

**Kia America, Inc. / LA Clippers “Slam Dunk Deal” Ticket Offer
TERMS AND CONDITIONS**

TICKETS ARE AVAILABLE WHILE SUPPLIES LAST. VOID WHERE PROHIBITED BY LAW.

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE
ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**INDIVIDUALS MUST MENTION OFFER TO DEALER REPRESENTATIVE AT TIME OF VEHICLE
LEASE/PURCHASE IN ORDER TO RECEIVE THE TICKETS.**

**OFFER BEGINS AT 12:00 AM (PACIFIC TIME) ON DECEMBER 4, 2023 AND ENDS AT 11:59:59 PM (PACIFIC
TIME) ON JANUARY 29, 2024 (“OFFER PERIOD”).**

The Kia America, Inc. / LA Clippers “Slam Dunk Deal” Ticket Offer (the “Offer”) is a limited-time and while-supplies-last offer. The Offer is sponsored by Kia America, Inc. (“KUS”), 111 Peters Canyon Road, Irvine, CA 92606 and the LA Clippers LLC d/b/a LA Clippers, (“Clippers”), 1212 South Flower Street, 5th Floor, Los Angeles, CA 90015 (collectively, the “Offer Entities”). Receipt of tickets may require participants to sign Offer Entities-issued paperwork.

- 1. HOW TO QUALIFY:** To qualify for the Offer, **eligible individuals must (a) mention the Offer to a Kia dealer representative and (b) complete a lease or purchase of a new Kia brand vehicle (2023 or 2024 models only) (“New Kia Vehicle”)** at one (1) of the twenty-three (23) participating Southern California Kia dealerships designated below (“Participating Southern California Kia Dealers”) during the Offer Period. Each eligible individual that satisfies the Offer requirements will receive a code redeemable for two (2) tickets to one (1) Offer Entities-selected 2023-24 Clippers regular season home game, while supplies last. Redemption of the Offer is expressly conditioned upon acceptance of all “Terms and Conditions”. Void where prohibited by law.

2. Participating Southern California Kia Dealers:

Kia of Alhambra	1247 W. Main St.	Alhambra	CA	91801
Kia of Cerritos	18201 Studebaker Road	Cerritos	CA	90703
Covina Valley Kia	626 S. Citrus Ave.	Covina	CA	91723
Valley Kia	16272 S. Highland Ave.	Fontana	CA	92336
Garden Grove Kia	13731 Harbor Blvd.	Garden Grove	CA	92843
Car Pros Kia Glendale	400 S. Brand Blvd.	Glendale	CA	91204
Car Pros Kia, Huntington Beach	18835 Beach Blvd.	Huntington Beach	CA	92648
Kia of Irvine	45 Oldfield	Irvine	CA	92618
Kia Downtown Los Angeles	1945 S. Figueroa St.	Los Angeles	CA	90007
Kia of Carson	22020 Recreation Road	Carson	CA	90745
Citrus Kia	1350 S. Woodruff Way	Ontario	CA	91761
Car Pros Kia Moreno Valley	12840 Auto Mall Drive	Moreno Valley	CA	92555
Rally Kia	438 Auto Vista Drive	Palmdale	CA	93551
Perris Valley Kia	707 E. 4th St.	Perris	CA	92570
Pomona Kia	8 Rio Rancho Road	Pomona	CA	91766
Riverside Kia	8100 Auto Dr.	Riverside	CA	92504
Allstar Kia	735 Showcase Dr. North	San Bernardino	CA	92408
Van Nuys Kia	6115 Van Nuys Blvd.	Van Nuys	CA	91401
First Kia	2081 First St.	Simi Valley	CA	93065
DCH Kia of Temecula	26799 Ynez Road	Temecula	CA	92591
Kirby Kia of Ventura	6424 Auto Center Dr.	Ventura	CA	93003
Kia of Valencia	24095 Creekside Road	Santa Clarita	CA	91355
Mission Viejo Kia	28802 Marguerite Pkwy	Mission Viejo	CA	92692

- 3. TICKETS:** With a qualifying lease or purchase of a New Kia Vehicle at a Participating Southern California Kia Dealer during the Offer Period and a mention of this Offer, the Kia Dealership’s representative will distribute, subject to availability, vouchers with instructions about how to claim two (2) tickets to one (1) Offer Entities-

selected 2023-24 Clippers regular season home game, while supplies last, to eligible individuals. Promotion is valid while supplies last. Limit one ticket package per family or household. Tickets must be redeemed within 24 hours of the lease/purchase and participants must follow the following instructions that will be given to them via vouchers handed out by the Participating Southern California Kia Dealers.

Redemption instructions:

1. Visit to www.clippers.com/slamdunkdeal;
2. Enter all requested information on the entry form, including the unique code included listed below;
3. Select your preferred game date;
4. Submit entry form;
5. Download the AXS app and create AXS Ticket account using the same email address you used on the entry form;
6. Tickets will be sent in advance of game. You will receive an email when they become available in the AXS App.

