

2019 Brawl Stars Open Series

Tournament Specific Rules, Schedule, and Bracket

Last updated August 12, 2019.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN

I. TERMS OF AGREEMENT

PLEASE READ THESE TOURNAMENT SPECIFIC RULES, SCHEDULE, AND BRACKET CAREFULLY BEFORE ACCEPTING THE FOLLOWING TERMS AND CONDITIONS. PARTICIPATION IN THE EVENT (AS DEFINED BELOW) IS CONDITIONAL UPON YOUR AGREEMENT AND COMPLIANCE WITH ALL THE TERMS AND CONDITIONS PROVIDED IN THESE TOURNAMENT SPECIFIC RULES IN ADDITION TO THE GENERAL RULES BELOW.

The rules for the Event consist of both: (i) these 2019 Brawl Stars Open Series Tournament Specific Rules, Schedule, and Bracket (“Tournament Specific Rules”); and (ii) the Skillshot Tournament General Rules attached hereto and incorporated herein by reference (“General Rules”; collectively, the Tournament Specific Rules and General Rules are defined herein as the “Rules”). Capitalized words used in these Tournament Specific Rules shall have the same meaning assigned to them in the General Rules unless defined otherwise herein. To the extent there is a conflict between the Tournament Specific Rules and the General Rules, then the Tournament Specific Rules shall supersede.

You must be at least 16 years of age as of August 12, 2019 to participate in the Event. In addition, if you are under the legal age of majority in your jurisdiction of residence (a “Minor”) as of the time and date of your participation in the Event, you must have your parent or legal guardian agree to these Rules on your behalf.

WRITING “I AGREE” AND PARTICIPATING IN THE EVENT (FOR THE AVOIDANCE OF DOUBT, INCLUDING IN AN INDIVIDUAL TOURNAMENT) CONSTITUTES YOUR, OR IF YOU ARE A MINOR, THEN YOUR PARENT OR LEGAL GUARDIAN’S, FULL AGREEMENT WITH, AND ACCEPTANCE OF, THESE RULES.

II. EVENT INFORMATION

2.1 Overview. Event details are as follows:

| | |
|------------------|---|
| EVENT: | Brawl Stars Open Series (the “ <u>Event</u> ”), a competitive event for the game and platform described below beginning on August 17, 2019 and ending on October 5, 2019. |
| GAME: | Brawl Stars (the “ <u>Game</u> ”), a mobile game developed and published by Supercell Oy. |
| PLATFORM: | Mobile (Android, iOS). Use of emulators is prohibited. |
| SPONSOR: | Supercell Oy (“ <u>Sponsor</u> ”) |

2.2 Event Territory. This Event is only open to Players residing in the following regions (each, a “Region”; collectively, the Regions are defined as the “Event Territory”):

- North America (including Mexico) (“North America Region”);
- Europe (including Middle East and Africa) (“Europe Region”); and
- Latin America (excluding Brazil) (“Latin America Region”).

Players may only participate in the corresponding Tournaments for their Region. Players residing outside of the Event Territory will not be eligible to participate in the Event nor to receive prize unless otherwise invited with respect to the LATAM Qualifier as set forth in Section 2.4(d) below. Players will be responsible for registering for the correct Region as set forth on the Event Page. For the avoidance of doubt, failure to register and participate in the correct Region will result in disqualification.

2.3 Event Schedule. The Event shall consist of several individual tournaments for each Region (each such tournament, a “Tournament”) comprising of 3 open-bracket Tournaments (each, a “Qualifying Tournament”) which will culminate in a closed bracket Tournament (the “Regional Finals”). Solely with respect to the Latin America Region, the Event will also include an additional closed bracket Tournament after the Regional Finals (the “LATAM Qualifier”). Such Tournaments will be held in accordance with the schedule set forth at <<http://www.skillshot.com/brawlstars>> (the “Event Page”). The registration period for each Qualifying Tournament will also be set forth at the Event Page. Tournament Operator or Sponsor may modify or extend the dates and times of the Event, including for individual Tournaments. In the event of schedule modification, Tournament Operator may publish such changes to Event Page and such changes shall supersede these Rules solely with respect to such updated date(s) and time(s). Tournament Operator may also notify Participants of such schedule changes via the designated Discord, or other method of communication as Tournament Operator may indicate, including without limitation e-mail.

2.4 Participant Eligibility.

- a. In addition to the eligibility requirements set forth in the General Rules during participation in the Tournament, a Player must also be 16 years of age or older as of the time and date of Player participation.
- b. A Team may not be operated by an Organization. For the avoidance of doubt, an Organization will not be deemed to be operating a Team where such Organization’s involvement is limited to sponsorship of a Player or Team.
- c. PARTICIPANTS THAT ARE DEEMED INELIGIBLE, INCLUDING WITHOUT LIMITATION THOSE PARTICIPANTS RESIDING OUTSIDE THE EVENT TERRITORY OR WHICH FAIL TO MEET ANY OTHER ELIGIBILITY REQUIREMENTS UNDER THESE RULES, WILL HAVE THEIR TEAM DISQUALIFIED FROM THE EVENT AND HAVE ANY TEAM PRIZING FORFEITED.
- d. With respect to the Regional Finals and the LATAM Qualifier, Participants must also qualify for such Tournament via a corresponding Qualifying Tournament or otherwise receive an invitation from Tournament Operator or Sponsor in order to be eligible to participate.

III. **TOURNAMENT DETAILS**

3.1 Teams. Participating Teams must each have 3 starting Players (who compete in an individual Tournament Game) and may have up to 2 substitute Players. Teams may change which Players on its roster will be starters in between Tournament Games. Each Player may only register once in each Tournament. Players may only participate on one Team each Tournament. Players may switch Teams in between Tournaments; provided, however, that in the event a Team qualifies for the Regional Finals or LATAM Qualifier (thereafter, such Team is defined herein as a “Qualified Team”), such Qualified Team will no longer be allowed to add or remove Players (including any substitutes on such Qualified Team that played in any game during the applicable Qualifying Tournament) for any subsequent week’s Tournament, including the Regional Finals or LATAM Qualifier.

3.2 Qualifying Tournament Registration.

- a. Registration for a Qualifying Tournament is on a first-come, first-serve basis during the corresponding registration period set forth in Section 2.3 above. For more information on the registration process, please refer to the Event Page. Tournament Operator may set a limit to the number of Teams which may register for each Qualifying Tournament per Region in its sole discretion. Teams which register after the maximum number of Teams has been met will be designated as “Reserve Teams”.
- b. Each Team must designate a Representative with its registration (for the avoidance of doubt, such Representative is also referred to as a “Captain”). The Representative must be a Player on the Team. Such Representative must be designated by listing the Representative as the Captain in the Team’s information on the Skillshot platform. Once designated, a Representative’s appointment will be permanent for the remainder of the Tournament.

- c. In the event a Team is disqualified, including without limitation due to the failure to comply with Tournament Operator's registration process, Tournament Operator may elect to invite a Reserve Team instead.

3.3 Qualifying Tournament Advancements.

- a. For each Region's Qualifying Tournaments, the following Teams will advance to the Regional Finals as determined by performance during such Qualifying Tournament, for a total of 8 Qualified Teams per Region:
 - i. Qualifying Tournament 1: Top 2 teams.
 - ii. Qualifying Tournament 2: Top 3 teams.
 - iii. Qualifying Tournament 3: Top 3 teams.
- b. In the event one or more Qualified Team from a previous week's Tournament place in the top teams for a subsequent week's Tournament, such qualifying slot for that week will be awarded to the next highest placing Team instead. In the event there are multiple Teams tied to be awarded the qualifying slot, such placement will be determined by round-robin play between such tied Teams according to the format set forth in Tournament Operator's sole discretion.

