



GLOBAL POKER LIVE EVENT

TERMS AND CONDITIONS

VERSION: 1.3

DATE OF LAST UPDATE: MAY 4, 2021.

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

These Live Event Terms and Conditions apply to you, and are binding on you, if you participate in any Live Event.

You must read these Live Event Terms and Conditions carefully in their entirety before you participate in any Satellite or Live Event. By participating in any Satellite or Live Event you confirm that you have read, accepted and agree to be bound by these Live Event Terms and Conditions, which include and are inseparably linked to our [Terms and Conditions](#), [Privacy Policy](#), [Responsible Social Gaming Policy](#), [Sweeps Rules](#) and other game or promotion specific terms relevant to your participation, and acknowledge that they constitute our entire understanding with you with respect to your participation in Live Events and Satellites. Capitalized terms used but not defined in these Live Event Terms and Conditions have the meanings given to them in our [Terms and Conditions](#).

If you do not agree with any provision of these Live Event Terms and Conditions or any other linked policy, rules or terms you must not participate in any Satellite or Live Event.

1. DEFINITIONS

Event Package means a prize which provides the recipient with entry to or enables the recipient to participate in a Live Event, and any other items specified by us.

Feeder Satellite means a SC Tournament where one or more of the prizes is:

- a. entry to another SC Tournament which provides the opportunity to win entry to a Qualifier Satellite; or b. entry to a Qualifier Satellite.

Live Event means a live poker tournament.

Live Event Terms and Conditions means these terms and conditions, as amended from time to time. **Qualifier**

Satellite means an SC Tournament where one or more of the prizes is an Event Package. **Satellite** means any Feeder Satellite or Qualifier Satellite.

SC Tournament means a poker tournament game available on the Platforms played with Sweeps Coins. **Website** means the website located at <https://www.globalpoker.com> and all subdomains, subpages and successor sites thereof.

2. ELIGIBILITY TO PARTICIPATE

- 2.1. Players must be 18 years of age or over the legal age of majority in the applicable jurisdiction (whichever is greater) to participate in a Satellite and/or Live Event. Even if you are 18 years or over in the jurisdiction that you reside in, you may not be able to participate in a Live Event if you are below the legal age of majority in the location where the Live Event is

held.

- 2.2. Employees and former employees (less than 3 years since cessation of employment) of VGW Group, any of their respective affiliates, subsidiaries, holding companies, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Games or the provision of services in respect of a Live Event and their immediate family (spouse, parents, siblings and children, whether the relationship is by birth, marriage or adoption) and household members (people who share the same residence at least 3 months of the year) are not eligible to participate in Satellites or Live Events unless approved in advance in writing by us.

3. HOW TO WIN AN EVENT PACKAGE

- 3.1. You may win an Event Package by taking part in a Qualifier Satellite.

- 3.2. You can participate in a Qualifier Satellite by:

- a. winning entry to a Qualifier Satellite through your participation in one or more Feeder Satellites;
- b. registering to participate in a Qualifier Satellite on our Platform and contributing the required SC buy-in amount; or
- c. where this means of participation is made available by us on our Website or Platform or via our direct communication to you, winning or receiving a 'Tournament Ticket' which provides you with entry to a specific Qualifier Satellite.

- 3.3. You can participate in a Feeder Satellite by:

- a. registering for the Feeder Satellite on our Platform and contributing the required SC buy-in amount; or
- b. where this means of participation is made available by us on our Website or Platform or via our direct communication to you, winning or receiving a 'Tournament Ticket' which provides you with entry to a specific Feeder Satellite.

- 3.4. You can participate in a Live Event by:

- a. winning an Event Package through your participation in a Qualifier Satellite; or
- b. where this means of participation is made available by us on our Website or Platform or via our direct communication to you, winning or receiving a promotional offer or freeroll which specifies that the prize is an Event Package.

