

EVENT PRODUCTION SERIES
COMPETITOR ELIGIBILITY, CONSENT, AND RELEASE PARTICIPATION AGREEMENT

IMPORTANT LEGAL NOTICE!

YOU MUST READ THIS EVENT PRODUCTION SERIES COMPETITOR ELIGIBILITY, CONSENT, AND RELEASE PARTICIPATION AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS AS IT CONTAINS CERTAIN LEGAL COMMITMENTS AND WAIVERS OF YOUR LEGAL RIGHTS. THIS AGREEMENT, IS BETWEEN YOU AS A COMPETITOR (“I”; “YOU”; OR “YOUR”) AND HI-REZ PRODUCTIONS, INC. D/B/A SKILLSHOT MEDIA (“TOURNAMENT OPERATOR”).

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 this Agreement on your behalf.

BY WRITING “.IAGREE” AND BY PARTICIPATING IN THE EVENT, YOU (1) CONFIRM THAT YOU (OR IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN ON YOUR BEHALF) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT; AND (2) REPRESENT AND WARRANT TO TOURNAMENT OPERATOR THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND THAT YOU ARE AT LEAST SIXTEEN YEARS OF AGE AND, IF YOU ARE A MINOR, THAT YOUR PARENT OR LEGAL GUARDIAN HAS AGREED TO THESE TERMS ON YOUR BEHALF TO PARTICIPATE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, OR CANNOT TRUTHFULLY MAKE SUCH REPRESENTATIONS AND WARRANTIES, YOU MAY NOT PROCEED WITH PARTICIPATION IN THE 2019 BRAWL STARS OPEN, A COMPETITIVE EVENT CONSISTING OF A SERIES OF REGIONAL TOURNAMENTS HELD DURING THE PERIOD BEGINNING ON OR AROUND AUGUST 17, 2019 AND ENDING ON OR AROUND OCTOBER 5, 2019 (EACH SUCH REGIONAL TOURNAMENT, A “TOURNAMENT”; COLLECTIVELY, SUCH EVENT IS DEFINED HEREIN AS THE “EVENT”). THE SPONSOR OF THE EVENT IS SUPERCELL OY (“SPONSOR”).

THE TERMS OF THIS AGREEMENT MAY BE AMENDED, SUPPLEMENTED, OR MODIFIED AT ANY TIME BY TOURNAMENT OPERATOR IN ITS SOLE DISCRETION, WHICH WILL BE EFFECTIVE ONCE NOTICE HAS BEEN PROVIDED. Such notice may be provided by e-mail or other method of communication or notice as Skillshot may elect in its sole discretion. Your continued participation in the Event following notice of changes to this Agreement shall conclusively demonstrate your (or if you are a Minor, your parent or legal guardian’s) acceptance of such changes.

The following describes the terms and conditions on which Tournament Operator provides access to the Event.

SECTION 1 PURPOSE.

I desire to participate in the Event as a member of an Esports team (the “Team”). I understand for me to participate in the Event, both I and my Team must remain eligible throughout the Term (as defined below), as determined by Tournament Operator in its discretion in accordance with the Rules and other applicable terms. I understand and agree that I will not be eligible to participate in the Event on my own or on the Team’s behalf unless I agree to be bound by and comply with the terms and conditions in this Agreement.

SECTION 2 TERM

This Agreement will apply to the entirety of my participation in the Event and will terminate on the later of: October 5, 2019 or the conclusion of the Event (the “Term”).

SECTION 3 OFFICIAL RULES.

3.1 Rules. I hereby represent and affirm that I have read, understood, and complied with, and will continue to comply with:

- (a) all agreements applicable to my use of the mobile game Brawl Stars (the “Game”) as an end-user, including the end user license agreement and terms of service, except to the extent in conflict with this Agreement or the Rules;
- (b) the 2019 Brawl Stars Open Series Tournament Specific Rules and Skillshot Tournament General Rules (as distributed on <<https://www.skillshot.com/brawlstars>> or otherwise made available by Tournament Operator); and
- (c) any other guidelines and conditions that Tournament Operator applies to my activities as a participant in the Event.

(collectively, these subsections (a), (b), and (c) are referred to hereinafter as the “Rules”).

