

# WORLDGAMING: TERMS AND CONDITIONS

The WorldGaming promise is simple: to provide online console gamers of all skill levels with the chance to play the best games for the biggest prizes. In order to ensure fair play, and that every member is treated with the respect they deserve, these are the rules of the game. These are our Terms and Conditions of service ("T&Cs"). Abide, and we'll keep you. Break them, and you're out.

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## **Binding Terms and Conditions**

### **Terms and Conditions Binding**

WorldGaming welcomes you. These T&Cs apply to web sites and interactive services (individually a "Service" and collectively the "Services") owned or operated by WG Limited and its subsidiaries and affiliates ("WorldGaming", "we" or "us"), which includes, without limitation, Intertaintech Corporation. By registering for an account and becoming a member to participate in games or tournaments offered by WorldGaming (the "Site") you confirm your knowledge of and agreement to be bound by the then most current version of these T&Cs, which can be accessed from the Site. To use the Site and Services, you must be at least 18 years old and over the age of majority in the jurisdiction in which you live. WorldGaming may modify these T&Cs from time to time. WorldGaming will notify you of any material changes to these T&Cs so you may have the opportunity to discontinue use of the Services or Site should you wish. You are responsible for reviewing these T&Cs periodically for any modifications. Your continued use of the Site following such modifications signifies your acceptance of those modifications. Additional terms may apply to your use of any Service, including contest rules and eligibility. We will provide these terms to you or post them on the website pages to which they apply; they are incorporated by reference into these T&Cs. If there is a conflict between these T&Cs and any additional terms that apply to a particular Service, the additional terms will control.

As set out in more detail below, WORLDGAMING RESERVES THE RIGHT TO IMMEDIATELY SUSPEND AND/OR CLOSE THE ACCOUNT OF ANY MEMBER WHO VIOLATES, OR WHOM WORLDGAMING REASONABLY BELIEVES MAY BE OR WILL BE VIOLATING, THESE TERMS AND CONDITIONS OF SERVICE, AT ANY TIME WITHOUT NOTICE. Please note that if a member's account is closed due to a violation of the T&Cs, subject to the conditions below, WorldGaming reserves the right to determine how the member's account balance will be distributed.

## **PREMIUM MEMBERSHIP SERVICE TERMS AND CONDITIONS**

WorldGaming may offer a premium membership subscription service conditioned on your payment of a fee ("Subscription Service"). With the Subscription Service, you get access to additional services including exclusive daily and weekly leaderboards, custom friend leagues, gamer training, awesome partner offers and more. You can participate in any game, tournament or leaderboard offered through the Subscription Service without ever paying a service fee! For a full description of the current Subscription Service offerings, please visit <https://www.worldgaming.com/premium>.

WorldGaming will provide notice of any charges, or extra charges, before you register for a Subscription Service. You are responsible for any charges for this Subscription Service. WorldGaming is not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

To sign up for the Subscription Services, complete the required registration details, select your method of payment and then click to confirm payment. You must be at least 18 years old and over the age of majority in the jurisdiction in which you live to sign up for the Subscription Service.

At the time you sign up for the Subscription Service, you will be asked to provide a credit card to which the Subscription Service will be billed. You may update your credit card information at any time through your payment service provider. By signing up for the Subscription Service and providing WorldGaming with your credit card information, you grant a continuing authority to us to charge your credit card for the cost of the particular Subscription Service you select (either monthly or yearly) at the then current subscription rate (including any increases provided you are notified in advance) unless and until you elect to cancel the Subscription. You warrant to us that the credit card information that you provide us is correct and is your account. For yearly Subscription Service, you will receive an e-mail confirmation of your auto renewal at least thirty days prior to any applicable twelve-month renewal. You will receive an email confirmation of your auto renewal, or any proposed changes to your Subscription Service rate, at least thirty days prior to any annual renewal or amendment, and an annual notice concerning any monthly subscription.

You agree that WorldGaming may make improvements and/or changes to the Subscription Service and/or may discontinue any part of a Subscription Service at any time.