3.4 Check-in Process. Teams must check in to their game as of the designated time. Teams may be disqualified from the Tournament for failure by any of its Players to timely check-in within 5 minutes of the designated start time for an individual Match.

3.4 Roster Lock. For each Qualifying Tournament, rosters will lock at the designated time on the Event Page. Thereafter, Teams may not make any changes to their rosters for the remainder of the Qualifying Tournament. For clarification purposes, no new Teams may be registered for the Qualifying Tournament after the registration period closes, but Players on a registered Team's roster may be modified up until the rosters lock. For the avoidance of doubt, this Section 3.4 does not apply to a Qualified Team.

3.5 Tournament Format. Each Tournament will be played in accordance with the following format:

- a. Teams will compete in a single elimination bracket. Tournament Operator will publish the bracket at the designated link on the Challonge platform. Tournament Operator will determine the seeding of such bracket based on such Team's performance and ranking in a prior Tournament (if any). If a Team does not have any previous history of performance or ranking in a prior Tournament, then Tournament Operator will randomly seed such Team. Tournament Operator's determinations are at its discretion and not reviewable.
- b. Each Match will consist of up to 5 sets (each, a "Set"), with each such Set consisting of up to 3 games (each, a "Tournament Game") as further illustrated on **Exhibit 1** attached hereto. The winning Team of each Set will be determined by best of 3 Tournament Games, and the winning Team of each Match will be determined by best of 5 Sets. Tournament Games must be played in accordance with the game mode and map designated for each round at the Event Page in accordance with Tournament Operator's instructions. Teams may advance in the bracket after an Administrator has given express permission to do so. Failure to commence the subsequent Match after such permission by an Administration within 15 minutes may constitute a disqualification.
- c. The winning Team of each Match will proceed to the next Match against another Team in accordance with the bracket. The losing Team of each Match will be eliminated from the Tournament.
- d. The last remaining Team once all other Teams in the Tournament have been eliminated will be determined the winner of such Tournament (i.e., 1st place). 1st through 4th placements in such Tournament will be based on order of elimination of the last remaining 4 Teams, with the winner of the Tournament as 1st place, the losing Team in the finals as 2nd place, and the losing Teams in the semi-finals designated as 3rd and 4th place.

3.6 Reporting and Win Awards. Promptly upon the conclusion of each Match, the Team claiming win of such Match shall report the results, including the final scores, of each Tournament Game played in such Match via Discord by uploading screenshot(s) of each such Tournament Game results from the Battle Log (as such term is used in the Game). Wins will only be awarded to a Team after Tournament Operator's receipt

and verification of such report. Failure to submit such report within 5 minutes after the conclusion of the corresponding Match may be deemed forfeiture by the winning Team of such Match and repeated failures to submit such report may result in such Team being disqualified from the Tournament.

- 3.7 Incorrect Game Mode and/or Map. In the event any Tournament Game is played on a game mode and/or map other than the game mode and/or map expressly designated by Tournament Operator for such Tournament Game, then Tournament Operator may deem such Tournament Game forfeited by the host Team. Alternatively, Tournament Operator may, but is not obligated to, require the involved Teams to remake and play such Tournament Game again on the correct game mode and/or map.
- 3.8 Character Bans. Prior to the beginning of each Tournament Game, each of the two Teams will have 30 seconds to issue a character ban for the ensuing Tournament Game, starting with the lower seeded Team. The first character indicated to be banned by a Team will constitute Team's selection for the applicable ban. In the event a Team fails to make its ban during the allotted time, Team will forfeit its ban for that Tournament Game.
- 3.9 Disconnects. Remakes will not be permitted for disconnects during a Tournament Game. In the event of a disconnect during a Tournament Game, Teams must continue to play such Tournament Game until its conclusion. The disconnected Player may rejoin such Tournament Game through the Game's reconnect function, but the results of such Tournament Game will count towards the determination of the applicable Set regardless of whether such Player is able to reconnect.
- 3.10 Remakes. All remakes will be determined on a case-by-case basis by Tournament Operator in its sole discretion and Tournament Operator is not obligated in any way to approve any requests for remakes.
- 3.11 Tournament Specific Modifications. Both Tournament Operator and Sponsor may modify, add, or delete any provision of these Tournament Specific Rules at any time, without prior notice and/or reason, including without limitation: format, prizing, and schedule.

IV. PRIZING

4.1 Qualifying Tournament Prizing. Prizing for each of the Qualifying Tournaments with respect to corresponding Team is as follows:

| | |
|-----------------------------|------------------------|
| 1st Place | \$ 600.00 U.S. Dollars |
| 2nd Place | \$ 300.00 U.S. Dollars |
| 3rd Place | \$ 150.00 U.S. Dollars |
| 4th Place | \$ 150.00 U.S. Dollars |

4.2 Regional Finals Monetary Prizing. Prizing for the Regional Finals with respect to corresponding Team is as follows:

| | |
|-----------------------------|--------------------------|
| 1st Place | \$ 1,500.00 U.S. Dollars |
| 2nd Place | \$ 1,000.00 U.S. Dollars |
| 3rd Place | \$ 800.00 U.S. Dollars |
| 4th Place | \$ 500.00 U.S. Dollars |
| 5th Place | \$ 300.00 U.S. Dollars |
| 6th Place | \$ 300.00 U.S. Dollars |
| 7th Place | \$ 300.00 U.S. Dollars |
| 8th Place | \$ 300.00 U.S. Dollars |

4.3 World Championship Qualification. In addition to the prizing set forth above, the top Teams from each Regional Final will qualify for participation in the Brawl Stars World Championship (the "World Championship") as follows, subject to qualifications set forth by Sponsor:

- North America Region: The winning Team of the Regional Final will qualify for the World Championship.
- Europe Region: The winning Team and last Team to be eliminated in the Regional Final will qualify for the World Championship.

- c. Latin America Region: The winning Team and last Team to be eliminated in the Regional Final will qualify to play against the top two teams from Brazil. Such Teams will compete in the LATAM Qualifier and the top team will qualify for the World Championship.