I understand that the substance and location of the Rules may change, and that it is my responsibility to review the Rules on an ongoing basis and to assure my compliance. I understand that neither Sponsor nor Tournament Operator has an obligation to notify me in advance of amendments or modifications to the Rules. Unless the Rules explicitly state how they are to be amended or modified (in which case the amendments and modifications shall be implemented in accordance with the applicable terms), I understand and agree that my continued participation in the Event, including any individual Tournament, after the amendments or modifications to the Rules are implemented shall conclusively demonstrate my (or if I am a Minor, then my parent or legal guardian’s) complete acceptance of such amendments or modifications.

3.2 Instructions. I agree to always comply with:

- (a) all written and oral instructions from Tournament Operator regarding my conduct during the Event and any events or actions related thereto; and
- (b) all interpretations of the Rules by Tournament Operator or its designated representative, which Tournament Operator shall make at its sole and absolute discretion and which shall be final and binding.

(collectively, these subsections (a) and (b) are referred to as the “Instructions”).

I will not take any action that is inconsistent with applicable law, the Rules, the Instructions, or generally accepted standards of sportsmanship and fair play. If I or any member of my Team does not understand any Instruction or a provision of the Rules, I shall seek oral or written clarification from Tournament Operator immediately on my own or on such member’s behalf.

4.3 Representative. I understand and agree that the Representative (as defined in the Rules) of my Team will have the power and authority to bind me and my Team with respect to Event matters and to execute and deliver agreements on behalf of my Team. I understand and agree that, such Representative will be the individual designated by me and my Team in accordance with process set forth in the Rules.

SECTION 4 ELIGIBILITY.

4.1 I hereby represent and affirm that:

- (a) I have read, understand, and complied with, and will continue to comply with, any eligibility restrictions set forth in this Agreement and the Rules;
- (b) all of the information and materials that I have provided, and will provide, to Tournament Operator, has been, and will continue to be true, accurate, and complete; and
- (c) I have not perpetrated, and will not perpetrate, any fraud or deception in connection with this Agreement, and my eligibility to participate in the Event.

SECTION 5 PUBLICITY; RECORDINGS; USAGE OF PERSONAL INFORMATION.

5.1 Likeness. I hereby grant to each of Sponsor and Tournament Operator, and each of Sponsor and Tournament Operator hereby accepts from me, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use my name, alias, picture, likeness, voice, biography, statements, or any and all other personal indicia, identifying characteristics, or information supplied by me (collectively, the "Likeness"), without further compensation, consideration, or notice to me or any third party, and to reproduce, copy, modify, create derivative works of, display, distribute, transmit, broadcast, either publicly or privately (including via the Internet), or otherwise use or commercially exploit the Likeness, either alone or in conjunction with any other material(s), in any media, form, format, or embodiment, whether now known or hereinafter developed, in connection with the Event, the Game, any production or broadcast, and each of Sponsor and Tournament Operator's current and future business (including, without limitation, any products or services related thereto).

5.2 Recordings. I agree that each of Sponsor, Tournament Operator, and each of the foregoing's designated agents may record me by any means including, without limitation, electronic recording, film, videotape, audio tape, and photography (the "Recordings"). I agree that Tournament Operator shall be the copyright owner of the Recordings. I understand and agree that I have no rights to inspect or approve any use of the Likeness or the Recordings. I further understand and agree that I will not receive compensation, fees, royalties, or any other form of payment for any use of the Likeness or the Recordings, and that nothing herein requires Sponsor or Tournament Operator to make use of the Likeness or the Recordings.