### **Monthly Subscription Free Trial**

The one month free trial is available to individuals who have not previously subscribed to WorldGaming's Subscription Services. It cannot be combined with any other offers. WorldGaming will start billing your credit card for monthly Subscription Service fees at the end of the free trial period of your Subscription Service unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, please visit <https://www.worldgaming.com/web/subscription>. WorldGaming will not charge your credit card unless you do not cancel prior to the end of your free trial period. WorldGaming will not notify you that your free trial period has ended or that the paying portion of your Subscription Service subscription has begun. To cancel before the end of your free trial period, send an email to [cancellation@worldgaming.com](mailto:cancellation@worldgaming.com) and include the email address that you initially utilized to create your WorldGaming account. To see your free trial end date, and to otherwise manage your subscription, visit your account here <https://www.worldgaming.com/web/subscription>. WorldGaming will continue to bill your credit card on a monthly basis for your subscription until you cancel. You may cancel your monthly subscription at any time. Please note that WorldGaming does not offer refunds for partially used monthly periods

### **CANCELLATION OF PREMIUM SUBSCRIPTION SERVICE**

You may cancel your subscription service at any time by emailing [cancellation@worldgaming.com](mailto:cancellation@worldgaming.com). If you wish to cancel a monthly Subscription Service, you must do so before the first day of your next monthly cycle. This renewal date is contained in your initial subscription email. WorldGaming does not provide refunds for monthly Subscription Services. If you wish to cancel a yearly Subscription Service, you must do so before the renewal date or within fifteen (15) days following the renewal date to receive a refund for that year. If you elect to cancel

outside of this fifteen (15) day window, you will be charged for the full year and no amount will be refunded. This renewal date is contained in your initial subscription email, as well as your yearly renewal email.

WorldGaming reserves the right to terminate your access to any Subscription Service or any portion thereof at any time, without notice. Upon such termination, WorldGaming will, return a pro-rata portion of your Subscription Service fee unless your access to any Subscription Service was terminated due to a breach of the WorldGaming Terms & Conditions or any rules or regulations of any tournament in which case any such refund will be entirely at WorldGaming's discretion. You must comply with the WorldGaming Terms & Conditions, as well as the rules and regulations for any tournament you may enter through your subscription. Failure to do so may result in termination of your subscription and forfeiture of any tournament payout resulting for your violation of the tournament rules or WorldGaming Terms & Conditions.

## **GENERAL TERMS AND CONDITIONS (ALL USERS)**

### **1.1 Governing Law and Disputes**

These Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of and venue in the courts of the Province of Ontario located in Toronto, Ontario, Canada, in all disputes arising out of or relating to the Services. Notwithstanding any other provisions of these T&Cs, we may seek injunctive or other equitable relief from any court of competent jurisdiction. You agree that any dispute that cannot be resolved between the parties shall be resolved individually, without resort to any form of class action.

We make no representation that this Site is operated in accordance with the laws or regulations of, or governed by, other nations. By utilizing the Services and participating in Site activities, you certify that you meet the age and other eligibility requirements for the Site and the Services set forth in the T&Cs. If you do not meet the age and other eligibility requirements, please discontinue using the Site and the Services immediately.

### **1.2 Entire Agreement**

These T&Cs, together with any additional terms and conditions or policies referred to and incorporated herein (including additional terms applicable to a particular Service including where applicable, but not limited to, the Subscription Service and the Privacy Policy), constitute the entire agreement between you and WorldGaming regarding the Services and cannot be modified by you, or any person affiliated, or claiming affiliation, with WorldGaming except by express written agreement.

### **1.3 Severability**

To the extent possible by applicable law, if any portion of these T&Cs is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers, liability limitations and commitment not to participate in class action proceedings set forth above, then the invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs shall continue in effect.

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## Eligibility and Restrictions on Participation

### 2.1 Eligibility

In order to register and maintain an account on the Site, an individual must:

- a. be a natural person, at least 18 years old and over the age of majority in the jurisdiction in which the individual lives and who has had the email address submitted on the account registration form assigned to their use and control as represented
- b. be a citizen or resident of a country ("Territory") where skilled gaming is legal (as applicable from state to state within a given Territory);
- c. be physically located in a Territory in which participation in the Service you select, or the Site, is unrestricted by applicable laws; and
- d. comply with these T&Cs at all times.