4. GENERAL EVENT PACKAGE CONDITIONS

- 4.1. Information provided by us on the Platforms, Website or rules for other promotions about how to participate in Satellites and details about the prizes available in Satellites form part of these Live Event Terms and Conditions.

- 4.2. We will only cover expenses specifically stated by us to be included in an Event Package. You agree that if you win an Event Package you are responsible for any expenses not specifically included in the Event Package.

- 4.3. You may be asked at any stage to provide us or a third party authorized by us with proof of your age and/or identity (passport or valid picture identification). In addition, the organizer of a Live Event or the venue at which the Live Event is held may request proof of your age and/or identity. Any player unable to produce such proof of age and/or identity will be disqualified from any and all applicable SC Tournament/s and Live Event/s, may be excluded from future Live Events and may be permanently barred from the Platforms.

- 4.4. You agree and acknowledge that if you win an Event Package:

- a. you may receive some or all of the value of the Event Package in Sweeps Coins, which can be redeemed in accordance with our [Terms and Conditions](#) and [Sweeps Rules](#) (following the successful completion of any verification checks required by us);
- b. subject to clause 4.4(a), you may not otherwise redeem or exchange the Event Package for any Sweeps Coins, money or money's worth, and must either use the Event Package in full or forfeit the Event Package completely without compensation;
- c. the Event Package must be taken "as offered" and, except as provided in these Live Event Terms and Conditions, cannot be varied, transferred or exchanged; and
- d. we are not required to provide you with any alternative form of compensation if for any reason you are unable to redeem any

Sweeps Coins provided as part of the Event Package.

- 4.5. If you win more than one Event Package that includes entry to the same Live Event, we reserve the right to, at our sole discretion, substitute the subsequent Event Packages won or any part of them for a prize of equal or greater value without giving notice, subject to any applicable laws.
- 4.6. If you win an Event Package but are unable to use the Event Package for any reason or fail to attend any specific Live Event that may be included in that Event Package you will be deemed to have forfeited your claim to the Event Package and we will not have any obligation to compensate you in any manner whatsoever.
- 4.7. Where an Event Package is forfeited or the participant who would otherwise have received the Event Package is disqualified, we reserve the right to, in our sole discretion, award that Event Package to the next placed eligible participant in the applicable SC Tournament.
- 4.8. By participating in any SC Tournament you:
- a. confirm to us that the personal details associated with your Customer Account are accurate;
 - b. agree that the person whose name appears on your Customer Account will be the person deemed to have played in that SC Tournament; and
 - c. agree that only the person whose name appears on the Customer Account that wins an Event Package is eligible to attend and play in the Live Event included in that Event Package.
- 4.9. If an Event Package or any part of the Event Package is unavailable, for whatever reason, we reserve the right to substitute the Event Package or any part of the Event Package for a prize of equal or greater value without giving notice, subject to any applicable laws.
- 4.10. By participating in any SC Tournament and/or Live Event you agree that:
- a. you are solely responsible for the timely payment of any and all income or similar taxes or related payments imposed or levied by any applicable jurisdiction or any governmental authority on any prizes, fees or other amounts paid to you as a result of your participation in any SC Tournament and/or Live Event and for submitting to the relevant authorities any tax returns in respect of such amounts; and
 - b. EXCEPT TO THE EXTENT SUCH RECOVERY IS PROHIBITED BY LAW, YOU INDEMNIFY US AND SHALL KEEP US FULLY AND EFFECTUALLY INDEMNIFIED FROM AND AGAINST ANY LIABILITY OR EXPENSE IN CONNECTION WITH SUCH TAXES OR OTHER PAYMENTS.
- 4.11. You acknowledge that unless we specifically state otherwise on our Website or Platforms, we are not affiliated with any individual or company involved in delivering or organizing a Live Event.

5. SCHEDULED CHANGES

You acknowledge that we may at any time in our sole discretion:

- a. make additions or alterations to the schedule of SC Tournaments and Live Events;
- b. cancel, modify or suspend a SC Tournament; or
- c. together with the organizer and/or venue of a Live Event, modify, cancel or suspend a Live Event.

