

**GUESS THE DRAFT ORDER 2014
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR PARTICIPATE IN THE CONTEST.

**CONTEST BEGINS AT 12:01 P.M. ON MAY 20, 2014 AND ENDS AT 11:59 P.M. ON
JUNE 22, 2014.**

1. HOW TO ENTER: There are two (2) ways to enter the contest: 1) Complete official entry form available at www.orlandomagic.com/draftcontest and click on “submit” (an “Online Entry”); 2) On a piece of paper, print your name, address, telephone number, date of birth, email address, along with the first and last names of the first fourteen (14) players in the order in which you think they will be selected in the 2014 NBA Draft, and send completed entry to: Guess the Draft Order 2014, 8701 Maitland Summit Boulevard, Orlando, FL 32810 (a “Postcard Entry”). Please print legibly. **If your entry is not legible, it will be disqualified. Correct spelling is required.** You must submit a different name for each of the fourteen slots or your entry will be incomplete and will be disqualified. If a name is not spelled correctly it will not count as a correct selection. Player names will be determined to be spelled correctly if consistent with the spelling of names on NBA.com. All entries must be postmarked, if a Postcard Entry, or submitted, if an Online Entry, by 11:59 p.m. on June 22, 2014 and received by 11:59 p.m. June 25, 2014 to be eligible to participate in the contest.

No mechanically reproduced entries or, illegible, incomplete, forged or altered entries will be accepted. Sponsor is not responsible for late, lost, stolen, damaged, garbled, delayed, postage due, misaddressed, or misdirected entries or mail, technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network 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 contest. Further, Sponsor is not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Limit of one (1) Entry per person, regardless of method of entry. Multiple entries will lead to disqualification of each entry submitted. All entries become the exclusive property of Sponsor and will not be returned.

2. PRIZE: One (1) Grand Prize: \$100,000.00 with an approximate retail value of one hundred thousand dollars (\$100,000.00). **In the event that more than one contestant submits a Correct Entry (as defined in Section 4 below), the Grand Prize will be divided by the number of Correct Entries submitted resulting in equal shares (each an “Equal Share”), and each contestant who submits a Correct Entry will receive an Equal Share.** One (1) Alternate Prize (only awarded if no Correct Entries are received to qualify for the Grand Prize): Two season tickets for the 2014-15 Orlando Magic preseason and regular season with an approximate retail value of six thousand two hundred dollars (\$6,200.00). One of the offered prizes will be awarded.

3. ELIGIBILITY: The contest is open to individual natural persons who are legal residents of Florida, who reside within 75 miles of Orlando, FL, 18 years of age or older as of the beginning of the contest, except for employees and their immediate families (spouse, parents, siblings, and children) and members of the same household of the Orlando Magic, Ltd., Orlando Events Center Enterprises, LLC, Orlando Magic Youth Foundation, Inc., 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. Limit one (1) entry per person; anyone who submits multiple entries is subject to disqualification.

4. SELECTION OF WINNER: In order to qualify for the Grand Prize, a contestant must accurately predict the player (with the name spelled correctly) that is ultimately selected during the 2014 NBA draft in each of the first fourteen (14) spots in order (a “Correct Entry”). **If only one Correct Entry is submitted, the Grand Prize in its entirety will be awarded to the contestant who submits the Correct Entry. In the event that more than one contestant submits a Correct Entry, the Grand Prize will be divided by the number of Correct Entries submitted resulting in equal shares (each an “Equal Share”), and each contestant who submits a Correct Entry will receive an Equal Share.** The team that selects a player is not a component of the entry into this promotion. Grand Prize winner will be determined by one or more representatives of Orlando Magic, Ltd. and HCC Specialty whose decisions are final on all matters relating to this contest. Winner will be determined on June 27th or after the 2014 NBA Draft has been completed. If no Correct Entries are received, then all valid entries will be placed in a random drawing to be conducted on June 28th by a representative of the Orlando Magic, Ltd., to award the Alternate Prize.

A prize may not be transferred or substituted. No more than the advertised prizes will be awarded. Any difference between the stated value and actual value will not be awarded.

5. VERIFICATION OF WINNER AND DELIVERY OF PRIZE: Winner may be required to sign an Affidavit of Eligibility and Liability Release and, where permitted, Publicity Release. Prize may be forfeited if: a required Affidavit/Release is not returned within ten (10) days after mailing to winner; winner fails to meet the eligibility requirements set forth in Section 3; the prize notification letter or prize is returned as undeliverable; two attempts to contact winner by phone are unsuccessful; or winner declines the prize.

6. DISPUTE RESOLUTION

(a) Informal Dispute Resolution. Prior to filing any arbitration proceeding pursuant to paragraph 6(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 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) Arbitration. Except as provided in paragraph 6(c) with respect to injunctive proceedings, and paragraph 6(a) with respect to informal dispute resolution, all controversies, disputes or claims arising between the parties arising out of or related to the contest 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) **Injunctive Relief.** 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.

7. GENERAL: This contest is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. The contest 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 winner. Winner may be required to sign an IRS form 1099 or the equivalent. By participating in this contest, each contestant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges, and warrants that he or she is eligible to participate in the contest. Sponsor reserves the right, in its sole discretion, to disqualify any contestant from this contest or any other promotion conducted now or in the future by Orlando Magic, Ltd., Orlando Events Center Enterprises, LLC, 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 if he or she tampers with the entry process or his or her fraud or misconduct affects the integrity of the contest. Sponsor reserves the right to cancel, terminate or modify the contest should any virus, bug, tampering, technical failure, unauthorized human intervention or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the contest. Winner agrees to hold harmless and indemnify Orlando Magic, Ltd., Orlando Events Center Enterprises, LLC, 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 from any and all liability, loss or damages or causes of action arising from or in connection with contestant's participation in or winner's receipt or use of the prize awarded in the contest. Winner agrees to the use of their name, likeness, biographical data, and/or voice in any and all advertising, promotions, and other publicity conducted by Orlando Magic, Ltd., Orlando Events Center Enterprises, LLC, 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 in any medium without additional authorization, compensation or remuneration to the extent permitted by law. Sponsor is responsible only for delivery of prize, not for use, utility, quality or otherwise.

8. WINNER LIST: To obtain the name of winner, send a self-addressed, stamped envelope to: Guess the Draft Order 2014, 8701 Maitland Summit Boulevard, Orlando, FL 32810. Requests must be received by July 31, 2014. The list will be sent after selection of winner.

9. SPONSOR: Orlando Magic, Ltd., 8701 Maitland Summit Blvd., Orlando, FL 32810.