All registered account holders may play free or non-prizing tournaments on the Site. Some tournaments may be exclusively available to Subscription Service members only. Members from certain Territories may choose to fund their accounts and also play entry-fee or cash tournaments. WorldGaming is under no obligation to, and does not, accept funded accounts from members in all Territories and may at any time refuse to permit the funding of a member's account. Certain WorldGaming affiliates, sponsors and/or partners "WG Affiliates", may not be eligible to participate. Officers, directors and agents of WorldGaming, and Intertaintech Corporation ("WorldGaming") are not eligible to participate.

Additional Information for Canadian Citizens and Residents: WorldGaming DOES NOT offer fee-based tournaments to residents of Quebec,

Additional Information for U.S. Citizens and Residents: The laws governing contests, tournaments and skilled gaming with entry fees and/or prizes are established by each individual state, not by the federal government. As such, WorldGaming CANNOT, and therefore DOES NOT, offer fee-based tournaments to residents of the following states: Arizona, Arkansas, Connecticut, Delaware, Florida, Illinois, Iowa, Louisiana, Maryland, Montana, Nebraska, South Carolina, South Dakota, Tennessee. VOID WHERE PROHIBITED OR RESTRICTED BY LAW: If you open an account and/or participate in any tournament or game offered on the Site while located in a prohibited jurisdiction, you will be in violation of the law of such jurisdiction and these T&Cs, and subject to having your account suspended or terminated and all winnings (if any) voided.

### 2.2 Information Required

Upon registration and/or during the processing of transferring funds into your account, you are required to provide the following information:

- a password
- your e-mail address
- birth date
- full name
- permanent residential address
- credit card or other payment information
- gender

The information provided must be true, accurate, current and complete, as requested. You agree to update the registration data to keep it current and accurate. If WorldGaming determines you are registering with purposely incorrect information, WorldGaming reserves the right to close your account. Knowingly submitting incomplete or inaccurate information will result in immediate termination of your account and forfeiture of any prizes or winnings to which you may have otherwise

been entitled. WorldGaming also reserves the right, in its sole discretion, to change and/or suspend/terminate offensive usernames.

Make it fun if you like, but keep it clean. Please note that the minimum deposit is \$10 if you choose to play for money.

## **2.3 Local Laws**

You are subject to all laws of the province, state, and/or country in which you reside and from which you access the Services, and are solely responsible for obeying those laws. You agree WorldGaming and WG Affiliates are not and cannot be held liable if laws applicable to you restrict or prohibit your participation. WorldGaming and WG Affiliates make no representations or warranties, implicit or explicit, as to your legal right to participate in any tournament offered on the Site nor shall any person affiliated, or claiming affiliation, with WorldGaming and WG Affiliates have authority to make any such representations or warranties.

WorldGaming reserves the right to monitor the location from which you access the Site and to block access from any jurisdiction in which participation is illegal or restricted.

## **2.4 Proof of Eligibility**

WorldGaming may at any time require any member to provide proof of eligibility to participate in order to continue to allow such member access to the Site and the Services, and each member hereby acknowledges and accepts this condition of their participation as a reasonable measure to ensure the security of the Site. In addition, each member will be required to provide proper identification and proof of eligibility prior to receiving a prize or the processing by WorldGaming of any withdrawal request. Participants may, at their option, pre-register their identification at any time prior to submitting a withdrawal request. FAILURE TO PROVIDE EVIDENCES OF IDENTIFICATION AND/OR ELIGIBILITY SATISFACTORY TO WORLDGAMING, IN ITS SOLE AND ABSOLUTE DISCRETION, SHALL RESULT IN THE SUSPENSION AND/OR TERMINATION OF THE MEMBER'S ACCOUNT. For accounts that are terminated due to non-eligibility, funds previously deposited to the account will be refunded to the account holder.

## **2.5 Limitations on Participation**

You are only permitted to register one active account on the Site. WorldGaming reserves the right to monitor any effort to establish multiple accounts. In the event it is discovered that you have opened more than one account, all accounts will be closed without notice. WorldGaming reserves the right to deny access to anyone, including, but not limited to, those members who use proxy servers and/or IP addresses residing in certain geographical areas.