5.3 Usage of Personal Information. By participating in the Event, I acknowledge and understand that Tournament Operator and its affiliates may collect and use information related to me ("Personal Information") obtained from me as set forth in the Hi-Rez Studios Privacy Policy <available at <https://www.hirezstudios.com/legal/>> and, in accordance with the Hi-Rez Studios Privacy Policy, for the purposes of (i) performance of this Agreement, including but not limited to the licensure, and other use or exploitation of Likeness herein (ii) the awarding of any earnings (if any) which may be due to me, including without limitation any applicable tax obligations; (iii) invitations to any future Tournament Operator events, competitions, tournaments, and exhibitions, including other Sponsor events, for which I may qualify to participate; (iv) operation of the Event, including but not limited to scheduling and publication of results; (v) contacting me for future potential business or career opportunities related to Tournament Operator or Tournament Operator's current and future business (including, without limitation, any products or services related thereto); (vi) any legal obligations to which Tournament Operator may be subject pursuant to the activities contemplated

by this Agreement; and (vii) use of any service providers which Tournament Operator may use to assist with the foregoing. I acknowledge that I have read and understand the Hi-Rez Studios Privacy Policy.

SECTION 6 OWNERSHIP

6.1 Ownership of Content. Vis-à-vis me and Tournament Operator, Tournament Operator shall exclusively own all right, title, and interest in and to any Intellectual Property Rights any other assets or materials related to the Event, including, without limitation, any Team or Player contributions to the foregoing (collectively, "Tournament Content"). Any Tournament Content authored by me or on my behalf shall be considered a work made for hire for Tournament Operator and, to the extent any rights, title, and interest in any Tournament Content fail to vest in Tournament Operator upon creation by operation of law, I hereby assign to Tournament Operator in perpetuity in all media and all territories all such right, title, and interest. I understand that Tournament Operator is incurring expenses and undertaking commitments in express reliance upon the foregoing. The Released Parties shall retain (as defined below; and Tournament Operator hereby expressly reserves on behalf of itself and other Released Parties) all their rights in and to their respective Intellectual Property Rights (including, without limitation, the Tournament Content). I will not have or attempt to exercise any right to terminate or rescind the grants of rights made by me herein or to enjoin or restrain, or to seek to enjoin or restrain, the Event, including any individual Tournaments, and/or the production or exploitation of the Tournament Content (or any productions in which the Tournament Content is incorporated) or any advertising, promotion, publicity, or other materials produced in connection with a Tournament. "Intellectual Property Rights" means any and all tangible and intangible and now known or hereafter existing (i) rights associated with works of authorship throughout the world, including, without limitation, copyrights, moral rights, and mask-works; (ii) trademarks, service marks, trade names, trade dress, symbols, logos, designs, other source identifiers, and similar rights; (iii) trade secret rights and rights in and to confidential or proprietary information; (iv) patents, patent rights, patent applications, inventions, designs, algorithms and other industrial property rights; (v) all other proprietary and intellectual property rights of every kind and nature throughout the world and however designated, (including logos, character rights, "rental" rights, moral rights, and all applications therefor, however designated), whether arising by operation of law, contract, license, or otherwise; and (vi) any and all registrations, applications, renewals, records, extensions, continuations, divisions, divisions in part, or reissues thereof (including rights in any of the foregoing, whether now or hereafter in force).

SECTION 7 RELEASE.

I HEREBY RELEASE 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") FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT I MAY HAVE, NOW OR IN THE FUTURE, RELATED TO THE RELEASED PARTIES' USE OF THE LIKENESS THE RECORDINGS AND THE TOURNAMENT CONTENT, INCLUDING, WITHOUT LIMITATION, CLAIMS AND CAUSES OF ACTION BASED UPON DEFAMATION, INVASION OF RIGHT OF PRIVACY, PUBLICITY OR PERSONALITY, COPYRIGHT OR TRADEMARK INFRINGEMENT, AND UNFAIR COMPETITION. THE RELEASED PARTIES SHALL HAVE NO LIABILITY TO ME WITH RESPECT TO THEIR USE OF THE LIKENESS AND THE RECORDINGS INCLUDING, WITHOUT LIMITATION, FROM ANY SALE, PUBLICATION, DISPLAY, ADVERTISING, PROMOTION, SPONSORSHIP, PUBLICITY, OR TRADE OF THE LIKENESS OR THE RECORDINGS.

SECTION 8 SPONSORSHIP RESTRICTIONS.

