

GLOBAL POKER 'TOURNAMENT OF CHAMPIONS' RULES

VERSION: 1.0

DATE OF LAST UPDATE: May 4 2021

NO PURCHASE NECESSARY TO ENTER OR WIN

- These rules (Promotion Rules) form a legal agreement between you and VGW Group (also referred to as us, we, and our). Capitalized terms used but not defined in these Promotion Rules have the meanings given to them in our <u>Terms and Conditions</u>.
- 2. **Promotion:** The Global Poker 'Tournament of Champions' promotion (**Promotion**) comprises four tournament events (**Events**). An Event will:
 - (i) comprise one Gold Coin tournament and one Sweeps Coin tournament that will both be held on the same day; and
 - (ii) take place shortly after each of the four Global Poker Championship series tournaments (**GP Championships**) concludes the 'Grizzly Games', the 'Rattlesnake Open', the 'GOAT' and the 'Eagle Cup'.
- 3. **Event dates:** The date for each Event will be set out in the promotion rules for the GP Championship immediately preceding that Event.
- 4. Eligibility: You are only eligible for this Promotion if you have met all of the following criteria:
 - (i) you are in the United States of America (excluding outlying territories and the State of Washington) or Canada (excluding Quebec) (except for employees of VGW Group, its affiliates, subsidiaries, and agencies, and members of their immediate family or persons living in the same household);
 - (ii) you have reached the legal age of majority in your province/territory at the time of entry;
 - (iii) you have an active Global Poker account; and
 - (iv) subject to rule (5) below, you have won a tournament that is part of a GP Championship.

5. How to enter:

(i) To qualify for an Event, you must win at least one of the tournaments that is part of the GP Championship immediately preceding that Event (**Qualifying Winner**). Winners from previous GP Championships will not qualify for that Event. (*Example: Only a player who*



- wins a tournament at the 'Rattlesnake Open' Championship can participate in the 'Tournament of Champions' Event organized immediately following that 'Rattlesnake Open' Championship. A winner from the prior 'Grizzly Games' Championship will not qualify for that 'Tournament of Champions' Event.)
- (ii) Qualifying Winners of Gold Coin and Sweeps Coin tournaments will receive free qualifications for the respective Gold Coin and Sweeps Coin Event tournaments and will need to register prior to commencement.

6. Prizes:

- (i) Gold Coin tournament:
 - a. The winner of the Gold Coin tournament for an Event will receive:
 - A. GC5,000,000;
 - B. a 'Tournament of Champions' trophy; and
 - C. Global Poker apparel and/or accessories that the VGW Group may, at its sole discretion, decide to make available (**GP Merchandise**).
 - b. The players that progressed through the same Gold Coin tournament referred to in (a) and played at the final table of that tournament will receive prizes based on how they finished in that tournament as follows:
 - A. 2^{nd} place GC1,000,000;
 - B. 3rd place GC900,000;
 - C. 4th place GC800,000;
 - D. 5th place GC700,000;
 - E. 6th place GC550,000;
 - F. 7th place GC450,000;
 - G. 8th place GC350,000; and
 - H. 9th place GC250,000.

(ii) Sweeps Coin tournament:

- a. The winner of the Sweeps Coin tournament for an Event will receive:
 - A. a SC5,000 prize and will be eligible to represent us at a Live Event (as defined in the <u>Live Event Terms and Conditions</u>), as described in detail in rule 7 below (**Live Event Package**);
 - B. a 'Tournament of Champions' trophy; and
 - C. GP Merchandise.
- b. The players that progressed through the same Sweeps Coin tournament referred to in (a) and played at the final table of that tournament will receive prizes based on how they finished in that tournament as follows:
 - A. 2^{nd} place SC1,000;
 - B. 3rd place SC900;
 - C. 4th place SC800;
 - D. 5th place SC700;
 - E. 6^{th} place SC550;
 - F. 7th place SC450;
 - G. 8th place SC350; and
 - H. 9th place SC250.