The Site may impose dollar amount limitations on the transactions in which you engage to fund your activities on the Site. WorldGaming reserves the right to limit your activity on the site in any way it deems appropriate, in its sole discretion. The Site reserves the right to set expiration dates or other limits on all promotional or bonus funds or credits, including entry-fee bonuses or credits and prize credits applied to your account.

## **2.6 Accounts for Individual Use Only**

You, as the holder of your account, are solely responsible for all obligations and, assuming compliance with these T&Cs, are entitled to all benefits accruing thereto. You may not allow any

other person to access your account, access the Site, accept any winnings, or participate in any tournament using your account information. Your account is not transferable to any other person. All activities undertaken under a member's account will be deemed to have been done by that member.

## **2.7 Violation of the T&Cs and Abuse: Liability**

Any member who displays behavior which may be interpreted as the use of unfair methods on the Site, including but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play, intentionally poor play in certain games in order to achieve a broader competitive advantage (i.e. "sandbagging"), harassment of other participants, posting of objectionable material, any breach of these T&Cs, or any breach or attempted breach of the security of your account or the Site (collectively, "Abuse"), shall be subject to immediate sanction (as determined by WorldGaming in its sole discretion), up to and including account termination and blocking of Site access, the voiding of any funds and winnings, in the case of money laundering or any other illegal activity, disclosure to the appropriate police authorities, and legal action at the sole discretion of WorldGaming.

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## **Privacy**

### **3.1 Privacy Policy**

Our **Privacy Policy** (<http://worldgaming.com/web/privacy>) describes our practices concerning data that you provide or that we may collect about you through the Services, and you consent to our use and disclosure of such data in compliance with the **Privacy Policy**. As more described in the **Privacy Policy**, when you accept any prize in connection with the Services, you will execute a release which will constitute your consent for WorldGaming's disclosure of personal information for the promotional purposes described in Section 3.2.

### **3.2 Express Consent for Business Purposes and Promotional Activities**

When you register for an account, we ask for your consent so that WorldGaming and WG Affiliates may display your username and tournament records and other usage information collected through the Site, for the purpose of promotion, including the promotion of tournaments and games, WorldGaming and WG Affiliates. By accepting any prize from WorldGaming and WG Affiliates, you agree to allow WorldGaming and WG Affiliates to use, distribute, modify, adapt, reproduce, print, publish, publicly display, and broadcast, royalty-free, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or biographical information for promotional or related purposes without additional compensation.

### **3.3 Third-Party Payment Processors**

WorldGaming uses third-party electronic payment processors and financial institutions ("Payment Processors") to process deposits and withdrawals into and from your Account. The information that we provide to and receive from these Payment Processors and the manner in which such information is used and disclosed is described in further detail in the **Privacy Policy**. You irrevocably authorize WorldGaming to instruct such Payment Processors to handle Account deposits and withdrawals from your Account as reasonably required to provide you the Services and you irrevocably agree that the Company may give such instructions on your behalf in accordance with your requests as submitted through the Site, or via instructions to Customer Care. You agree to be bound by the terms and conditions of use of each applicable Payment Processor, and in the event of a conflict between these T&Cs and the Payment Processors' terms and conditions, then these T&Cs shall prevail. You agree that WorldGaming is not liable for any loss caused by any unauthorized use

of your credit card or other method of payment by a third-party in connection with your use of the Services or the Site.

### 3.4 Submissions

If you submit or transmit audio, video, or text materials to the Site, including, but not limited to, comments, questions, suggestions, drawings, or computer programs (collectively, "Submissions"), you grant to WorldGaming and WG Affiliates, its partners and distributors, a non-exclusive, worldwide, royalty-free, fully sub-licensable license, to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate and create derivative works of those Submissions, and your name, voice, likeness and other identifying information where part of a Submission, in any form, media, or technology of any kind now known or developed in the future, for the purpose of developing and marketing game products and tournaments. You hereby waive any moral rights you may have in such Submissions. Except as provided in the **Privacy Policy** (<http://worldgaming.com/web/privacy>) , Submissions shall not be subject to any obligation of confidence on the part of WorldGaming and WG Affiliates.

You represent and warrant that you have all rights necessary to grant to WorldGaming and WG Affiliates the license above and that none of your Submissions are defamatory, violate any rights of third parties, including, without limitation, any intellectual property rights, or violate applicable laws.