I agree that I will not take any action or inaction that brings either me, 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 either Sponsor or Tournament Operator or reduces the public relations or commercial value of either of Sponsor Tournament Operator's association with me, and will not enter into any Sponsorship Agreement with, or otherwise associate with or associate either Sponsor or Tournament Operator with, any business involved in gambling (in any manner that could jeopardize the integrity of the Event or other Tournament Operator events, competitions, tournaments, and exhibitions), narcotics, pornography, firearms, prescription medication, alcohol, or tobacco or other prohibited business or activity as may be prohibited by Tournament Operator in its discretion. As used herein, the term "Sponsorship Agreement" means any agreement, whether written or oral, between myself and any person or entity in which the Likeness will be used or displayed by such person or entity on or in connection with, or otherwise associated or identified with, the Event Sponsor, Tournament Operator, or either Sponsor's or Tournament Operator's current and future business (including, without limitation, any products or services related thereto).

SECTION 9 INTEGRITY OF THE GAME.

I hereby recognize the serious detrimental effect to the Event, Sponsor, and Tournament Operator that would result from any impairment of public confidence in the honest and orderly conduct of the Event. I therefore understand and agree that Tournament Operator shall have the right to exercise or implement, immediately and without notice, any or all of the remedies set forth in this Agreement, or at law, in equity or under any other agreement if I, at any time:

- (a) accept a bribe or agree to or attempt to throw or fix any Event game or other Esports competition;
- (b) fail to promptly report a bribe offer or an attempt to throw or fix any Event game or other Esports competition;
- (c) bet, wager or gamble on any Event game or other Esports competition;
- (d) knowingly associate with Esports gamblers or gambling activity (in any manner that could jeopardize the integrity of the Event or other Tournament Operator events, competitions, tournaments, and exhibitions);
- (e) use or directly or indirectly provide other Event participants with, or facilitate their use of, illegal stimulants or other drugs for the purpose of attempting to enhance reaction time or in-game performance, including practice, recovery, and training time; or
- (f) participate in or am guilty of any other form of conduct determined by Tournament Operator, in Tournament Operator 's sole reasonable discretion, to be detrimental to the Event, or Tournament Operator events, competitions, tournaments, and exhibitions) or to Tournament Operator's current and future business (including, without limitation, any products or services related thereto).

SECTION 10 NON-DISPARAGEMENT.

During the Term and thereafter, I hereby represent, warrant, covenant, and agree that I will not make any statement about the Released Parties to any person or entity (unless compelled to do so by legal process) that could reasonably be foreseen to result in an adverse effect on the Released Parties or otherwise disparage the Released Parties. Disparagement shall mean negative oral or written statements published to third persons attributable to the Released Parties.

SECTION 11 NATURE OF SERVICES.

The services to be performed and the rights and privileges granted by me hereunder are special, unique, and impossible to replace, which gives them a peculiar value, the loss of which could not be reasonably or adequately compensated in damages in an action of law. My failure or refusal to perform my obligations hereunder would cause Sponsor and Tournament Operator to suffer irreparable loss and damage. If I fail or refuse to perform my obligations, each of Sponsor and Tournament Operator shall be entitled to injunctive or other equitable relief against me to prevent the continuance of such failure or refusal and/or to prevent me from performing services for, or granting rights to others, in violation of this Agreement.

SECTION 12 PAYMENT.

I may earn Appearance Fees and/or Prize Money for my participation and performance in the Event. For purposes of this Agreement, "Appearance Fees" means fees earned based on my attendance and participation in an Event; "Prize Money" means fees earned based on my performance during the Event. "Earnings" means collectively, Appearance Fees and Prize Money. The amount of the Earnings, if any, will vary based on the event may depend on various factors, including, without limitation, the number of rounds I participate in, the number of days I attend the event, the gaming platform I use, whether the event is online, regional, national, or international, or the number of teams participating in an event and other factors. The amount of the Earnings and the timing of payment will be determined by Tournament Operator in its discretion in accordance with the Rules and Instructions. Any applicable Appearance Fees and Prize Money will be published in advance of the Event. If I am entitled to Earnings Tournament Operator may issue an Earnings statement alongside the funds, which would identify the event I attended and the Appearance Fees and/or Prize Money paid with respect to me, subject to this Agreement. I understand and agree that (a) the Earnings may vary between competitors even if factors determining the payout amount are the same; and (b) I have no right to any Earnings unless and until Tournament Operator has determined to pay them to me.