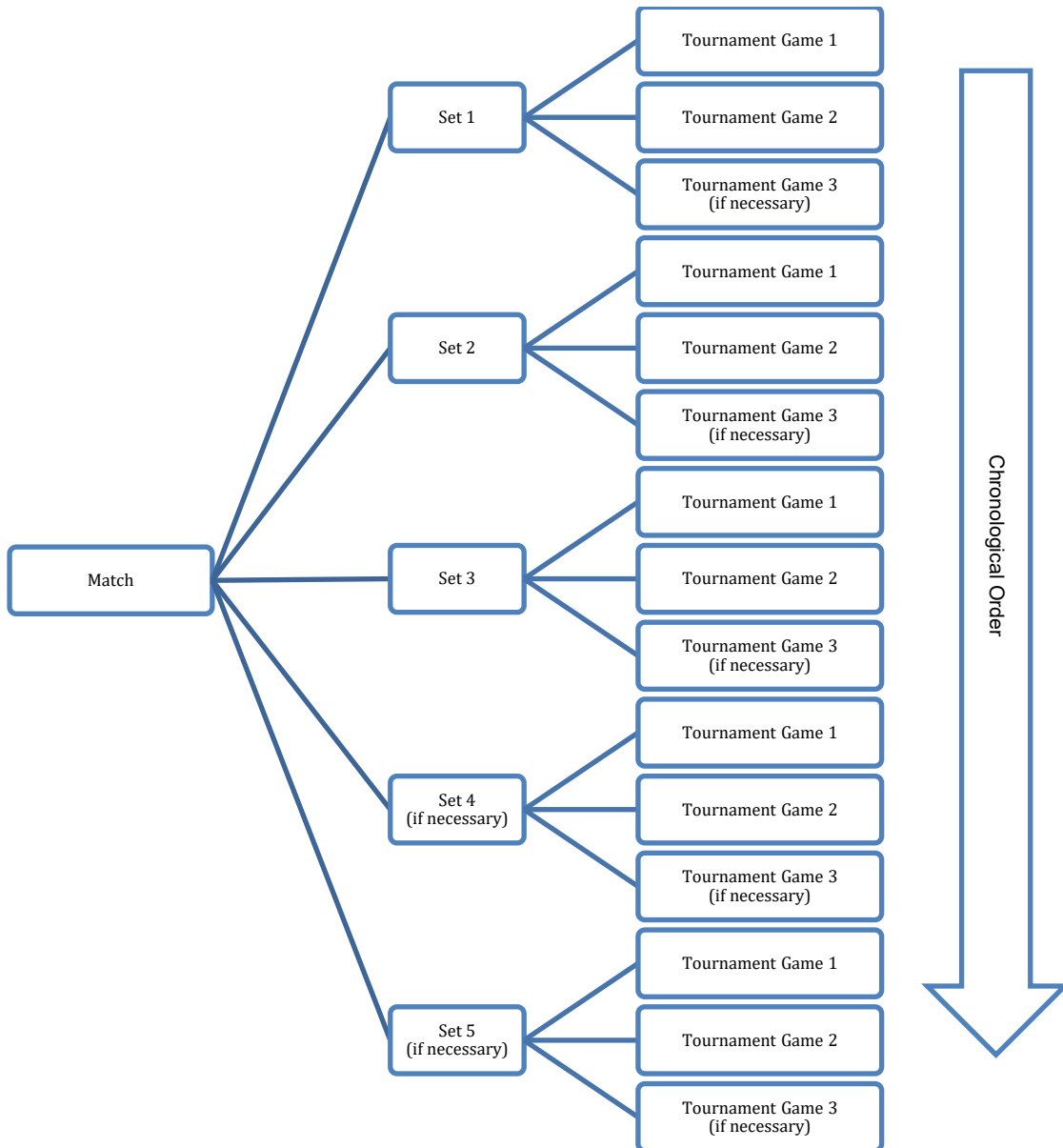
4.4 Additional Prizing Details. All prizing payouts are subject to a Player's compliance with these Rules and any instructions provided by Tournament Operator, including completion of any documents required by Tournament Operator. Payment of a Team's earned prizing will be made to the Players on such Team who played in such Team's final Tournament Game (each such Player, a "Prizing Player"), with each such Prizing Player receiving one-third of the earned prizing; provided, however, that Tournament Operator may elect to use an alternative method of prizing distribution as determined by Tournament Operator in its reasonable discretion if Tournament Operator suspects that the winning Team has inappropriately prevented any of its Players from receiving prizing from Tournament Operator or other indicia of inappropriate behavior, or as Tournament Operator may otherwise determine in the best interests of the Tournament, including interests of the Players involved. FOR THE AVOIDANCE OF DOUBT, PRIZING PAYMENTS WILL NOT BE MADE TO OTHER PLAYERS THAT DID NOT PLAY IN SUCH TEAM'S FINAL TOURNAMENT GAME EVEN IF SUCH PLAYER PLAYED IN ANY OTHER TOURNAMENT GAMES. If a Prizing Player desires to direct payment of their prizing to any other party, including to another Player on such Prizing Player's Team, then the Prizing Player must notify Tournament Operator in writing and both the Prizing Player and such other party must execute the appropriate paperwork provided by Tournament Operator for such payment direction.

V. BROADCAST

Sponsor, Tournament Operator, and each of the foregoing's respective designated agents (collectively, the "Content Parties") may broadcast, stream, film, photograph, or otherwise record or capture via any means the Event and may use any such resulting film, photographs, or recordings for any purpose (collectively, the "Event Content"), including without limitation, marketing and promotion of Sponsor, Tournament Operator, or either of the foregoing's products and services, including other Tournaments. By participating in the Event, including in any individual Tournament, Player agrees to the foregoing and hereby grants to each of the Content Parties a royalty-free, perpetual, irrevocable, transferable, and sublicensable (through multiple tiers) license to publish, reproduce, copy, modify, create derivative works of, publicly perform, publicly display, distribute, transmit, broadcast, either publicly or privately (including via the Internet), or otherwise use or commercially exploit any or all of Player's participation in the Event as captured in such Event Content, including without limitation Player's name, in-game name, Player's likeness, Player's alias, Player's voice, Player's image, and Player's gameplay, without review, approval, or accounting or compensation to Player for any and all purposes in any media, form, format, or embodiment, whether now known or hereinafter developed, to the fullest extent permissible under law.

Exhibit 1

Match Format



Skillshot Tournament General Rules

Last updated April 26, 2019

IMPORTANT LEGAL NOTICE!

PLEASE CAREFULLY READ THE CORRESPONDING TOURNAMENT SPECIFIC RULES ("TOURNAMENT SPECIFIC RULES") FOR THE APPLICABLE EVENT AND THESE SKILLSHOT TOURNAMENT GENERAL RULES ("GENERAL RULES"; THE GENERAL RULES AND TOURNAMENT SPECIFIC RULES ARE COLLECTIVELY DEFINED HEREIN AS THE "RULES") BEFORE PARTICIPATING IN THE EVENT. THESE RULES ARE BETWEEN YOU AS A PARTICIPANT AND HI-REZ PRODUCTIONS, INC. D/B/A SKILLSHOT MEDIA ("TOURNAMENT OPERATOR") AND THE SPONSOR DESIGNATED IN THE TOURNAMENT SPECIFIC RULES.

IF YOU DO NOT AGREE WITH AND ARE NOT AT ALL TIMES IN COMPLIANCE WITH ALL THE TERMS AND CONDITIONS PROVIDED IN THESE RULES, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE EVENT.

If you are not of the legal age of majority in your jurisdiction of residence (a "Minor") as of the time and date of your participation in the Event, you must have your parent or legal guardian agree to these Rules on your behalf.

It is your responsibility to read and comply with these rules. By requesting entry into the Event, Participant represents and warrants to Tournament Operator that Participant, or, if such Participant is a Minor, then such Participant's parent or legal guardian on Participant's behalf, has read, understands, and agrees to these Rules, and promises to act in compliance with these Rules.

