CITY NATIONAL BANK ORLANDO MAGIC SPOTLIGHT ON SMALL BUSINESS OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES OR PARTICIPATE IN THE CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES BEGINS AT 12:01 AM (EST) ON SEPTEMBER 1, 2023 AND ENDS AT 11:59 PM (EST) ON FEBRUARY 29, 2024 ("SWEEPSTAKES PERIOD"). CONTEST WILL TAKE PLACE AROUND MARCH 15, 2024 ("CONTEST PERIOD"). COLLECTIVELY THE SWEEPSTAKES PERIOD AND THE CONTEST PERIOD SHALL BE REFFERED TO AS THE "PROMOTIONAL PERIOD".

- 1. HOW TO ENTER SWEEPSTAKES FOR A CHANCE TO PARTICIPATE IN THE CONTEST: There are two (2) ways to enter the sweepstakes (the "Sweepstakes") to win a chance to participate in the contest described in paragraphs 7-10 below (the "Contest"):
- (1) <u>Online</u>. During the Sweepstakes Period, visit the Sweepstakes entry page located at <u>www.orlandomagic.com/SpotlightOnSmallBusiness</u> (the "Website"). The Website will contain a description of the Sweepstakes and the official entry form. Complete the official Sweepstakes entry form and click on "submit" (an "Online Entry").
- (2) <u>Postcard</u>. Print your Small Business name, Contact name, address, telephone number, and number of employees on a 3" X 5" piece of paper and send completed Sweepstakes entry to: City National Bank/Orlando Magic Spotlight on Small Business, 400 West Church Street, Suite 250, Orlando, FL 32801 (a "Postcard Entry").

All Online Entries must be received by 11:59 PM (EST) on February 29, 2024 to be eligible to win the Sweepstakes prizes described in paragraph 3 below. All Postcard Entries must be postmarked by 11:59 PM (EST) on February 29, 2024 to be eligible to win the Sweepstakes prizes described in paragraph 3 below. No mechanically reproduced entries or illegible, incomplete, forged or altered entries will be accepted. The Sponsors (as defined in paragraph 14) are not responsible for: (i) late, lost, stolen, damaged, garbled, delayed, postage due, misaddressed, or misdirected entries or mail; (ii) technical, hardware or software malfunctions, lost or unavailable network or internet connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes; (iii) the incorrect or inaccurate capture of information whether caused by Website users, tampering, hacking or by any equipment or programming associated with or used in the Sweepstakes; (iv) errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Sweepstakes; (v) theft, loss, or destruction of, or damage to, an Online Entry or Postcard Entry, in whole or in part; (vi) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in an entrant's e-mail account to receive e-mail messages; and (vii) any other factors beyond the reasonable control of the Sponsors. Each entrant assumes all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Online Entry or Postcard Entry. Each entry must be mailed or submitted separately. Additional entries received from any such business or e-mail address thereafter will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other

automated means or similar entry methods or agents (including, but not limited to, contestentry services or multiple or different e-mail addresses, or the submission of false contact information under multiple or different e-mail addresses, identities, registrations, accounts or logins) or any other devices or artifices to enter or encourage, directly or indirectly, multiple or false entries are prohibited and suspected or detected entry method violations may void some or all entries submitted by that entrant, in Sponsor's sole discretion. No group submissions will be accepted. All entries become the exclusive property of the Sponsors and will not be returned.

2. Timing: The Sweepstakes shall occur during the Sweepstakes Period and consists of six (6) entry periods (each an "Entry Period"). Sponsor's servers will be the official time-keeping device for the Sweepstakes.

The Sweepstakes consists of six (6) Sweepstakes Entry Periods as outlined in the chart below.