If I elect for my Earnings to be paid directly to another party other than me, I will so inform Tournament Operator and provide any information or paperwork as Tournament Operator may require related thereto. I understand that Tournament Operator shall not be obligated to pay such other party and may continue to pay my Earnings directly to me or other entities to which I have consented for payment (including if I do not provide any required information or paperwork). I consent in advance for my Earnings to be paid directly to my Team, including any individual player on my Team (for distribution by my Team to me in accordance with any agreements between me and my Team).

Tournament Operator may make any such payment of Earnings via its affiliates. Notwithstanding the foregoing, those affiliates are not party to this Agreement unless expressly stated to the contrary herein and I acknowledge that such affiliates have no liability under this Agreement.

I HEREBY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION I MAY HAVE NOW OR IN THE FUTURE RELATED TO (A) ANY EARNINGS PAID BY TOURNAMENT OPERATOR IN ACCORDANCE HERewith (INCLUDING WITH ANY SUCH

DIRECTION); AND (B) ANY OBLIGATION SUCH PARTY TO WHICH I HAVE DIRECTED PAYMENT MAY HAVE TO PAY ME THE EARNINGS OR USE THE EARNINGS FOR A SPECIFIC PURPOSE.

SECTION 13 REMEDIES.

In addition to any remedies which may be available in the Rules, I understand and agree that by failing to comply with the Rules, I and my Team may be, as determined by Tournament Operator in its sole and absolute discretion:

- (a) temporarily or permanently disqualified from the Event, or from any individual Tournament; and
- (b) face other measures, including, without limitation, forfeiture of Earnings, removal from the Event venue, or a permanent ban from attending or participating in any future Tournament Operator events.

SECTION 14 TAXES.

14.1 I understand and agree that as between me and Tournament Operator, I am 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 my participation in the Event or my Earnings. I understand that Tournament Operator may be required to advise the Authorities of the value of any Earnings awarded to me, and that I 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 Earnings. Further, I understand that Tournament Operator may be required to withhold a portion of my Earnings and remit it to the Authorities.

14.2 I UNDERSTAND THAT MY 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 EARNINGS MAY RESULT IN THE FORFEITURE OF ANY EARNINGS I MIGHT BE OTHERWISE ENTITLED TO RECEIVE. I FURTHER UNDERSTAND THAT (I) MY FAILURE TO PROCESS FOR PAYMENT ANY CHECKS SENT TO ME 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 MY FAILURE TO PROCESS FOR PAYMENT ANY PAYMENTS SENT TO ME 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 MY RESPONSIBILITY TO FILE TAX RETURNS AND ANY OTHER APPLICABLE DOCUMENTATION WITH THE APPROPRIATE AUTHORITIES. TO THE EXTENT TOURNAMENT OPERATOR IS ASSESSED ANY TAXES OR AMOUNTS ON THE EARNINGS, I SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TOURNAMENT OPERATOR FROM SUCH TAXES AND AMOUNTS, AND TOURNAMENT OPERATOR SHALL BE ENTITLED TO DEDUCT ANY SUCH AMOUNTS FROM THE EARNINGS.

SECTION 15 WAIVER.

I HEREBY EXPRESSLY WAIVE ANY RIGHTS I HAVE, OR MAY HAVE, TO (A) ANY EQUITABLE RELIEF IN CONNECTION WITH THIS AGREEMENT, AND/OR (B) DISPUTE THE SCOPE OF THE RELEASES

CONTAINED IN **SECTIONS 7** AND/OR **12**, REGARDLESS OF THE GROUNDS, INCLUDING, WITHOUT LIMITATION, THAT THOSE PROVISIONS ARE A RELEASE OF UNKNOWN CLAIMS. FURTHERMORE, I HEREBY AGREE NOT TO INSTITUTE ANY LEGAL ACTION AGAINST THE RELEASED PARTIES BASED ON ANY OF THE GROUNDS SPECIFIED IN **SECTIONS 7** AND/OR **12**. THE RELEASES CONTAINED IN **SECTIONS 7** AND/OR **12** SHALL BE BINDING ON MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ANYONE CLAIMING BY OR CLAIMING THROUGH ME. I COMPLETELY UNDERSTAND AND ACCEPT THE TERMS OF THE RELEASE CONTAINED HEREIN.