(iii) Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

7. Live Event Package:

- (i) Subject to our <u>Live Event Terms and Conditions</u>, if you win a Live Event Package, you will receive SC5,000 and will be eligible to represent us in a Live Event of your choice (subject to our written approval).
- (ii) If you win a Live Event Package you agree to take all reasonable steps to participate and represent us in a Live Event of your choice (subject to our written approval).
- (iii) If you win the Live Event Package you are solely responsible for arranging your attendance at the Live Event and for all expenses associated with your attendance at such Live Event. Unless specified otherwise by us the Live Event Package does not include spending money, meals, drinks, travel costs, laundry charges, activities, entertainment, incidentals, gratuities, services charges, passports, visas, travel insurance, items of a personal nature and all other ancillary costs.
- (iv) For the avoidance of doubt, you are solely responsible for:
 - a. arranging your travel to and from any Live Event;
 - b. arranging any passports or visas required by you in order to attend or participate in any Live Event;
 - c. ensuring that you are fit to travel and have received appropriate immunizations and/or health checks prior to any Live Event;
 - d. complying with any and all requirements of the organizer of the Live Event and their casino partners, if any;
 - e. ensuring that you have enough money to pay for items during any Live Event which are not included in the Live Event Package; and
 - f. obtaining travel insurance. TRAVEL INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST THE ADDITIONAL COSTS INCURRED IN THE EVENT OF UNFORESEEN CIRCUMSTANCES.
- (v) As a condition of receiving the Live Event Package, you also undertake to:
 - a. send us a photo of your entry ticket (showing name and seat number) for every Live Event you play in;
 - wear your GP Merchandise when playing in the Live Event, provided that it is not contrary to the rules of the Live Event and/or venue where the Live Event is hosted;
 - c. represent Global Poker in a positive and professional manner; and
 - d. provide updates from all tournaments you play in. At a minimum, you will provide an update during every break, with the update consisting of information regarding chip stack, average stack, total runners and runners remaining. These updates can either be emailed to communicationsteam@globalpoker.com, or tweeted to communicationsteam@globalpoker.com, or tweeted to communicationsteam@globalpoker.com, or
- (vi) It is a condition of accepting the Live Event Package that you must comply with all the terms and conditions relating to the Live Event Package, including those of any individual or company involved in supplying the Live Event Package or any part of the Live Event Package.



- (vii) You acknowledge that unless otherwise publicly stated by us, we are not affiliated with any Live Event organizer(s) nor any other party involved in the Live Event.
- (viii) The Live Event Package is non-transferable and non-exchangeable by you.
- (ix) The <u>Live Event Terms and Conditions</u> apply to all winners of Live Event Packages.
- 8. **'Hometown Heroes' promotion**: Event winners are eligible to enter the 'Hometown Heroes' promotion as governed by the <u>Hometown Heroes Promotion Rules</u>.
- 9. Winner notification: Prizes for certain Events in the form of Gold Coins or Sweeps Coins may be awarded to the Event winners instantly. For prizes that are not awarded instantly (e.g. merchandise), Event winners will be notified electronically by their last known email or phone number. In such cases, if an Event winner doesn't sign and return any required release form and/or respond to accept their prize within 15 days of notification, they may not receive their prize. We may then award the applicable prizes to an alternate participant at our sole discretion.
- 10. **General terms and conditions:** By entering this Promotion, you agree to be bound by these Promotion Rules, which include and are inseparably linked to the Global Poker's <u>Terms and Conditions</u>, <u>Live Event Terms and Conditions</u>, <u>Privacy Policy</u>, <u>Responsible Social Gaming Policy</u> and <u>Sweeps Rules</u> (collectively, the **Official Rules**), and by the decisions of VGW Group, which are final on all matters relating to the Promotion. VGW Group reserves the right, in its sole discretion, to amend these Promotion Rules or to otherwise cancel, suspend or modify this Promotion in any manner it deems appropriate at any time and without prior notice to you. You will have no legal recourse against the Promotion Parties (defined below) or their respective employees, for any such change, suspension or termination. We reserve the right, in our sole discretion, to disqualify any player which we believe:
 - (i) has tampered or attempted to tamper with the entry process or the operation of the Promotion; or
 - (ii) otherwise violated these Promotion Rules or our Official Rules; or
 - (iii) acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.
- 11. **Intellectual property rights:** By participating in this Promotion, you grant us and third parties acting on our behalf an irrevocable, perpetual, exclusive, world-wide, royalty free, sub-licensable, transferable license to:
 - (i) use, reproduce, copy and publish all photographs, film recordings of, or relating to, you and your property (both personal and real) (**Work**) in any manner in which we see fit, including by way of promotion, advertising and public relations; and
 - (ii) use your name, image, physical likeness, voice and any and all attributes of your personality and/or performance (appearance) as shown in the Work for promotional, marketing and advertising purposes, in any medium.
- 12. **LIMITATION OF LIABILITY:** BY ENTERING THIS PROMOTION, YOU:
 - (i) ACKNOWLEDGE AND ACCEPT THAT ATTENDING A LIVE EVENT AND PARTICIPATING IN ASSOCIATED ACTIVITIES MAY RESULT IN DEATH, INJURY, INCAPACITY, DAMAGE TO



