion, level of knowledge, level of experience, parental status, marital status, socioeconomic status or background, political affiliation, or any other attribute. The participants of this event are expected to act with the utmost respect for their teammates and competitors and should not show any unwelcome or hostile behavior towards another person for any reason. This includes, but is not limited to, offensive verbal comments related to personal characteristics or choices, sexual images or comments, deliberate intimidation, bullying, stalking, following, harassing photography or recording, sustained disruption of discussion or events, nonconsensual publication of private comments, inappropriate physical contact, or unwelcome sexual attention. Conduct need not be intentional to be harassment. Conduct such as this will not be tolerated at this event and will serve as grounds for removal from the event.

Intellectual Property Rights

The entrant(s) warrants and represents that any programming and related materials used in the Application and/or Submission solution are original and/or, if open source, not subject to any restrictions to be included in the Submission and/or participation in this Hackathon per the relevant open source license and not subject to the proprietary rights of any person or entity.

General Conditions

All federal, state, and local laws and regulations apply. Sponsor reserves the right to disqualify any entrant from the Contest if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Sponsor, or the Judges.

Right of Publicity

By accepting a prize, entrant agrees to Sponsor and Released Parties use of his or her name and/or likeness and any materials the he/she/they have submitted for advertising and promotional purposes without additional compensation and/or permission in perpetuity throughout the world, unless prohibited by law.

Warranty and Indemnity

Participants warrant that any materials submitted in this Contest/Application process are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted materials and that they have the right to submit the materials in the Contest and grant all required licenses. Each

entrant agrees not to submit any materials that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state, federal, local or provincial law. To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Released Parties at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Released Parties from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any Submission or solution or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the venue ("Contest Site"); (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

Elimination

Any false information provided within the context of the Contest by any entrant concerning identity, mailing address, telephone number, email address,

ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

Internet

Released Parties are not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed submissions or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.

Right to Cancel, Modify, or Disqualify

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.

Not an Offer or Contract of Employment

Under no circumstances shall the submission of an Application or Solution into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment and/or an independent contractor relationship with either Sponsor, or the Released Parties. You acknowledge that you have submitted your Application or Solution voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsor or the Released Parties and that no such relationship is established by your submission of an Application or Solution under these Rules.

Arbitration

Except where prohibited by law, as a condition of participating in this Contest , participant agrees that at the sole and exclusive discretion of Sponsor/NBAP that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held in New York County, New York; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and participant further waives all rights to have damages multiplied or increased.

Choice of Law

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA.

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