I. DEFINITIONS

- a. "Administrator" means an individual or entity authorized to act in a limited capacity on Tournament Operator's behalf regarding the interpretation and enforcement of these Rules. For purposes of clarity, Tournament Operator may substitute itself in as an Administrator as that term is used and understood in these Rules. As of the last amendment date for the Rules (listed at the top of the Rules), the lead Esports Administrator is Steven Cooper.
- b. "Match" means a set of consecutive games between two Teams, played in accordance with the format set forth by Tournament Operator (e.g., without limitation, best-of-3, best-of-5) in the Tournament Specific Rules.
- c. "Organization" means the registered business with a valid tax identification number that operates a Team (if any).
- d. "Participants" means all Organizations, Teams and Players participating or intending to participate in the Event, collectively. For the avoidance of doubt, a "Participant" means the foregoing in the singular and applies to any individual Organization, Team, or Player participating or intending to participate in the Event.
- e. "Player" means the individual participating or intending to participate in the Event as a member of a Team, (including as a substitute member on a Team) subject to compliance with these Rules. For clarification purposes, "Players" refers to the foregoing in the plural.
- f. "Representative" means the authorized representative of the Team who will represent the Team to Tournament Operator and who will be responsible for communications with Tournament Operator on behalf of the Players on such Team and/or such Team itself related to the Event. A Representative may also be a Player.
- g. "Team" means a competitive organized group, consisting of the number of Players and substitute Player(s) set forth in the Tournament Specific Rules (if any) that meet the eligibility requirements under these Rules, that is participating or intends to participate in the Event as a competitor, subject to compliance with these Rules.

II. ELIGIBILITY

- 2.1. Event Territory. Notwithstanding the Event Territory set forth in the Tournament Specific Rules, participation in the Event is void where prohibited, including in territories subject to any sanctions programs administered and enforced by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury.
- 2.2. Player Eligibility. In addition to any additional eligibility requirements set forth in the Tournament Specific Rules, in order to be eligible to participate in the Event, a Player (for the avoidance of doubt, including substitute Players) must also (a) be an individual at least thirteen (13) years of age or older; (b) meet any additional age restrictions set forth in the Tournament Specific Rules (if any); (c) reside and be located in the Event Territory set forth in the Tournament Specific Rules; (d) read, sign, comply with, and agree to be bound by any applicable competitor participation agreements and documents and complete all necessary tax documents, and other documents or agreements, as required by Tournament Operator; and (e) remain in lawful possession of an active Game account in good standing.
- 2.3. Additional Player Requirement for Prizing. In order to be eligible to receive or distribute any prizing, including in the form of appearance fees, in addition to meeting all other applicable Player requirements in these Rules, a Player must also either: (a) be of the legal age of majority in Player's jurisdiction of residence as of the time and date of receipt or distribution; or (b) have a parent or legal guardian authorize and receive or distribute such prizes and appearance fees on the Player's behalf.
- 2.4. Team Eligibility. In addition to any additional eligibility requirements set forth in the Tournament Specific Rules, in order to be eligible to participate in the Event, a Team must also meet the following requirements: (a) all Players on such Team, including the substitute Player(s) (if any), must comply with these Rules, including without limitation any eligibility requirements; and (b) if the Tournament Specific Rules require a Representative, each Team must appoint one individual who is duly authorized to act as a Representative on behalf of the Team and its Players in accordance with these Rules.
- 2.5. Organization Eligibility. If the Tournament Specific Rules permit or require Organizations to participate in the Event and a Team is operated by an Organization, the following will also apply:
 - a. In addition to any additional eligibility requirements set forth in the Tournament Specific Rules, in order to be eligible to participate in the Event, an Organization must read, sign, and comply with, and agree to be bound by any applicable Organization participation agreements and documents and complete all necessary tax documents, and other documents or agreements, as required by Tournament Operator.
 - b. If the Tournament Specific Rules require a Representative, the Organization will appoint one individual who is authorized to act as Representative on behalf of the Team and its Players in accordance with these Rules and subsection 2.4(b) will not apply.
 - c. Unless the Tournament Specific Rules expressly indicate otherwise, each Organization, and any Players or other associated individuals may have a direct or indirect financial or other interest in no more than 1 Team in an Event.
 - d. Tournament Operator may permit an individual(s) to operate in the role of an Organization in Tournament Operator's sole and absolute discretion (which Tournament Operator expects to permit only in exceptional circumstances).
- 2.6. Documentation. Administrator may request at any time, and Participant shall provide, any necessary documents to sufficiently demonstrate Participant's eligibility under these Rules, including but not limited to government-issued identification or certificates. Loss of eligibility at any time during the Event could result in disqualification and/or forfeiture of prizing (with respect to such Participant and/or such Participant's Team).
- 2.7. Participation Restrictions. These restrictions will apply at all times:
 - a. Players may not participate in or otherwise be affiliated with more than one Team except as expressly set forth in the Tournament Specific Rules.
 - b. Employees, officers, directors, and other personnel of Sponsor, Tournament Operator, and their respective affiliates and subsidiaries, and the immediate family members of each of the foregoing, are ineligible to participate in the Event, including any individual Tournaments, and to win any prizing.

- c. The following entities are subject to Tournament Operator's approval on a case-by-case basis in order to be eligible to participate in the Event and/or win any prizing: (i) independent contractors of Tournament Operator and Tournament Operator's affiliates and subsidiaries; and (ii) independent contractors and employees of other parties associated with the Event. Such entities may request Tournament Operator's approval to participate by submitting such request in writing to the lead Administrator.
- d. Participants subject to other restrictions from participating in other leagues, tournaments, and other competitions external to the Event must get permission from Tournament Operator and, if applicable, Sponsor or third party operator to participate in the Event.
- e. If in the previous five (5) years, Participant has been suspended for six (6) or more calendar days or permanently banned by an Administrator, or similarly serious disciplinary action in any organized Esport, Participant may not participate in any Tournament Operator competition, event, or other organized Esport, including the Event, unless Participant receives written permission from Tournament Operator's lead Esports Administrator.

2.8 Registration.

- a. Participants must complete the registration process in accordance with the instructions provided by Tournament Operator for the Event, including without limitation providing or completing any additional information or documentation as may be requested by Tournament Operator, in order to participate in such Event. Failure to do so may result in Participant's disqualification from the Event and Tournament Operator may elect to invite another Participant in such disqualified Participant's place instead.
- b. Tournament Operator may disqualify a Participant from the Event for providing inaccurate, incomplete, or misleading information provided with such Participant's registration or in response to Tournament Operator's requests for additional information or documentation. Tournament Operator may elect to invite another Participant in such disqualified Participant's place instead.
- c. Participant is responsible for promptly notifying Tournament Operator in the event any information provided by such Participant during their registration becomes inaccurate or incorrect at any point. As an initial matter, Participants shall not change their identifiers, including without limitation, in-Game names, account names, Team names, Team tags, Team insignias, logos, trademarks, or other identifying characteristics, without advance written permission from an Administrator.

- 2.9 Mandatory Documents and Requirements. Tournament Operator may provide Participants with documents and other requirements. Participants must complete all such documents and other requirements, including signing (where necessary) and returning to Tournament Operator, promptly and in any event by the applicable deadline disclosed by an Administrator. Failure to do so may cause fines or other measures, including, without limitation, revocation of such Participant's invitation to participate, fines equal to ten percent (10%) of any prizing due for each week that the Participant has not completed his or her documents and other requirements, and/or, the intentional withholding of all prizing due to the Team's Organization or other Players on such Team until all documents and other requirements by each Player are fulfilled or the non-compliant Players are removed from the Team.

III. **PRIZING**

- 3.1 General. Players and/or Organizations may receive prizing (including in the form of cash or goods), appearance fees, or other compensation (collectively, the "Prizing") based on participation in an Event as set forth in the Tournament Specific Rules. All such Prizing is provided "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prizing may be subject to verification of eligibility, compliance with the Rules, completion and return of tax forms or any other documents as requested by Tournament Operator, and any other applicable terms as determined by Tournament Operator in its sole discretion. If the Participant is disqualified, ineligible, or fails to respond or submit any forms related to Participant's prizing by the deadline established by Tournament Operator (or if no deadline is provided by Tournament Operator, then within a reasonable amount of time as determined by Tournament Operator in Tournament Operator's sole discretion), and in any event within 90 days then such Participant shall not receive Prizing and may be deemed, in Tournament Operator's sole discretion, to have forfeited their winning placement (if applicable). In the event Tournament Operator deems a Participant to have forfeited their winning placement, Tournament Operator may (but is not obligated to) designate an alternate winner instead.