Sweepstakes	Start Date	End Date	Approximate Notification Date
Period 1	September 1, 2023 at 12:01 AM EST	September 29, 2023 at 11:59 PM EST	October 13, 2023
Period 2	October 1, 2023 at 12:01 AM EST	October 31, 2023 at 11:59 PM EST	November 10, 2023
Period 3	November 1, 2023 at 12:01 AM EST	November 30, 2023 at 11:59 PM EST	December 15, 2023
Period 4	December 1, 2023 at 12:01 AM EST	December 29, 2023 at 11:59 PM EST	January 12, 2024
Period 5	January 1, 2024 at 12:01 AM EST	January 31, 2024 at 11:59 PM EST	February 9, 2024
Period 6	February 1, 2024 at 12:01 AM EST	February 29, 2024 at 11:59 PM EST	March 8, 2024

3. SWEEPSTAKES PRIZES AND ODDS: Six (6) First Prizes: recognition highlighting all of the First Prize winners as the City National Bank Small Business of the Month in one (1) Magic Monthly eNewsletter and on one (1) Orlando Magic social media outlet (such outlet to be determined by the Magic in its sole discretion), the opportunity to conduct a display at Fan Fest during one (1) regular season Orlando Magic Home Game, up to one (1) minute of Mid-level LED exposure and one (1) rotation on Path of Travel signage during one (1) regular season Orlando Magic Home Game, a total of ten (10):30 radio spots during select Orlando Magic Home Games, two (2) tickets to one (1) future regular season Orlando Magic Home Game with one (1) pregame on-court photograph opportunity, and one (1) Orlando Magic Jersey with the First Prize winner's company name with a total approximate retail value of nine thousand dollars (\$9,000.00) for each First Prize. The odds of winning are determined by the number of eligible Sweepstakes entries received. All Sweepstakes prizes will be awarded (assuming sufficient number of eligible Sweepstakes entries). Limit one (1) Sweepstakes prize per business. Sponsors retain the right to

substitute prizes of equal or greater value when necessary. Any difference between the stated value and actual value will not be awarded.

- 4. **ELIGIBILITY**: The Sweepstakes is open only to small businesses ("Small Business" as defined below) that are located in Florida whose offices reside within one hundred and fifty (150) miles of Orlando, Florida (but not within seventy-five (75) miles of Miami, Florida) (the "Promotion Area"). A "Small Business" must be currently active, lawful, have all necessary and required licenses and registrations, and have no less than five (5) and no more than fifty (50) full-time permanent employees as of the start of the Sweepstakes. A "Small Business" may not operate or advertise in the same industry category as one of the Orlando Magic's exclusive sponsors or be in an advertising category prohibited by NBA rules. Void outside the Promotion Area and where prohibited. An owner or an employee who has express permission from an owner and is at least eighteen (18) years old may submit the entry materials on behalf of the Small Business; the Small Business, however, is the entrant. Employees of Sponsors, Amway Center, RDV Sports, Inc., the National Basketball Association ("NBA") and its Member Teams, NBA Properties, Inc. and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Proof of eligibility may be required.
- 5. SELECTION OF SWEEPSTAKES WINNERS: Winners of the Sweepstakes ("Sweepstakes Winners") will be determined from among all eligible Sweepstakes entries received, by a random drawing to be conducted on or around (i) October 12, 2023; (ii) November 9, 2023; (iii) December 14, 2023; (iv) January 11, 2024; (v) February 8, 2024; and (vi) March 7, 2024 by a representative of the Orlando Magic, whose decisions are final on all matters relating to the Sweepstakes. Sweepstakes Winners will be notified by email and/or phone.

The Sweepstakes prizes are not redeemable for cash and may not be transferred or substituted. If by reason of a printing or other error, more Sweepstakes prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of Sweepstakes prizes available in the Sweepstakes prize category in question. No more than the advertised number of Sweepstakes prizes will be awarded.