WorldGaming is free to use, without obligation of any kind to you or any third parties, Submission you send through the Site for any purpose whatsoever, without any further consent, notice and/or compensation to you or any third parties. You also acknowledge and agree that WorldGaming may obtain Submissions on this Site, or otherwise develop on its own, or through third party vendors it engages, ideas and materials that may be similar or identical in theme, idea, format or other respects to ideas and other Submissions you submit to the Site, and you waive any and all claims you may have had, may have, and/or may have in the future, that any ideas, composition, video and/or other works used by WorldGaming based on any similarity with any Submissions submitted by you on this Site. Any information uploaded by you to the Site or provided to WorldGaming, including but not limited to photos, names, links, data, questions, comments, suggestions, or the like, shall be deemed to be non-confidential.

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## Games

### 4.1 Skilled Gaming for Prizes

Each member acknowledges that the outcome of the matches and tournaments offered on the Site are directly related to the number of members participating, and the skill levels of each member participating. WorldGaming does not comment or have knowledge of the probability of one member winning a match vs. another member, and makes no representations about an individual member's chances of winning.

Prizes are generally cash amounts, which are deposited directly into winners' accounts that have chosen to play for cash. The cash value of prizes offered in limited entry tournaments will be disclosed at the beginning of such tournaments. If a tournament has to close prematurely, such as for maintenance or technical problems, the prize for the tournament will be determined by the Site. Except where otherwise noted, in all tournaments with actual cash entry fees, the Site retains a predetermined portion of the aggregate total as a management fee.

## **4.2 Determination of Winners**

The results and winners of each tournament offered on the Site will be determined by WorldGaming, and such determinations are final. By registering and/or participating in any tournament, you agree to be bound by these determinations.

## **4.3 Game Play**

The Site is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, disconnects from your game play on your platform, or any incorrect or inaccurate results that may be posted on your online game. You may not: (a) gain unauthorized access to the Site's systems or any account (other than your own), interfere with the communications, procedures or performance of the Site or deliberately damage or undermine the Site; (b) affect the outcome of your online game play on your platform by means of or with the assistance of macros, bots, automated programs, screen analysis utilities, player collusion, any type of modifications, memory readers, telepathy, alien technology or similar methods or to otherwise commit fraud in relation to the Site; or (c) alter the human skill component of any game played on your platform. Any attempt to do so is a violation of both civil and criminal laws and will result not only in the termination of your user account and forfeiture of all winnings, bonuses and incentives to which you would otherwise be entitled, but potentially lead to civil and/or criminal prosecution. The Site, in its sole discretion, reserves the right to terminate any person's account who is suspected of tampering with their game results for the tournament entered, or who otherwise violates these rules and to seek legal enforcement to the greatest extent possible, including referral to criminal prosecution authorities.

## **4.4 Head-to-Head Play:**

**Posting a challenge:** You agree to appoint WorldGaming as your agent for the communication of posted challenges and for receipt of communications matching your challenges. Posting a challenge means that the challenge is open for acceptance by the Site's community.

You do not challenge the Site; you only challenge other users who are registered to use the Site's Services. The Site does not accept challenges on our own behalf under any circumstances.

The Site will only allow you to post a challenge if you are in compliance with the T&Cs. If the Site allows you to post a challenge and subsequently suspects that you are in breach of these T&Cs, we may, at our absolute discretion, void any challenges outstanding to your account and terminate your account.

You are entirely responsible for the information that you provide us concerning the challenge you post. We will not inquire into the reasonableness of any challenge you may post. We will not be liable for incorrect entries made by you on the Site, including data input errors.

Once you have posted a challenge, you agree to leave that challenge open for acceptance, subject to termination of the offer by us or your valid cancellation/removal of the offer. WorldGaming may determine, in its absolute discretion, when the Site is open for the posting of challenges and may close the Site at any time in its absolute discretion.

**Accepted Challenges.** When you accept a challenge as posted on the Site, you are not challenging with the Site but other registered users who use the Site. Your acceptance of a challenge indicates your agreement to be bound by the challenge terms and your commitment to play in that game. You



will have up to one hour prior to the scheduled match time to withdraw from and cancel your acceptance of the challenge. WorldGaming reserves the right to cancel your match and retain your entry fee if you fail to play your scheduled game. By accepting a challenge, you expressly confirm that you have read and understood the nature of the challenge and the terms under which each member will execute the challenge.