- 3.2 Prizing Participation. Participant understands and agrees that Participant may not receive any prizing for an Event where Participant, including any individual Player on such Participant's Team, forfeits any portion of the Event.
- 3.3 Taxation. PARTICIPANT UNDERSTANDS AND AGREES THAT AS BETWEEN THEMSELVES AND THE RELEASED PARTIES, THEY ARE SOLELY RESPONSIBLE FOR PAYMENT OF ANY AND ALL LOCAL, STATE, OR FEDERAL TAXES, LEVIES, FEES, OR DUTIES REQUIRED BY LAW OR BY ANY TAXING OR REGULATORY AUTHORITY ("AUTHORITIES") ARISING FROM OR IN CONNECTION WITH THEIR PARTICIPATION IN THE EVENT. PARTICIPANT UNDERSTANDS THAT THE RELEASED PARTIES MAY BE REQUIRED TO ADVISE THE AUTHORITIES OF THE VALUE OF ANY PRIZING AWARDED TO THEM, AND THAT THEY MAY BE REQUIRED TO TRUTHFULLY AND ACCURATELY COMPLETE FORM W-9, FORM W8-BEN, OR OTHER APPLICABLE FORMS REQUIRED BY LAW OR PROVIDED BY TOURNAMENT OPERATOR AS A CONDITION TO RECEIVING THE PRIZING. FURTHER, PARTICIPANT UNDERSTANDS THAT THE RELEASED PARTIES MAY BE REQUIRED TO WITHHOLD A PORTION OF THEIR EARNINGS AND REMIT IT TO THE AUTHORITIES. PARTICIPANT UNDERSTANDS THAT THEIR FAILURE TO COMPLETE AND SUBMIT ANY OF THE REQUIRED TAX DOCUMENTS AND OTHER INFORMATION REQUIRED RELATED TO TAXES OR PAYMENT WITHIN THIRTY (30) DAYS OF NOTIFICATION OF THE AWARD OF ANY PRIZING MAY RESULT IN THE FORFEITURE OF ANY PRIZING THEY MIGHT BE OTHERWISE ENTITLED TO RECEIVE. PARTICIPANT FURTHER UNDERSTANDS THAT (i) THEIR FAILURE TO PROCESS FOR PAYMENT ANY CHECKS SENT TO THEM WITHIN NINETY (90) DAYS OF THE DATE THE CHECK IS ISSUED MAY RESULT IN THE PAYMENT OF SUCH CHECK BEING STOPPED BY TOURNAMENT OPERATOR; AND (ii) THAT THEIR FAILURE TO PROCESS FOR PAYMENT ANY PAYMENTS SENT TO THEM VIA ANY OTHER THIRD PARTY PAYMENT PLATFORM PROVIDER MAY RESULT IN SUCH PAYMENT BEING STOPPED IN ACCORDANCE WITH SUCH THIRD PARTY PAYMENT PLATFORM PROVIDER'S PROCESSES AND POLICIES (FOR EXAMPLE, PAYPAL PAYMENTS WILL TERMINATE IF NOT CLAIMED WITHIN 30 DAYS). IT IS PARTICIPANT'S RESPONSIBILITY TO FILE TAX RETURNS AND ANY OTHER APPLICABLE DOCUMENTATION WITH THE APPROPRIATE AUTHORITIES. TO THE EXTENT THE RELEASED PARTIES ARE ASSESSED ANY TAXES OR AMOUNTS ON THE PRIZING, PARTICIPANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM SUCH TAXES AND AMOUNTS, AND THE RELEASED PARTIES SHALL BE ENTITLED TO DEDUCT ANY SUCH AMOUNTS FROM THE PRIZING.

IV. PARTICIPANT CONDUCT

- 4.1 Participant Conduct. Participants must adhere to the following rules of conduct for as long as they are, intend to remain, or intend to become a Participant:
- a. Participant will follow any applicable participation agreements (for either Players or Organization) with Tournament Operator, all of which are incorporated herein, and the Game's end user license agreement, terms of use, and any other applicable policies and terms (except to the extent in conflict with such applicable participation agreements or these Rules).
 - b. Participant will use Participant's best efforts to display superior integrity and well-mannered behavior during the Event and for so long as Participant is or intends to remain an Event Participant. Participant shall communicate in a responsible and appropriate manner in all public forums, including, without limitation, social media platforms and inside the Game, including so as not to cause disparagement or embarrassment to Sponsor, Tournament Operator, the Event or any Participant.
 - c. Participant will promptly report to Tournament Operator any other user who Participant believes, in good faith, is manipulating or otherwise exploiting the Game to obtain an unfair advantage.
 - d. Participant will abstain, at all times, from: (i) poor, undesirable, or negative behavior towards Sponsor, Tournament Operator, or either of Sponsor or Tournament Operator's respective shareholders, subsidiaries, affiliates, directors, officers, professional advisors, employees, independent contractors, and agencies, or toward sponsors, other Players, or other Teams; and (ii) any action or inaction that brings either Participant(s), Sponsor, or Tournament Operator into public disrepute, contempt, scandal or ridicule, or that shocks or offends the community or any group or class thereof, or that reflects

unfavorably on Sponsor or Tournament Operator or reduces the public relations or commercial value of Sponsor's or Tournament Operator's association with the Events or Participant(s).

- e. Participant will comply with all applicable laws and regulations at all times, including while attending or travelling for the Event.

4.2 Prohibited Conduct. Participant understands and agrees that, as an initial matter, all of the following conduct is **strictly prohibited**: (a) direct or indirect wagering of money or anything of value on the outcome of any Match, including individual games; (b) use, possession, or distribution of performance-enhancing or illegal substances; (c) inappropriate interference with existing relations between Players and their respective Teams or Organizations (if any); (d) manipulation or exploitation of the Game, directly or indirectly, to obtain an unfair advantage over other Players or users of the Game, including, but not limited to, any of the following, using any injector, cheat, hack, third party software/hardware, or other instruments, tools, materials, or methods; (e) sharing of account(s) or using multiple accounts in the Event; (f) acting in an unsportsmanlike manner, including, without limitation, (i) taking inappropriate actions toward Sponsor, Players, Organizations, Representatives, the community, Administrators, Tournament Operator personnel, or the general public, (ii) taking inappropriate actions in an Event such as collusion or intentionally losing, (iii) verbally, or otherwise using in-game functions for the purpose of, taunting another Team or Player, or (iv) sending inappropriate messages to another Player; (g) using, publishing, posting, or otherwise interacting with anyone on any other social media or interactive website during the initial broadcast or stream by Tournament Operator to the public of the portion of the Event in which Participant is featured; (h) in the event Tournament Operator must tape an Event, or portion of an Event, for delayed broadcast or streaming to the public, revealing via written or oral means, including online methods of communication, the results of such Event or portion of the Event; (i) breaching or otherwise acting in non-compliance with any provision in any applicable agreement with Tournament Operator or Sponsor; (j) harassment or sexual harassment, disparagement, or any other behavior that makes another person feel unsafe or unwelcome; and (k) communicating with any persons outside Participant's Team, excepting Tournament Operator through its representatives and Administrators, during a Match.