SECTION 16 INDEMNIFICATION.

I hereby agree to indemnify, defend, and hold harmless the Released Parties from any loss, claim, damage, cost (including courts costs and attorneys' fees), or liability whatsoever of any kind or nature, arising out of or resulting from:

- (a) my acts or omissions in the performance of this Agreement or any breach hereof;
- (b) any death or personal injury;
- (c) damage to property resulting from my negligence or willful misconduct; or
- (d) my breach of the terms, conditions, representations, affirmations, covenants, warranties, and agreements contained in this Agreement.

SECTION 17 LIMITATION OF LIABILITY.

I UNDERSTAND, AND HEREBY ACKNOWLEDGE AND AGREE, THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO ME 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.

I UNDERSTAND, AND HEREBY ACKNOWLEDGE AND AGREE, THAT THE RELEASED PARTIES' TOTAL AGGREGATE LIABILITY FOR DAMAGES TO ME OR ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT, THE EVENT, THE GAME, OR ANY PRODUCTS OR SERVICES PROVIDED BY THE RELEASED PARTIES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL AMOUNT OF PRIZING FOR THE APPLICABLE TOURNAMENT.

SECTION 18 RISK OF PARTICIPATION.

I UNDERSTAND, AND HEREBY ACKNOWLEDGE AND AGREE, THAT I AM FULLY AWARE OF AND ASSUME 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 MY PARTICIPATION IN THE EVENT. I WILL ONLY PARTICIPATE IN THOSE ACTIVITIES FOR WHICH I HAVE THE REQUIRED SKILLS, QUALIFICATIONS, TRAINING, AND CONDITIONING.

SECTION 19 REPRESENTATIONS AND WARRANTIES.

I hereby represent and warrant that:

- (a) I have read, fully informed myself of, and fully understand all of the terms, conditions, representations, affirmations, covenants, warranties, and agreements contained in this Agreement, including, without limitation, the releases and waivers contained herein, and that I have had an opportunity to review and discuss this Agreement with counsel of my choosing prior to my acceptance of this Agreement;
- (b) I am not presently under, and will not in the future assume or agree to, any obligation or restriction that would interfere with or present a conflict of interest under this Agreement including, without limitation, any agreement with any union or guild;
- (c) I own or have acquired all proprietary interests in the Likeness necessary to grant the licenses set forth in this Agreement;
- (d) no portion of the Likeness or the Recordings, or the use or distribution thereof, will violate any intellectual property rights or other proprietary interests of a third party;
- (e) Use of the Likeness and Recordings in accordance with this Agreement will not require any additional permissions from or payments to any third party including, without limitation, any union or guild; and
- (f) my performance pursuant to this Agreement shall be in compliance with all applicable laws, rules, and regulations.

SECTION 20 CONFIDENTIALITY.

20.1 In the performance of this Agreement, I may obtain access to certain sensitive, confidential, restricted, or proprietary information of Tournament Operator (collectively, "Confidential Information"). Confidential Information includes, without limitation, the specific terms and conditions of this Agreement and any other agreement to which Tournament Operator is a party, all non-public information or materials concerning an Event and/or Tournament Operator's current and/or future business (including, without limitation, any products or services related thereto). I agree to safeguard and maintain, and not to disclose to any third party or copy, any such Confidential Information except as required for my performance hereunder.

20.2 The foregoing obligation of confidentiality shall continue for the term of this Agreement and for a period of five (5) years following expiration or termination of this Agreement for any reason (the "Restricted Period"). I further understand that certain Confidential Information may rise to the level of a "trade secret" under state and federal laws. I agree not to disclose to any person or entity, or use for any purpose whatsoever (except as required for my performance hereunder), any Tournament Operator trade secrets for the longer of:

- (a) the Restricted Period; or
- (b) so long as such item of Confidential Information constitutes a trade secret under applicable law.