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## **Account Funds**

### **5.1 Deposits**

To participate in a cash-entry match or tournament, you must have funds in your account. You may use any funds that WorldGaming may have already awarded you for promotional purposes, or you can transfer funds into your account by any of the methods permitted by the Site from time to time. Such funds will be deposited into your account only upon actual receipt of funds by WorldGaming. Minimum and maximum limits may be applied to the payments into your account, depending upon your history with the Site, the method of deposit, and other factors as determined solely by WorldGaming. WorldGaming reserves the right to impose or change these dollar amount limitations at any time. No interest is payable on amounts on deposit in your account. All payments into your account must be from a payment source on which you are the named account holder. WorldGaming also reserves the right to require you to confirm or validate any or all deposits previously made to your account. You acknowledge that in the case of a dispute, your validation may be used by WorldGaming as evidence of your account deposits.

Any attempt to defraud the Site and/or WorldGaming through the use of Credit Cards or other methods of payment, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, or confirmation of deposits, will result in immediate termination of your account, forfeiture of any prizes to which you are otherwise entitled, and active pursuit of civil litigation and/or referral for criminal prosecution.

### **5.2 Entry Fees and Prizes**

When a member participates in a cash-entry match or tournament (a "Cash Game"), the entry fees for such Cash Games are immediately deducted from such member's account balance. These funds paid by the member represent a payment to WorldGaming made solely for facilities provided by the Site for the setting up and management of the Cash Game. By participating in a Cash Game and paying this fee to WorldGaming, each member acknowledges that these funds are held by WorldGaming for such Services and that the member grants an irrevocable authority to WorldGaming to pay the winner of the Cash Game the prize associated with such Cash Game.

Members should also be aware that the total entry fees paid by members in any given Cash Game are not paid out as prizes, as WorldGaming retains part of the entry fees paid as a service fee on all Cash Games played (for non-Subscription Service subscribers). This fee allows for the continued operation and maintenance of the Site and the development of additional features and content for the Site in the future. The amount of the prize (or prizes) for each Cash Game is displayed in the prize field of the challenge card and varies depending on the Cash Game being played, the size of the entry fees, the number of prizes, and the number of people playing in the Cash Game. At present, the cash prizes in each Cash Game or tournament represent 88% of the entry fees, although this is subject to change without further notice to you.

## 5.3 Withdrawal Requests

Members may request a withdrawal of funds from their available cash account balance in their Account at any time. Account holders with pending deposits must wait until those funds clear before requesting a withdrawal. Withdrawal privileges will also be revoked for security purposes when account fraud is suspected.

The minimum withdrawal amount is \$20 USD or the member's entire balance (if less than \$20 USD). All withdrawals are subject to a withdrawal fee ("Withdrawal Fee") (currently \$3.01 USD per withdrawal for withdrawals requested via PayPal or credit card).

Withdrawal of funds will be based on how you've deposited funds into your account in the past. If you have previously deposited via Credit Card, Debit Card, PayPal or ClickandBuy, your card(s) and/or account will be refunded in the amount of and order by which previous charges have been made within 60 days of such deposit. Any balance that exceeds your previous deposit amounts will be sent to you via your preferred PayPal account.

Please ensure that any prepaid MasterCard or prepaid Visas that you may use to make transfers to and from your Account are active.

Most withdrawal requests through Credit Card, Debit Card, PayPal, or ClickandBuy should be in your account within 5-10 business days of our receipt of your request, subject to verification requirements (see below). If you do not receive your withdrawal within 10 business days, please **contact customer support or email customer support at [support@worldgaming.com](mailto:support@worldgaming.com)**.

The withdrawal process is designed to minimize customer fees and add an additional element of security to protect WorldGaming's members. In the ongoing pursuit to prevent fraudulent behaviour and account hijacking, WorldGaming reserves the right to require the account member or Credit Card company (if applicable) submit verification of identification to ascertain the validity of a withdrawal request and the identity of the member. Withdrawal payments will not be made until such verification is received. If WorldGaming has not received verification within 10 days, the withdrawal request will be cancelled, the account in question will be suspended, and the member will be contacted by email.