4.3 Interviews and Other Content.

- a. If applicable or required by an Administrator, Players must be properly tagged during the Event.
- b. During the Event, if an Administrator asks Participant to participate in an interview, whether video, oral, or written, or other additional content, Participant agrees to use reasonable efforts to do so and participate in the manner directed by an Administrator.

4.4 Inappropriate Identifiers and Other Assets. Tournament Operator reserves the right to deem any names, tags, nametags, insignia, logos, trademarks, or other identifying characteristics used by Participant as inappropriate. If any material is deemed inappropriate, Participant shall immediately remove the applicable material and replace it with material that an Administrator approves in writing before Participant may participate, or resume participation, in the Event. Any cost associated with changing inappropriate names, tags, insignia, logos, trademarks, or other identifying characteristics shall be such Participant's responsibility.

4.5 Sponsors. Participants' sponsors are subject to Tournament Operator's discretionary review and prior approval. Tournament Operator reserves the right to deny its approval of any proposed sponsorship and exclude it from the Event and all Tournament Operator content. As an initial matter, Tournament Operator will exercise its rights and disapprove of any sponsorships with businesses or individuals involved in gambling activity in any way related to the Event or the Game, narcotics, pornography, firearms, alcohol, tobacco or illegal activity.

V. REPRESENTATIVES

5.1 Appointment and Responsibility. The Representative shall serve as the primary point of contact for Administrators to deliver any information related to the Event, Organization, Players, or Team, including, without limitation: (a) roster information; (b) LAN logistics, including, without limitation, required forms, travel accommodations, dietary restrictions, and other necessary information; (c) Team availability; (d) Team and/or Player information; and (e) any Event communications. Unless otherwise set forth in the Tournament

Specific Rules, the Representative may be, but is not required to be, a Player on the Team. By serving as a Representative, such appointed individual agrees to be bound by these Rules.

- 5.2 Responsibility. The Representative must be an authorized representative of the Team. By appointing a Representative, such Team (or Organization if such Representative is appointed by an Organization) grants such Representative the requisite power and authority to bind the Team with respect to Event matters and execute and deliver agreements on behalf of the Team and its Players. In addition to the foregoing, if an Organization appoints the Representative, by appointing the Representative, the Organization grants such Representative the requisite power and authority to bind the Organization with respect to Event matters and executed and deliver agreements on behalf of the Organization.
- 5.3 Assistants. Each Representative may designate a backup representative (the “Assistant”) should the Representative be unavailable due to unforeseeable or emergency circumstances, including events of force majeure. To designate an Assistant, the Representative must provide written notice and confirmation to Tournament Operator’s lead Esports Administrator stating which individual may act as Representative in the Representative’s stead. If an Assistant must act in the Representative’s place, he or she shall be responsible for the Representative’s duties except for roster changes, until otherwise instructed by an Administrator.
- 5.4 Communication with Administrators. Representatives shall be solely responsible for promptly updating Administrators with any information pertaining to their Teams, answering any Administrator requests applicable to their Teams, accounting for their Players, ensuring that Players are in the correct location(s) and available when necessary and appropriate (including at LAN events), and owning and causing to be performed any other responsibilities reasonably associated with being the primary point of contact for a Team. This includes, without limitation, the obligation to report the outcome of Matches, or any individual games, and any other information as Tournament Operator may request, in the location or process customarily used for the Event or as otherwise instructed by an Administrator.
- 5.5 VOIP. During any portion of the Event as Administrator may request, Representatives shall at all reasonable times be available to Administrators using a voice over IP solution or other communications software (the “Designated VOIP”) designated by the Administrators.
- a. If any Representative will not be playing during the relevant portion of the Event for which Administrator requires use of the Designated VOIP, then such Representative must appoint a Player, approved by an Administrator, to be available throughout such portion of the Event to relay any requested information using the Designated VOIP. This includes, without limitation, picks, bans, and pauses.
 - b. Representatives, Assistants (but only when acting as a Representative), and Players appointed pursuant to Section 5.5(a) are the only non-Administrators allowed to use the Designated VOIP. Any other use of the Designated VOIP is strictly prohibited unless expressly approved by Tournament Operator in writing in advance.
- 5.6 Check-in Duties. If Tournament Operator requires Participants to check in, the Representative shall check-in such Representative’s Team’s roster and team name by the date(s) and time(s) designated by Tournament Operator. Any other items, including without limitation the Representative designation, Team logos and other marks, style guidelines, and other related materials, as requested by Tournament Operator must also be provided during check-in. If additional assets or information are requested by Tournament Operator, the Representative shall supply those materials promptly (and the Representative agrees that such action shall be necessary and appropriate).
- 5.7 LAN Duties. Representatives shall submit to Tournament Operator the information regarding Players that will be attending LAN events on the Team’s behalf as shall be requested by Tournament Operator. Tournament Operator will communicate any restrictions on attendance to the Representatives, including, without limitation, the maximum number of Players permitted to attend each LAN event for the Team. Once a Representative submits a roster and the deadline for submissions has passed, no other Players may be substituted or invited unless there are exceptional or severe circumstances (as determined by Tournament Operator in its sole discretion).

VI. **EVENT SCHEDULE, REGISTRATION, AND GAMEPLAY**

- 6.1 Format. The format for the Event will be as set forth in the Tournament Specific Rules and any additional instructions provided by Tournament Operator.
- 6.2 Game Version. Unless otherwise instructed by Tournament Operator, Participants shall use the most up-to-date version of the Game as made publicly available by the Game's publisher on the applicable platform as of the time of scheduled play.
- 6.3 Rosters.
- a. Unless otherwise set forth in the Tournament Specific Rules, no person may participate in the Event on behalf of a Team unless that person is listed as a Player on such Team's roster as accepted by Tournament Operator. Each Team (or, if the Team is operated by an Organization, the Organization) shall submit their roster of Players in accordance with Tournament Operator's instructions and these Rules. Tournament Operator may elect to collect this information through an automated form.
 - b. If an Administrator fails to receive a roster from a Team or Organization, that Team may be disqualified. Without limiting its other rights herein, Tournament Operator reserves the right to reject, at its sole and absolute discretion, any submitted roster because 1 or more Players are not eligible under these Rules or because such roster was not submitted in compliance with Tournament Operator's instructions or these Rules.
 - c. Post-Lock Roster Modification. Any additions, transfers, or substitutions of Players after a roster lock has been imposed are handled on a case-by-case basis by the Tournament Operator's sole discretion (and Tournament Operator expects to only permit such changes in exceptional circumstances). Should a reason to modify a Team's registered roster emerge during the Event, the Representative shall promptly contact an Administrator.
- 6.4 Setup Time. During Setup Time (as defined below), every Player on each Team must: (i) be available for any communication requests from Administrators; (ii) properly test and ensure that all hardware and software that the Player will use is working with no material defects or other issues; and (iii) attend to any personal needs promptly and before expiration of the Setup Time, including reasonable restroom breaks, food, beverages, etc. "Setup Time" means the time before or between Matches or individual Match games.
- a. Players must attend LAN events during the designated times of travel, as disclosed by an Administrator. Late arrival and early departures may be requested, but Tournament Operator is under no obligation to approve such requests.
- 6.5 Scheduling. Participant understands and agrees that each Match, including individual games within such Match, must begin promptly by the scheduled start time designated by Administrator, and each Team must field a complete Team roster by the scheduled start time for such Team's scheduled Match. Unless otherwise expressly approved by Tournament Operator in Tournament Operator's sole discretion (which Tournament Operator expects to only permit in exceptional circumstances), each Match game must begin within 15 minutes of such Team's scheduled start time or, if no start time is given, then of Administrator's request. Failure to timely begin a Match game may constitute forfeiture of such game or Match by any or all of the applicable involved Team(s). It is the Player's responsibility to communicate with such Player's Team and the Representative's responsibility to notify an Administrator in the event of any actual or foreseeable delays. Tournament Operator may require Participants to receive express prior permission from an Administrator before creating, commencing, or entering a Match, including any individual games within a Match. Unless an Administrator approves otherwise, each Player shall participate in all Match games in the Event that the Player qualified for, subject to the other restrictions in these Rules.
- 6.4 Rescheduling. Rescheduling is subject to Tournament Operator's sole discretion. As an initial matter, Tournament Operator expects to permit rescheduling only under exceptional circumstances.
- 6.5 Tiebreakers. In the event of any tie(s), such tie will be broken in accordance with the tiebreaking methods set forth in the Tournament Specific Rules. If no tiebreaking methods are specified in the Tournament Specific Rules, then Tournament Operator may determine, in its sole discretion, a tiebreaking method based on skill, including without limitation, determining a winner based on other skill-based performance values or causing Participants to play additional games or Matches.
- 6.6 Bugs.

