* 1. **Creating and Confirming Challenge:**

When creating a Challenge, the Player has to set the date and time for that Challenge to be played. After a Player creates a Challenge, they will have to wait until a second Player accepts it. To accept a created challenge a Player must click on the button “Accept Challenge”. After the Challenge is accepted by a second Player, the Gamer that created the Challenge will have to confirm it by clicking on the button “Confirm Challenge”, or cancel, without any penalty, by clicking on the button “Cancel Challenge”.

* 1. **Canceling a Challenge**

After a Challenge is Confirmed, it cannot be canceled anymore and the full amount of the entry fee from that Player will be collected by UPA if there no result is reported, and the other Part on that Challenge will be declared the winner. If both Parts fail to report the results within the one (1) hour from the set date/ time of the Challenge, both Parts will be declared losers.

All Entry Fees collected for any Cancelled Challenge shall be credited to the User account from which they were originally drawn minus the UPA Service Fee. No UPA Service Fees are refunded at any time or for any reason after a Challenge is confirmed.

* 1. **Tournaments**

Tournaments will follow the same processes as the Challenges, with the difference that when creating a Tournament, a Player has to set the dates and times for all the matches of that Tournament.

* 1. **Determination of Winners**

Players are responsible for managing and reporting the results of their Challenges to determine the winner. To report the result of a Challenge, the Players involved on that Challenge must click on one of the following buttons that will be available after the Challenge is Established: “I won”, “I lost” or “We tied” or “We didn’t play”.

After a Challenge is confirmed, a Reporting Results window will pop -up and the Players involved will have one (1) hour from the set date/ time of the Challenge. If one of the Players fail to do so, the other Part will be declared the winner. If both Parts fail to report the results within the one (1) hour from the set date/ time of the Challenge, both Parts will be declared losers.

If both Parts report “We didn’t play”, a dispute will be open following the “Disputes” term on this document. If only one Part report “We didn’t play”, the other Part will be declared the loser. If both Parts fail to report the results within the one (1) hour from the set date/ time of the Challenge, both Parts will be declared losers.

UPA may act as a third-party arbiter in a result dispute to determine the winner and award a Prize, or if not, cancel the Challenge. In the event of a tie, prizes are divided evenly amongst the participants that have tied.

Each member acknowledges that the outcome of the Challenges offered on the Site are directly related to the number of members participating, and the skill levels of each member participating. The Company does not comment or have knowledge of the probability of one member winning a challenge vs. another member and makes no representations about an individual member's chances of winning. Players will also have the option to click on the “We didn’t play” button in case the challenge was not played. This option will follow the rules stated in the terms Disputes (4) and Cancelling a Challenge (3.3).

* 1. **Prizes**

Prizes will only be awarded if a Challenge is run. We reserve the right to cancel Challenges at any time. In the event of a cancellation by UPA, all entry fees will be refunded to the customer except as specifically provided in these T&Cs.

Guaranteed prizes are offered in connection with some of the Challenges offered by the Website. Each Challenge or promotion is governed by its own set of official rules. We encourage you to read such Challenges and promotions specific rules before participating.

Winners are determined by the objective criteria described in the Challenge deadline, roster, rules, scoring, and any other applicable documentation associated with the Challenge. From all entries received for each Challenge, winners are determined by the individuals who use their skill and knowledge of relevant sports information and fantasy sports rules to accumulate the most points according to the corresponding scoring rules.

If no rules or codes of conduct are specified on the Challenge/Tournament creation form, the rules or codes of conduct of that specific game and/or game server shall prevail.

Challenges results and prize calculations are based on the final statistics and scoring results at the completion of the last game of each individual Challenge. Once Challenge results are reviewed and graded, prizes are awarded. The scoring results of a Challenge will not be changed regardless of any official statistics or scoring adjustments made at later times or dates, except in UPA’s sole discretion.

UPA reserves the right, in its sole and absolute discretion, to deny any Player the ability to participate in any Challenge or Tournament for any reason whatsoever. Further, UPA may, in its sole and absolute discretion, invalidate any Challenge result for the purposes of preventing abusive and/or any unfair or potentially unlawful activity, or in the event that there is a risk of any such abusive, illegal, or unfair activity.

Prizes are generally cash amounts, which are paid to You in the form of a credit to your UPA account and then can be withdrawn through electronic third-party payment processors. The Prizes offered in all Challenges will be disclosed at the beginning of such Challenges. If a Challenge has to close prematurely, such as for maintenance or technical problems, the Site may attempt to reschedule, or process refunds if applicable.

When you select to participate in a Challenge and complete the entry process, the listed amount of Canadian dollars will be debited from your UPA account.

The Website and Challenges may not be used for any form of illicit gambling.

* 1. **Player’s Skills**

Gamers will be qualified according to their skill, so Players can identify others with similar level and accept Challenges responsibly. Each Player will start with a score of 500.

Levels according to skill level points:

* Beginner: 0-200
* Amateur: 201 - 400
* Intermediate: 401 - 600
* Advanced: 601 - 800
* Pro: 801 – 1000

Quantity of points players win/lose by winning/losing a match:

* Same level: 10
* 1 level up/down: 20
* 2 levels up/down: 30
* 3 levels up/down: 40
* 4 levels up/down: 50

Also, Players will be ranked according to their skill level points in a list. Through their client’s portal Players will be able to see their score and rank place. Also, in the Website home page Gamers will be able to see a top 10 rank of Players with the highest scores with their names, country, and if wanted, photos.