The Offer Entities make no promises or representations regarding the location of the seats of the tickets in Crypto.com Arena or which regular season home game to which they will receive tickets. Additionally, the Offer is subject to all of the terms and conditions set forth on the tickets. Any and all taxes of any kind, fees, insurance and other related costs incurred in conjunction with the tickets, including, without limitation, costs for parking at the Crypto.com Arena, are the sole responsibility of the recipient. Tickets cannot be replaced if lost, stolen or destroyed and are only valid for the games and seats for which they are issued. Tickets are not transferable or reproducible and may not be sold, auctioned, or bartered. Further, tickets are a revocable license and admission to the games may be refused for any or no reason by the Clippers or the Crypto.com Arena. Offer cannot be combined with other offers/incentive programs or substituted for cash back. All ticket usage is subject to the Covid-19 guidelines as dictated by Crypto.com Arena and the LA Clippers.

4. **ELIGIBILITY:** Except as expressly set forth in this Section 4, the Offer is only open to individual legal residents of California who reside within a 150-mile radius of the Crypto.com Arena and are eighteen (18) years of age or older at the time of vehicle lease/purchase. LA Clippers LLC, Crypto.com Arena, Kia America, Inc., the Participating Southern California Kia Dealers, the National Basketball Association and its member teams, NBA Properties, Inc., and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, employees, agents, and their immediate family members (spouse, domestic partner, parents, in-laws, legal guardians, grandparents, grandchildren, siblings, children and "step" of each) and those individuals living in their same household are not eligible to enter or win. The Offer is subject to all Kia dealer vehicle lease/purchase requirements, as applicable. Failure of an individual to satisfy any such requirement (e.g., failure to produce a driver's license at the dealership) will disqualify such individual from the Offer. Further, any individual who has been banned from attending any 2023-24 or 2024-25 NBA team (including the Clippers) game is not eligible to participate in the Offer.
5. **ADMINISTRATION:** The Offer Entities expressly reserve the right to amend, suspend or terminate this Offer at any time without prior notice or consent should any tampering, technical failure, unauthorized human intervention or other cause beyond the Offer Entities' control corrupt or affect the administration, security, fairness or proper conduct of the Offer. Administration of this Offer is at the sole discretion of the Offer Entities. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Offer will be resolved at the sole discretion of the Offer Entities and their 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, notwithstanding the Clippers' right to consider requests for exchanges and seat location, at its sole and absolute discretion. Qualified individuals must sign any required documents in connection with the Offer as determined by the Offer Entities in their 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 ticket recipients.** Qualified individuals are responsible for any and all other expenses related to the Offer, including, but not limited to, food, beverages, transportation, parking and personal purchases. No responsibility is assumed by the Offer Entities or their affiliates for cancelled, delayed, suspended or rescheduled events. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Offer or reproduce or distribute any portion of these Terms and Conditions to their members.

6. RELEASE AND WAIVER OF LIABILITY: By redeeming this Offer, individuals agree to release, defend, indemnify and hold harmless the Offer Entities, including the NBA, its member teams (including the Clippers), KUS and each of their respective parent corporations, subsidiaries, advertising and promotion agencies, affiliates, directors, officers, employees, representatives and agents from and against any and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with (i) participant's participation in the Offer; and (ii) the receipt, use or misuse of the tickets, or while preparing for, participating in, and/or traveling to any ticket-related activity. The Offer Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to 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 Offer, in any and all advertising, promotions and other publicity conducted by the Offer Entities, and/or the National Basketball Association, its member professional basketball teams (including the Clippers), the Participating Southern California Kia Dealers, and each of their respective parents, subsidiaries and affiliates.

7. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, INDIVIDUALS WHO PARTICIPATE IN THE OFFER 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 OFFER 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 OFFER, EVEN IF FORESEEABLE OR EVEN IF THE OFFER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. DISPUTE RESOLUTION:

(a) Informal Dispute Resolution. Prior to filing any arbitration proceeding pursuant to paragraph 8(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 for a minimum of one (1) eight (8) hour day, or such shorter period of time if the dispute is more quickly resolved, in Los Angeles, California 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) Arbitration. Except as provided in paragraph 8(c) with respect to injunctive proceedings, and paragraph 8(a) with respect to informal dispute resolution, all controversies, disputes or claims arising between the parties arising out of or related to the Offer shall be submitted promptly for arbitration to be conducted in Los Angeles, CA, 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 reasonable 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. 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 Offer Entities, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than California. The parties agree that all disputes arising out of or connected with these Terms and Conditions or the Offer will be resolved individually, and without resort to class action.

(c) Injunctive Relief. The parties acknowledge that violation of these Terms and Conditions 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.

9. **SPONSORS:** Kia America, Inc., 111 Peters Canyon Road, Irvine, CA 92606, and LA Clippers LLC, 1212 South Flower Street, 5th Floor, Los Angeles, CA 90015.
10. **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. Individuals agree to waive any rights to claim ambiguity of these Terms and Conditions. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Offer-related materials, privacy policy or terms of use on a related-Offer web site and/or the terms and conditions of the Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Offer Entities' sole and absolute discretion.
11. **RULES:** For a copy of these Official Rules visit [www.clippers.com/newkia].
12. This Ticket Offer is in no way sponsored, endorsed or administered by, or associated with any entity through which the Ticket Offer is promoted. Any questions, comments or complaints regarding this Ticket Offer should be directed to Offer Entities.