- a. Without limiting other provisions in the Rules, if a “game breaking” Bug is known or discovered, Participant understands and agrees that Administrators may impose additional restrictions on Participant at any time, including before or during any portion of the Event. “Bug” means a bug, defect, error, flaw, fault, or other failure of the Game to perform under documentation, specifications, requirements, developer expectations, reasonable player expectations, or as described (excluding typographical errors).
 - b. Participant understands and agrees to use best efforts to report any Bugs found promptly. Any Participant found to be exploiting or using one (1) or more Bugs known to said Participant or which reasonably should be known to said Participant may be immediately disqualified from the Event and/or a Match, including any individual Match games. In addition, Participant understands and agrees to use best efforts to report any Bugs Participant learns of at any time.
 - c. SPONSOR, TOURNAMENT OPERATOR, HI-REZ STUDIOS, INC., AND EACH OF THE FOREGOING’S RESPECTIVE SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, PROFESSIONAL ADVISORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND AGENCIES WILL NOT BE RESPONSIBLE FOR: (I) ANY LATE, LOST, MISROUTED, GARBLED, OR DISTORTED OR DAMAGED TRANSMISSIONS; AND/OR (II) TELEPHONE, ELECTRONIC, HARDWARE, SOFTWARE, NETWORK, INTERNET, OR OTHER RELATED MALFUNCTIONS OR FAILURES. Tournament Operator reserves the right to cancel, suspend, or reschedule the Event, including any portion of the Event including without limitation any Matches or individual Match games, based on such technical issues to another date and time, which an Administrator will share with the affected Players and Teams.
- 6.7 Discretionary Content Ban. Tournament Operator may, in its sole discretion, prohibit use of certain Game content (collectively, the “Prohibited Content”), including without limitation, certain skins, items, or effects, during the Event. Tournament Operator may provide an initial list of Prohibited Content in the Tournament Specific Rules. Administrator may modify the list of Prohibited Content at any time, in the Administrator’s sole discretion, either orally or in writing. Players may be notified of such Prohibited Content at the earliest convenience of an Administrator. An Administrator’s notice to a Representative shall be sufficient under this subsection.

VII. **DISPUTES AND RULE VIOLATIONS**

7.1 Disputes.

- a. In the event of a Dispute (as defined below), Tournament Operator may require the Disputing Parties (as defined below) to meet and negotiate a resolution in good faith. If the Disputing Parties cannot resolve the issue amongst themselves, Tournament Operator may require the Disputing Parties to, in good faith, settle the Dispute by mediation led by an Administrator. If a resolution is not reached within seven (7) calendar days, Tournament Operator may resolve the unresolved Dispute as Tournament Operator deems appropriate in its sole and absolute discretion. Tournament Operator’s decision shall be final and binding upon the Disputing Parties. For the avoidance of doubt, the foregoing includes, without limitation, that Tournament Operator shall have full and exclusive jurisdiction and authority to arbitrate and resolve any dispute related to the Event and/or the Game. The authority of Tournament Operator to arbitrate disputes pursuant to this Section 7.1 shall be binding to the same extent as if Tournament Operator and/or any other person or entity who has agreed to be bound by the terms of these Rules had entered into a formal arbitration agreement and the decision of Tournament Operator shall be final and binding on each of Tournament Operator and/or any other person or entity who has agreed to be bound by the terms of these Rules and shall not be subject to review. Tournament Operator may elect not to arbitrate a dispute in any circumstances that it determines appropriate or may delegate its authority to arbitrate a dispute to an Administrator or any other person. The term “Dispute” means any disagreement, controversy, claim, or other issue between Participants (such as disputing Participants the “Disputing Parties”) arising out of or relating to the Event.
- b. As a condition precedent to settlement or a final and binding decision by Tournament Operator, the Disputing Parties shall continue to perform and participate in the Event as if no dispute had occurred. If Participant fails to comply with this subsection, it will be deemed a waiver of Participant’s rights under these Rules and Tournament Operator may immediately issue a final and binding decision, in its sole and absolute discretion.

- 7.2 Rules Violations Participants may be suspended, prohibited, disqualified or removed from the Event by the Tournament Operator in accordance with these Rules. In the event of an Infraction (as defined below) by a Player, the Tournament Operator will consult with the Representative (or, if such Team is operated by an Organization, the Organization) on which such Player is a player. A Participant may be suspended, prohibited, disqualified or removed from the Event by Tournament Operator for violating these Rules or applicable law, a pattern of inappropriate behavior, extreme inappropriate behavior, failure to promptly report inappropriate behavior, and/or participation in conduct that is detrimental to the Event, Sponsor, or Tournament Operator, as determined by Tournament Operator in Tournament Operator's sole discretion (each, an "Infraction").
- a. Effect of Replacement. Any Participant elected by an Administrator to replace another shall begin with a new record, and shall receive no credit for the accomplishments of the prior Participant.
 - b. Setoff. Participant understands and agrees that if the Participant fails to follow the Rules, without limiting any other remedies Tournament Operator may have, Participant will pay Tournament Operator (or Tournament Operator may deduct from Participant's prizing, if applicable) the reasonable costs associated with Participant's misconduct (the valuation of the misconduct to be determined by an Administrator in his or her sole discretion), and, upon Tournament Operator's request and under an Administrator's instructions, issue a public apology.
 - c. Fines. If Tournament Operator or an Administrator determines a Participant is in breach of any provision of these Rules, Participant may be subject to fines, the amount of which shall be determined by Tournament Operator in its reasonable discretion. Furthermore, Participant understands and agrees that Tournament Operator reserves the right to deduct, divert, withdraw, or set-off the full amount of any fines assessed against Participant from any Prizing Tournament Operator may owe, now or in the future, related to Participant. Participant shall, upon Tournament Operator's request, promptly take such action and/or provide any such authorizations, consents, instructions, or other documentation, which may be required in furtherance of the foregoing.
 - d. Anti-Tampering Violations. In the event that the Tournament Operator or any Administrator determines a Participant, or any other person acting on the behalf of Participant, is in breach of Section 4.2(c), any such involved Organization or Team may be prohibited from adding such Player to its roster, as Tournament Operator may determine in its sole discretion. Participants in breach may also be subject to additional disciplinary action at the Tournament Operator's sole discretion, including but not limited to loss of right to roster changes, forfeiture of draft picks, fines, disqualification, forfeiture of Prizing, and prohibition from attending future Tournament Operator events.
 - e. Other Measures. If Tournament Operator or any Administrator determines a Participant, other person connected with the Event or a Participant, is in breach of any provision of these Rules or any other rules, regulations, resolutions, agreements, instructions or similar proclamations of Tournament Operator with respect to the Event, or has been or is guilty of conduct detrimental to the Event and/or the Game. Participant may be subject to disciplinary action at Tournament Operator's or the Administrator's sole discretion, including, without limitation, disqualification, suspension, forfeiture of any and all compensation associated with the Event or Game, loss of pause time, prohibition from attending future Tournament Operator events, etc. Participant or person shall, upon Tournament Operator's request, promptly take such action and/or provide any such authorizations, consents, instructions, or other documentation, which may be required in furtherance of the foregoing.
- 7.3 Appeal Process. For Administrator actions involving a fine or suspension imposed upon a Participant, the affected Participant may appeal, in writing and within 20 calendar days, to Tournament Operator. Where applicable, the Organization may appeal on behalf of the Player with the Player's consent. If Tournament Operator elects to conduct a hearing in its sole discretion, Tournament Operator may designate a time and place for a hearing to be commenced, at which Tournament Operator or Tournament Operator's designee will preside. The hearing may be conducted by telephone or internet conference call. As soon as practicable following conclusion of such hearing, Tournament Operator will render a written decision which will constitute full, final, and complete disposition of the dispute and will be binding upon the Participant(s) involved with respect to that dispute.