6. VERIFICATION OF SWEEPSTAKES WINNERS AND DELIVERY OF SWEEPSTAKES PRIZES: Sweepstakes Winners may be required to sign an Affidavit of Eligibility and Liability Release and, where permitted, a Publicity Release. Sweepstakes prizes may be awarded to alternate winners selected randomly from other eligible Sweepstakes entries if, with respect to any Sweepstakes Winner: (i) Affidavit/Release is not returned within five (5) days after sending to Sweepstakes Winner; (ii) Sweepstakes Winner fails to meet the eligibility requirements set forth in paragraph 4; (iii) the Sweepstakes prize notification letter or Sweepstakes prize is returned as undeliverable; (iv) two (2) attempts to contact Sweepstakes Winner by phone and/or email account are unsuccessful; or (v) Sweepstakes Winner declines the prize.

- 7. CONTEST DATE AND SELECTION OF FINALIST: In order to take part in the Contest, the contestant must be one of the six (6) First Prize Sweepstakes Winners. The Contest may occur at the Amway Center in Orlando, Florida, on or around March 15, 2024 in the form of a panel interview. Failure to attend the panel interview, for whatever reason, by a Sweepstakes Winner will automatically disqualify such Sweepstakes Winner from the Contest.
- **8. CONTEST PRIZE:** One (1) "Grand Prize": four (4) tickets to one (1) future regular season Orlando Magic Home Game, one (1) pre- or in-game MagicTV highlight of the contestant's company and one (1) innovation lab session with the Orlando Magic with an approximate retail value of seven thousand five hundred dollars (\$7,500.00). Sponsors retain the right to substitute prizes of equal or greater value when necessary. Any difference between the stated value and actual value will not be awarded.
- 9. SELECTION OF CONTEST WINNER: In order to win, a contestant must take part in a scheduled panel interview in which contestant will be asked a series of questions. Contestants will be judged based on answers given by contestants during the panel interview and will be provided a score from 1-20 in each of the following criteria which will receive the weighting noted in parenthesis: Twenty-Five Percent (25%) for overall business performance, Twenty-Five Percent (25%) for business' commitment to its employees' safety, Twenty-Five Percent (25%) for the business' commitment to the health of its employees, and Twenty-Five Percent (25%) for the business' community engagement. The winner of the Contest ("Contest Winner") will be determined by one or more representatives of the Sponsors, whose decisions are final on all matters relating to this Contest. Contest Winner will be notified upon the conclusion of the Contest. In the event of a tie, the winner of the Contest will be selected by asking the contestants trivia questions about the Orlando Magic. The winner will be the contestant who can answer more trivia questions about the Orlando Magic than the other tiebreaker contestant in a one (1) minute period of time.

The Contest prize is not redeemable for cash and may not be transferred or substituted. No more than the advertised prize will be awarded.

10. VERIFICATION OF CONTEST WINNER AND DELIVERY OF CONTEST PRIZE: Contest Winner may be required to sign an Affidavit of Eligibility and Liability Release and, where permitted, a Publicity Release. The Contest prize may be awarded to the runner up of the Contest if: (i) a required Affidavit/Release is not returned within five (5) days after sending to Contest Winner; (ii) Contest Winner fails to meet the eligibility requirements set forth in paragraph 4; or (iii) Contest Winner declines the prize.

11. DISPUTE RESOLUTION

(a) <u>Informal Dispute Resolution</u>. Prior to filing any arbitration proceeding pursuant to paragraph 11(b) hereof, the party intending to file such a proceeding shall notify the other party in writing of the existence and the nature of the dispute. The parties each agree that within ten (10) business days of the other party's receipt of such notice, a representative of each party shall meet in-person for a minimum of one (1) eight (8) hour day, or such shorter period of time if the dispute is more quickly resolved, in Orlando, Florida in order to attempt to amicably resolve the dispute.

If such informal dispute resolution attempts prove to be unsuccessful, the notifying party may initiate the dispute resolution procedures available as set forth herein. Each party shall bear its own costs associated with the meeting and in no event shall either party be liable to the other for any costs or expenses incurred as a result of such meeting.