Your winnings are awarded to you in their entirety, and all federal, provincial, state, and local taxes due in connection with any winnings awarded to you are your sole liability and responsibility.

\*Please note: Initial Registration Bonus withdrawal restrictions apply: (1) limit one bonus per household; (2) limit one bonus per PSN ID/gamertag; (3) must participate in a minimum of three tournaments and/or head-to-head matches totaling at least the bonus amount; (4) bonus cannot be withdrawn for 45 days; (5) T&Cs apply in any event.

## 5.4 Inactivity Policy

For any non-Subscription Service account that has been dormant, WorldGaming reserves the right to assess a maintenance fee of \$2.00 per month from the remaining balance on deposit. A dormant account is any account in which the member has not logged on to the Site in three consecutive months. The inactivity fee will commence on the day after becoming dormant until the player's balance is depleted to zero.

## 5.5 Currency

You hereby acknowledge and agree that:

- a. all references to dollars or "\$" on the Site are references to U.S. dollars ("USD"), and all transactions (including deposits and payouts) will be denominated in USD unless otherwise expressly stated;
- b. as a result, if you make a payment to, or you receive a payment from, us in connection with your use of this Site, currency conversion may apply;
- c. as an information service only, the approximate conversion rates are set out in our cashier, are updated every day and are calculated using the previous day's closing rates provided by the third party Oanda;
- d. for the purpose of allowing you to deposit to or withdraw money from your Site account, all currency conversions shall be executed by an exchange rate offered by your financial institution. The rate provided by your financial institution may differ from the approximate information rates provided by Oanda;
- e. if the method of deposit is not an instant method, the exchange rates displayed at the time of deposit - in addition to being approximate rates only, as provided by Oanda - may differ from the final rates applied to convert the deposit, which final rates will be the then current rates in place at the time of confirmation receipt;
- f. for both payouts to and deposits from you where currency conversion is involved, the amounts may be rounded out – for example, the effect shall be that deposits made in currencies other than US Dollars might be rounded up or down on conversion to US Dollars; and
- g. in every case, it is your responsibility to monitor and accept the exchange rate(s) offered and service charge(s) by your financial institution before proceeding with any transaction with the Site involving an exchange of currency.

IN EVERY CASE, AND WITHOUT LIMITING SECTION 10.1, WORLDGAMING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO ANY CURRENCY CONVERSION IN CONNECTION WITH THIS SITE, INCLUDING WITH RESPECT TO ANY POSTED OR ACTUAL RATES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO AUTHENTICITY, ACCURACY, COMPLETENESS, ERRORS, OMISSION, TYPOGRAPHIC ERRORS, DISRUPTION, DELAY, INTERRUPTION, FAILURE, DELETION, OR DEFECT IN CONNECTION WITH SUCH RATES, AND FURTHER EXPRESSLY DISCLAIMS ALL RESPONSIBILITY FOR ANY AND ALL LOSSES DUE TO CHANGES IN EXCHANGE RATES WHICH MAY OCCUR.

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## Intellectual Property Rights Protected

### 6.1 Acknowledgment of Proprietary Rights

By registering for an account and/or participating in any tournament or game offered on the Site, or using the Services, you acknowledge that all content included in the Services, including all Site design, text, graphics, photos, audio, video, the selection and arrangement thereof, and all software that forms part of the Services (collectively, the "Content") is owned or licensed by WorldGaming and/or its licensors. You agree to not modify, publish, participate in the transfer or sale of, create derivative works from, or in any way exploit the Content, except that you may download one copy for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. WorldGaming neither warrants nor represents that your use of the Content will not infringe rights of third parties. While WorldGaming uses reasonable efforts to include accurate and up-to-date information, WorldGaming makes no warranties or representations as to the

accuracy or completeness of any Content and assumes no liability or responsibility for any errors or omissions in the Content.