- PROPERTY OR OTHER LOSSES, AND WE ARE NOT RESPONSIBLE FOR ANY ACTS OF GOD, SUCH AS NATURAL DISASTERS OR INDUSTRIAL ACTION OR CIVIL COMMOTION THAT MAY TAKE PLACE:
- (ii) MUST MAKE YOUR OWN INQUIRIES ABOUT LOCAL ISSUES AND CONDITIONS RELEVANT TO A LIVE EVENT PRIOR TO TRAVEL;
- (iii) AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, AFFILIATES AND RELATED ENTITIES (COLLECTIVELY **THE PROMOTION PARTIES**):
 - a. WILL NOT BE RESPONSIBLE TO YOU IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR, AND ARE 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 THE PROMOTION, THE EVENTS, ANY LIVE EVENTS, ANY ADDITIONAL PROMOTION OR ANY RELATED ACTIVITY; AND
 - b. HAVE NOT MADE ANY WARRANTY, REPRESENTATION OR GUARANTEE EXPRESS OR IMPLIED, IN FACT OR LAW, WITH RESPECT TO THE LIVE EVENT PACKAGE OR ANY OTHER PRIZE, INCLUDING, WITHOUT LIMITATION, TO SUCH PRIZES' QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT; AND
- (iv) WAIVE ALL RIGHT TO, AND HOLD THE PROMOTION PARTIES HARMLESS FROM, ANY CLAIM, LIABILITY, LOSS, DAMAGE (INCLUDING PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES), OR EXPENSE (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE. USE, OR MISUSE OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. THE PROMOTION PARTIES WILL NOT BE RESPONSIBLE FOR: (A) LATE, INCOMPLETE, OR INCORRECT ENTRIES; (B) YOUR FAILURE TO RECEIVE PRIZE NOTICES DUE TO YOUR SPAM, JUNK E-MAIL, FILTERS, OR OTHER SECURITY SETTINGS OR FOR YOU PROVIDING US WITH INCORRECT OR OTHERWISE NON-FUNCTIONING CONTACT INFORMATION; (C) TECHNICAL, HARDWARE, OR SOFTWARE MALFUNCTIONS, LOST OR UNAVAILABLE NETWORK CONNECTIONS, OR FAILED, INCORRECT, INACCURATE, INCOMPLETE, GARBLED, OR DELAYED ELECTRONIC COMMUNICATIONS WHETHER CAUSED BY THE SENDER OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR USED IN THIS PROMOTION; (D) BY ANY HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF THE ENTRIES IN THIS PROMOTION; OR (E) ANY TYPOGRAPHICAL, TECHNOLOGICAL, OR OTHER ERROR IN THE PUBLISHING OF THE OFFER, ADMINISTRATION OF THE PROMOTION, OR ANNOUNCEMENT OF THE PRIZE.
- 13. **Inconsistency:** If there is any inconsistency between these Promotion Rules and anything else that refers to this promotion, including the <u>Live Event Terms and Conditions</u>, these Promotion Rules will prevail.



14. **Choice of Law and Forum:** You agree that all matters arising out of or relating to this Promotion and these Official Rules 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. You further agree that any disputes arising under these Official Rules will be resolved in accordance with paragraph 22 of the Global Poker <u>Terms and Conditions</u>.