1. **Disputes**

A “Disputed” occurs when there is a discrepancy or conflict between the results reported by the involved Users in the same Challenge. When no User reports a result within one (1) hour from the set date/ time of the Challenge, the corresponding Challenge is cancelled, and the Site will collect the corresponding fees for the Service. If only one User reports a result, the User that reported the result will be declared the winner.

If You have a dispute with one or more Users, You release us (and our officers, directors, agents, affiliates, subsidiaries, joint ventures and employees) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You will not be entitled to a refund from the Company for any sums You believe to be owed to You as a result of any other User's misconduct, unlawful behavior or otherwise, whether or not the Company pursues any action against such User. It is Your sole responsibility to resolve such issues without involving UPA.

First time offenders deemed to have knowingly violated the T&Cs may receive an initial warning along with a minimum penalty of a thirty (30) day account suspension. Repeat offenders will be deemed to be intentionally violating the T&Cs and will face a minimum six (6) month suspension for a second violation and permanent suspension for a third violation.

* 1. **Challenge Result Disputes**

Any and all evidence from a Challenge that resulted in dispute must be sent to UPA support team within twenty four (24) hours after The Company support team sends a notification by email to the Players involved requesting such proofs of the corresponding Challenge. After these twenty four (24) hours, the UPA Support Team will have 36 hours to review the Challenge evidence sent by the Users and assign the win to the appropriate User. If only one party submits evidence during this twenty four (24) hour time frame the user that provides the evidence will be deemed the winner of the Challenge, while the opposing user will receive a loss. If no evidence has been reported by either party within the twenty four (24) hour time frame the Challenge will be cancelled, and the Site will collect the corresponding fees for the Service. Once a Challenge has been cancelled, the results are irreversible and cannot be adjusted. The UPA support team has the sole discretion to ask Users to provide additional evidence in order to determine the accurate winner. After thirty-six (36) hours all challenge results will be final without undoing, cancelling, or re-assigning winners.

The Site will always consider and prioritize evidence obtained from the servers of the games/consoles used in that Challenge in case of a dispute. If the servers of the games/ consoles are unable to provide a result, other means will be considered.

* 1. **Unresolved challenges**

If a winner cannot be established from an investigation by the UPA support team then the challenge will be cancelled.

* 1. **Claiming a false win**

If a user claims a “win” in a challenge that was either; not played, not completed, drawn or lost, an automatic forfeit and suspension will be issued, following on the suspension guidelines listed above.

* 1. **Public Display of Results Reporting Rating**

UPA will record and publicly display all disputed results incurred by You. By displaying such information, other Users can determine Your level of integrity and credibility. Results Reporting Qualification system will be based as follows:

* Bad Reporter: 11% above inaccurate reporting
* Ok Reporter: 1% to 10% inaccurate reporting
* Good Reporter: 0% inaccurate reporting

Players with “Good Reporter” status may be awarded Bonuses from time to time, at the sole discretion of The Ultimate Players Arena.

1. **Deposits and Withdrawals**

The Gamers Match Makers may use third-party electronic payment processors and/or financial institutions ('ESPs') to process financial transactions. You irrevocably authorize UPA, as necessary, to instruct such ESPs to handle deposits and withdrawals from Your UPA account and you irrevocably agree that The Company may give such instructions on Your behalf in accordance with Your requests as submitted on our Website. You agree to be bound by the terms and conditions of use of each applicable ESP, and in the event of a conflict between this Agreement and the ESP's terms and conditions then this Agreement shall prevail. You agree that UPA is not liable for any loss caused by any unauthorized use of your credit card or other methods of payment by a third-party in connection with Your use of the Services or the Site. You may deposit and withdrawal funds in and from Your UPA account using:

- Neteller

- Skrill

- Credit Card (maximum withdrawal amount cannot exceed the value deposited using the card)

- Bank wire (only for withdrawals when the amount exceeds the amount deposited using the credit card)

- PayPal

- Bank slip (only deposits)

The minimum deposit amount is CAD 10,00. The minimum withdrawal amount is CAD 20,00. In compliance with the AML (anti-money-laundering) laws, all deposits and withdrawals into and from Your UPA account must be made from and to a payment source on which You are the named account holder. The Ultimate Players Arena do not process third party deposits and withdrawals. Third-party is anyone that is not the UPA account holder.

1. **Service and Entry Fees**

Members should also be aware that the total entry fees paid by members in any given Cash Game are not paid out as prizes, as UPA retains part of the entry fees paid as a service fee on all games played. This fee allows for the continued operation and maintenance of the Site and the development of additional features and content for the Site in the future. The fees are structured as the following:

* $ 0.25 per side on Challenges from $1 to $3
* 10% per side on Challenges from $3,01 to $100
* 15% per side on Challenges from $100,01 to $500

The amount a Player pays to enter a Challenge goes from $1 to $500. For amounts higher than $500, a special request has to be made via UPA’s Support Team (hello[@upaesports.com](mailto:support@upaesports.com)) and they may be granted on a case by case basis, with further information and documentation from the Users to be provided.