20.3 The foregoing proscriptions against use, disclosure, and copying do not apply to information or data which:

- (a) is available in published print or otherwise known to the public, unless published or made known as a result of some act or omission of mine; or
- (b) is lawfully obtained by me in writing from a third party who is not under any obligation of confidentiality and did not acquire such information or data, directly or indirectly, from me or Tournament Operator.

I agree to return to Tournament Operator any and all such Confidential Information and trade secrets, and all copies thereof, upon the termination of this Agreement or at any other time upon the request of Tournament Operator.

SECTION 21 COLLECTIVE BARGAINING AGREEMENT.

I understand and agree that Tournament Operator is not a signatory to any collective bargaining agreement covering the services of performers, and I understand, represent and agree that my performance hereunder shall not be subject to the provisions of any collective bargaining agreement.

SECTION 22 RELATIONSHIP OF THE PARTIES.

It is the intention of the parties that I am a participant in the Event, and not an employee, agent, joint venturer, or partner of Tournament Operator. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tournament Operator and me. I understand that I do not have the right to legally bind Tournament Operator in any manner and I will not to represent myself as an agent or employee of Tournament Operator. I will retain the right to perform work for others during the term of this Agreement.

Each of Hi-Rez Studios, Inc. and Sponsor is a third-party beneficiary to this Agreement and may enforce the provisions hereof as if it were a party hereto. Except as expressly set forth herein no other person or entity is intended to be benefited in any way by this Agreement and this Agreement shall not be enforceable by any other person or entity. The obligations of Tournament Operator hereunder may be satisfied by Sponsor.

SECTION 23 NOTICE.

All official notices (including any notices regarding breach, termination, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Tournament Operator may also provide any such notice to you via e-mail. Any such notice shall be deemed given (a) when so delivered personally or by e-mail; (b) the next business day after, when sent by next day express mail or courier; or (ii) three (3) business days after when sent by certified or registered mail, as follows: (i) to me, at the e-mail address or other contact information provided by me to Tournament Operator in the course of my participation in the Event; or (ii) to Tournament Operator, at Hi-Rez Productions, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America, Attn: Legal Department – Event Competitor Agreement (Brawl Stars).

SECTION 24 GOVERNING LAW; WAIVER OF JURY TRIAL.

This Agreement and the Rules shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflict of law principles. I hereby consent and submit to the exclusive jurisdiction and venue over any action, suit, or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Atlanta, Georgia, United States of America. I shall bring any action, suit, or other legal proceeding to enforce, directly or indirectly, this Agreement or the Rules or any right based upon it exclusively in such courts. I FURTHER HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY AND AFFIRMATIVELY REQUEST THAT ANY DISPUTE BE HEARD BY A COURT OF COMPETENT JURISDICTION WITHOUT A JURY.

SECTION 25 GENERAL.

No right in this Agreement may be assigned by me, and I shall not delegate any of my obligations hereunder, without the prior written consent of Tournament Operator in each instance. Any purported assignment by me in violation of this **Section 25** shall be null and void. Tournament Operator's rights and obligations under this Agreement are freely assignable by Tournament Operator, with or without notice to me. Tournament Operator may act hereunder through any of its affiliates. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though such invalid or unenforceable parts had not been included herein. This Agreement, including the Rules (which are incorporated herein by this reference), contains the entire agreement and understanding between the parties, and supersedes any and all prior agreements, either oral or written, between the parties with respect to the subject matter hereof. The rights and obligations which by their nature continue after the termination of this Agreement, including, but not limited to, the rights and obligations with respect to licenses granted, ownership of Tournament Content, representations and warranties, indemnification, limitation of liability, and governing law, shall survive and continue after expiration of this Agreement, and shall bind the parties, their successors, heirs, and assigns. I hereby agree that if any provision of this Agreement is held invalid, illegal, or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain unimpaired and this Agreement shall continue in full force and effect, as if such invalid, illegal, or unenforceable provision had never existed. The failure by Tournament Operator to insist on or demand strict conformance by me to any term herein or failure by Tournament Operator to act in the event of a breach shall not be construed as a consent or waiver of any subsequent breach of the same or any other term contained herein. The headings in this Agreement have been inserted solely for convenience and will be ignored in its construction. The word "including" will be interpreted to mean "including, without limitation," when used in this Agreement.