6. YOUR PARTICIPATION IN A LIVE EVENT

- 6.1. By participating in any Live Event you agree to comply with any terms, rules or regulations of the organizer of the Live Event and/or the venue at which the Live Event is held. Prior to your participation in any Live Event, you may be required to agree to and be bound by separate terms and conditions of the organizer and/or venue and you acknowledge that if you do not agree to be bound by and such terms and conditions you may not be allowed to participate in the Live Event or enter the venue at which the Live Event is held.
- 6.2. If you participate in a Live Event you are not permitted to show, display or communicate in any way, any message or content which, in our sole discretion is, or could be construed to be political in nature (or supportive of any political cause or action), racist, obscene, derogatory, threatening in nature, a form of harassment, libelous, fraudulent, invasive of another person's privacy, offensive,

defamatory of another person, or otherwise promote, advertise or condone anything illegal or unlawful, victimizes, degrades, harasses or intimidates an individual or group of individuals on the basis of any classification, including, without limitation, religion, gender, sexual orientation, race, color, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability, constitutes, or would otherwise encourage, criminal conduct or give rise to civil liability, or which is intended for commercial purposes, including without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services.

- 6.3. We reserve the right to, in our sole discretion, refuse any person entry into any and all Live Events as well as the Live Event venue/s for any reason. Individuals who are excluded by a Live Event organizer, sponsor, partner or venue are not eligible for entry into any Live Event venue/s.
- 6.4. We, together with the organizer or venue of a Live Event, reserve the right to disqualify any person from all tournaments and games at the Live Event and/or to request the removal of such person from the Live Event venue/s for any reason. If you are disqualified from a Live Event, you forfeit your entire buy-in and will not be entitled to any prize monies or any other prize consideration that you may have qualified for at the point of disqualification.
- 6.5. We may deactivate your Customer Account or disqualify you from any Satellite if at any time we reasonably believe that you have:
- a. engaged in any of the behavior described in clause 6.2; or
 - b. committed any other breach of these Live Event Terms and Conditions.

7. USE OF LOGOS AND SPONSORSHIP

7.1. By participating in any SC Tournament and/or Live Event you:

- a. irrevocably grant us and third parties acting on our behalf, all rights, consents and licenses necessary to enable us to use your name, image, photograph, and likeness throughout the world in perpetuity for any purpose we in our absolute discretion require (including for the purposes of promoting any Live Event, the VGW Group and its affiliates and any products or services supplied by the VGW Group and its affiliates) by any means and in any and all media without further compensation;
- b. RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, AFFILIATES, ULTIMATE PARENT AND PARENT COMPANIES, ANY SUBSIDIARIES AND PERMITTED DESIGNEES FROM AND AGAINST ANY CLAIM, DAMAGE, LIABILITY, COST AND EXPENSE ARISING FROM VIOLATION OF ANY RIGHT TO PRIVACY, PUBLICITY OR PERSONALITY THAT YOU HAVE, OR INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT THAT YOU OWN OR HOLD, BASED UPON OR RELATED TO ANY USE OF YOUR NAME, IMAGE, PHOTOGRAPH AND LIKENESS. THE FOREGOING RELEASE SHALL BE BINDING UPON YOU AND YOUR HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES. YOU HEREBY WAIVE ALL MORAL RIGHTS IN YOUR NAME, IMAGE, PHOTOGRAPH AND LIKENESS TO WHICH YOU MAY NOW OR AT ANY TIME IN THE FUTURE BE ENTITLED UNDER ANY APPLICABLE LAW AND AGREE NOT TO INSTITUTE, SUPPORT, MAINTAIN OR PERMIT ANY ACTION OR CLAIM TO THE EFFECT THAT ANY TREATMENT, EXPLOITATION OR USE OF THE SAME INFRINGES YOUR MORAL RIGHTS; AND
- c. agree that you will help to promote the Website and Platforms and, if requested by us, act as our spokesperson during and after the Live Event, including but not limited to, meeting with press and participating in other events conducted by us.