- (b) <u>Arbitration</u>. Except as provided in paragraph 11(c) with respect to injunctive proceedings, and paragraph 11(a) with respect to informal dispute resolution, all controversies, disputes or claims arising between the parties arising out of or related to this promotion shall be submitted promptly for arbitration to be conducted in Orlando, Florida, and administered by the American Arbitration Association. Such arbitration proceedings shall be resolved by a single arbitrator selected by mutual agreement of the parties. If the parties are unable to agree on the appointment of the arbitrator to resolve the dispute within thirty (30) days from the date when the request for arbitration initially has been communicated to the other party, such appointment shall be made by the American Arbitration Association. The arbitrator shall have the right to award or include in the award any relief deemed proper under the circumstances, including attorneys' fees and costs incurred by the prevailing party. The award and decision of the arbitrators shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction. The parties waive any right to contest the validity or enforceability of such award.
- (c) <u>Injunctive Relief</u>. The parties acknowledge that violation of these Official Rules would cause irreparable harm that would not be adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief will be available to prevent any actual or threatened violation of such provisions.
- **GENERAL:** This promotion is void where prohibited or restricted by law and is subject **12.** to all applicable federal, state and local laws and regulations. This promotion shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida, including all matters of construction, validity and performance, without giving effect to its conflict of laws provisions. Taxes and fees, if any, are the sole responsibility of the Sweepstakes Winners and/or Contest Winner, whichever the case may be. A Sweepstakes Winner or Contest Winner may be required to sign an IRS form 1099 or the equivalent. By participating in this promotion, each entrant and/or contestant ("Participant") accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges and/or representatives of the Sponsors, and warrants that he or she is eligible to participate in the Sweepstakes and/or Contest. Sponsors reserve the right, in their sole discretion, to disqualify any Participant from this Sweepstakes and/or Contest, and/or any other promotion conducted now or in the future by Sponsors, Amway Center, RDV Sports, Inc., the NBA and its Member Teams, NBA Properties, Inc. and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents (together, the "Indemnified Parties"), if such Participant tampers with the entry process or if such Participant's fraud or misconduct affects the integrity of the Sweepstakes and/or Contest. Sponsors reserve the right to cancel, terminate or modify the Sweepstakes and/or Contest should any virus, bug, tampering, technical failure, unauthorized human intervention or other cause beyond Sponsors' control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes and/or Contest. The Sponsors are not liable to a winner or to any other person for failure to supply the prizes described herein (or any part

thereof) by reason of such prizes (or any portion thereof) becoming unavailable or impracticable to award for reasons beyond the reasonable control of the Sponsors, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause beyond the reasonable control of the Sponsors. Each Participant agrees to hold harmless and indemnify the Indemnified Parties from any and all liability, loss or damages or causes of action arising from or in connection with such Participant's participation in the Sweepstakes and/or Contest, or Participant's receipt or use of the prizes awarded in the Sweepstakes and/or Contest. Each Participant agrees to the use of his or her name, likeness, biographical data, and/or voice in any and all advertising, promotions, and other publicity conducted by the Indemnified Parties in any medium without additional authorization, compensation or remuneration to the extent permitted by law. The Sponsors are responsible only for delivery of the prizes described herein, and not for use, utility, quality or otherwise.

- **13. WINNERS' LIST:** To obtain the names of Sweepstakes Winners and/or Contest Winner, send a self-addressed, stamped envelope to: City National Bank Orlando Magic Spotlight on Small Business, 400 West Church Street, Suite 250, Orlando, FL 32801. Requests must be received by March 15, 2024. The list of names will be sent after selection of the Sweepstakes Winners and/or Contest Winner.
- **14. SPONSORS:** City National Bank of Florida, 100 SE 2nd Street, 16th Floor, Miami, FL 33131; Orlando Magic, Ltd., 400 West Church Street, Suite 250, Orlando, FL 32801; and Orlando Events Center Enterprises, LLC, 400 West Church Street, Suite 250, Orlando, FL 32801 (collectively, the "Sponsors").