VIII. GENERAL

8.1 Assumption of Risk, Release, and Limitations on Liability. BY PARTICIPATING IN THE EVENT, PARTICIPANT AGREES TO THE FOLLOWING:

- a. PARTICIPANT IS VOLUNTARILY ASSUMING THE RISKS (INCLUDING HAZARDS ASSOCIATED WITH WEATHER CONDITIONS, TRAVEL, PLAYING CONDITIONS, EQUIPMENT, OTHER PARTICIPANTS, THE GENERAL PUBLIC, PROPERTY LOSS OR DAMAGE, AND SERIOUS BODILY INJURY OR DEATH) OF PARTICIPANT'S PARTICIPATION IN THE EVENT. PARTICIPANT WILL ONLY PARTICIPATE IN THOSE ACTIVITIES FOR WHICH PARTICIPANT HAS THE REQUIRED SKILLS, QUALIFICATIONS, TRAINING, AND CONDITIONING.
- b. IN NO EVENT SHALL SPONSOR, TOURNAMENT OPERATOR, HI-REZ STUDIOS, INC., AND THEIR RESPECTIVE AFFILIATES, AND THEIR AND THEIR AFFILIATES' RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, ADVERTISERS AND SPONSORS, PARTNERS, CONTRACTORS, AGENTS, ASSIGNS, AND SUCCESSORS (COLLECTIVELY, THE "RELEASED PARTIES") BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY, LOSS OF PROFITS, INJURY TO PERSON, OR LOSS OF GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE EVENT, THE GAME, OR ANY PRODUCTS OR SERVICES PROVIDED BY THE RELEASED PARTIES OR OTHERWISE PERTAINING TO THIS AGREEMENT, EVEN IF THE RELEASED PARTIES HAVE BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT PARTICIPANT MAY HAVE, NOW OR IN THE FUTURE, RELATED TO PARTICIPANT'S PARTICIPATION IN THE EVENT. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THESE RULES OR THE SUBJECT MATTER HEREOF EXCEED THE TOTAL PRIZING OF THE EVENT (FOR THE AVOIDANCE OF DOUBT, WHERE THE EVENT IS COMPRISED OF MULTIPLE TOURNAMENTS, THEN FOR THE APPLICABLE TOURNAMENT IN WHICH THE PARTICIPANT PARTICIPATED).

8.2 Applicable Agreements and Privacy Policies.

- a. By writing ".iagree" and by participating in the Event, Participant agrees to be bound by and comply with Tournament Operator's terms of service, end user license agreement, and any other applicable terms of service or policies, including those found on Tournament Operator's legal website at <<http://www.hirezstudios.com/legal>>.
- b. By participating in the Event, Participant represents and warrants that Participant has read and understood Tournament Operator's privacy policy, which can be viewed at <<http://www.hirezstudios.com/legal>> and understands how Tournament Operator intends to use Participant's information as outlined in such policy.
- c. Participant also further agrees to be bound by, and comply with, any other entity's terms of use, end user license agreement, or other terms of service or policies for services or platforms which must be used by Participant in the course of participating in the Event, including without limitation any terms or policies pertaining to Participant's use of the Game and related Game services, except to the extent such terms are in conflict with these Rules or other documents pertaining to Participant's participation in the Event as may be applicable or executed between Participant and Tournament Operator.

8.3 Rules Disclaimer. The names of individuals, groups, companies, products, and services mentioned, and any corresponding likenesses, logos, and images thereof reproduced, have been used for identification only and may be the copyright properties and trademarks of their respective owners. The mention of any person, or including a product or service as compensation, implies no association with or endorsement by such person and, unless otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. If any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed under their terms as if the invalid or illegal provision were not contained. Tournament Operator's or an Administrator's failure to enforce these Rules will not constitute a waiver of that provision.

8.4 Rules Interpretation. Tournament Operator shall have the authority to interpret, and from time to time establish policies and procedures regarding, the provisions of these Rules and other Event rules,

regulations, resolutions, agreements, instructions or similar proclamations, and their application and enforcement. All rules are subject to the Tournament Operator's (or an Administrator's) interpretation, and any determination made by Tournament Operator (or an Administrator) with respect to any such matter shall be final and binding and shall not be subject to any review. NEITHER TOURNAMENT OPERATOR NOR ANY ADMINISTRATOR NOR ANY PERSON OR ENTITY DESIGNATED BY TOURNAMENT OPERATOR TO ACT ON ITS BEHALF PURSUANT TO THIS SECTION 8 SHALL BE LIABLE OR ACCOUNTABLE IN DAMAGES OR OTHERWISE TO ANY PARTICIPANT FOR ANY LOSS OR DAMAGE INCURRED BY REASON OF ANY ACT OR OMISSION PERFORMED OR OMITTED BY TOURNAMENT OPERATOR, ANY ADMINISTRATOR OR ANY SUCH PERSON OR ENTITY EITHER ON BEHALF OF THE EVENT OR IN FURTHERANCE OF ITS INTERESTS.

- 8.5 Rules Modification. Tournament Operator reserves the right to modify, add, or delete any provision of these Rules at any time, without prior notice and/or reason.
- 8.6 Governing Law. These Rules will be governed, construed, and interpreted under the laws of the State of Georgia, United States of America, without regard to conflicts of law principles. Unless otherwise stated, all decisions made by an Administrator under these Rules are final and binding upon all parties.
- 8.7 Language. Any non-English translated versions of these Rules are provided for convenience. In the event of any conflict between the non-English translated version and the English version, then the English version, as updated from time to time by Tournament Operator, will control.
- 8.8 Authority And Responsibility Of Tournament Operator. Tournament Operator shall have the authority and responsibility for the general supervision and direction of all business and affairs of the Event and shall have all such other powers as may be necessary to fulfill its responsibilities. Tournament Operator shall be responsible for the coordination and general supervision of the Event and policy matters with respect to the Event.