7.2. You agree that on request by us, you will wear any of our logos or any apparel containing any of our logos at any time during a Live Event and/or whilst at the Live Event venue, including at any TV or webcast table, without compensation.

7.3. You are not permitted to wear any other company names and/or brand logo/s (including but not limited to, sports and fashion brands) at a Live Event, except with our prior written permission. If we determine, in our sole discretion, that you are wearing a company name or brand logo that has not been authorized by us, we are entitled to require that you immediately remove the company name or brand logo and/or to disqualify you from the Live Event should you fail to do so (or we can instruct the venue and/or the operator at a Live Event to give effect to our determination). Subject to applicable law, you hereby waive any rights or claims you may otherwise have against us in relation to our action against you in this regard.

8. GENERAL LIABILITY RELEASE

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS AND AFFILIATES, OUR ULTIMATE PARENT AND PARENT COMPANIES AND ANY OF OUR SUBSIDIARIES AND RELATED ENTITIES:

- a. WILL NOT BE RESPONSIBLE TO YOU IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR, AND ARE HEREBY RELEASED FROM, ANY AND ALL COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER), INCLUDING, WITHOUT LIMITATION, DEATH AND BODILY INJURY, DEEMED OR ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN A SATELLITE OR LIVE EVENT OR ANY RELATED ACTIVITY; AND

b. HAVE NOT MADE ANY WARRANTY, REPRESENTATION OR GUARANTEE EXPRESS OR IMPLIED, IN FACT OR LAW, WITH RESPECT TO ANY EVENT PACKAGE OR ANY OTHER PRIZE, INCLUDING, WITHOUT LIMITATION, TO SUCH PRIZES' QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

9. MISCELLANEOUS

9.1. **Disputes:** Any dispute relating to your participation in any Satellite or Live Event, any component of an Event Package or these Live Event Terms and Conditions will be resolved in accordance with paragraph 22 of the Global Poker [Terms and Conditions](#). To the extent that a situation or issue arises for which these Live Event Terms and Conditions make no provision or are unclear, we reserve the right to make a decision regarding such a situation or issue in our sole discretion and such decision will be final and binding.

9.2. **Amendments:** We reserve the right, at any time, to alter these Live Event Terms and Conditions as we deem appropriate and will try to ensure that such changes are reflected on our Website and/or Platforms in a timely manner. Your continued participation in any Satellite or Live Event following such amendment and notification shall serve as your acceptance of the amendments. You accept sole responsibility to review the most recent version of these Live Event Terms and Conditions each time prior to your participation in any Satellite or Live Event, and to enquire with us as to whether the version of the Live Event Terms and Conditions that is available on our Website and/or Platforms is the most recent version.

9.3. **Inconsistency:** These Live Event Terms and Conditions prevail to the extent of any inconsistency with our [Terms and Conditions](#).

9.4. **Enforcement:** We (or an authorized third party acting on our behalf) have the right, in our sole discretion, to take all such action as we deem reasonable in order to enforce the provisions of these Live Event Terms and Conditions at any time.

9.5. **Assignment:** These Live Event Terms and Conditions are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights, licenses and/or obligations, in whole or in part, under these Live Event Terms and Conditions to any third party without notice to you.

9.6. **Force Majeure:** We will not be liable for any delay or failure in performing our obligations to you under these Live Event Terms and Conditions in the event of acts, events, omissions or accidents beyond our reasonable control including (but not limited to) acts of God, fire, explosion, accidental damage, flood, earthquake, adverse weather conditions or other natural disaster, war, threat of or preparation for war, terrorist attack, civil war, civil commotion or riots and voluntary or mandatory compliance with any law.

9.7. **Choice of Law and Forum:** You agree that all matters arising out of or relating to these Live Event Terms and Conditions are governed by, and construed in accordance with, the laws of the state of New York, without giving effect to any of its conflict of laws provisions.