The trademarks, logos, and service marks (collectively the "Trademarks") displayed and forming part of the Content, including the names of all games and tournaments, are registered and unregistered Trademarks of WorldGaming and/or others. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Trademarks displayed on the Site without the written permission of WorldGaming or such third party that owns the Trademark displayed on the Site. Your misuse of any Trademark displayed on the Site, or any other Content, except as provided in these T&Cs and applicable copyright, trademark, patent, or other intellectual property restrictions, is strictly prohibited. You are also advised that WorldGaming will aggressively enforce its intellectual property rights to the fullest extent of the law, including but not limited to, the active pursuit of civil litigation and referral for criminal and quasi-criminal prosecution where appropriate.

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## **Site Rules of Conduct**

### **7.1 Chat, Message Board, and eMessage Policy**

Rules of Conduct:

- The Site reserves the right to temporarily or permanently ban members who violate these rules of conduct, or who in any way abuse the community purpose of the chat areas.
- The Site reserves the right to remove any posts for any reason.
- Obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening and harassing language of any kind will not be tolerated.
- Impersonating other members is not allowed.
- Opinions or comments on the subject at hand are welcomed, but attacking (flaming) individuals, companies or products is not allowed.
- Advertising or promotion of other companies or URLs is not allowed.
- Please limit posting to the subject of the Site's games, message board or site.
- Do not share personal information (your name, phone number, home address, password) with others on the Site.
- No advertising of any kind is allowed in messages.
- No copyright materials are allowed in messages.
- Information disclosed in the Site chat rooms, message boards, or via eMessages becomes property of WorldGaming and is revealed to the public. WorldGaming is not responsible for any information you choose to disclose to others.
- Advanced fonts, Java, tables, HTML, or other programming codes or commands are not allowed in messages.

### **7.2 Member Feedback Policy**

While using the Services, and as a continuing condition of your use of the Site, you agree to comply with the Site's policy on feedback. Abuse of the Site's feedback system undermines the integrity of the feedback system and decreases trust within the community. WorldGaming is not legally responsible for the remarks that members post, even if those remarks are defamatory. However, this law does not protect the person who leaves the feedback, therefore the member would be responsible for it. There are limited occasions when WorldGaming will remove feedback comments. WorldGaming will remove feedback ratings and comments if they meet the standard for feedback abuse or members mutually agree. Feedback that meets any of the circumstances below is feedback abuse and may be subject to removal:

- WorldGaming is provided with a court order finding that the feedback is libelous, slanderous, defamatory or otherwise illegal.
- The feedback comment contains profane, vulgar, obscene, or racist language or adult material.
- The feedback comment contains personal identifying information about another member, including real name, address, phone number, e-mail address, etc..
- The feedback comment contains links or scripts.
- Feedback left by members who are indefinitely suspended for certain policy violations or are in violation of the T&Cs.

If members suspect that feedback left for them is in violation of the Site's feedback policy and constitutes abuse, they are encouraged to email [support@worldgaming.com](mailto:support@worldgaming.com) to report this violation. WorldGaming will also offer the opportunity to members to withdraw feedback if both members mutually agree to the removal of a specified comment or feedback rating. Both members must email [support@worldgaming.com](mailto:support@worldgaming.com).

### 7.3 Anti-Spam Policy

WorldGaming prohibits any activity commonly referred to as "Spam". Members who are reported and whose claims of "Spam" are validated by WorldGaming will have their respective accounts either immediately TERMINATED or SUSPENDED, at the sole discretion of WorldGaming. Additionally, any winnings (if any) may be voided at the sole discretion of WorldGaming. WorldGaming defines "Spam" as:

- Electronic mail messages addressed to a recipient with whom the initiator does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient;
- Messages posted to Usenet and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated message boards or discussion threads, or posted in excessive volume;
- Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;

WorldGaming may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

- Account Suspension: Upon the receipt of a credible and validated complaint, WorldGaming may also elect to immediately suspend the membership of the member implicated in the abuse. Suspension serves as a "Final" warning and will prevent the member from continuing their abusive "Spamming" behaviour. WorldGaming will evaluate each validated abuse incident on a case-by-case basis and impose Termination or Suspension at its sole discretion, and may void any associated winnings. The Site reserves the right to lift the suspension of a member at any time, at its sole discretion.
- Account Termination: Upon the receipt of a credible and validated complaint, the Site may immediately terminate the membership of the individual member implicated in the abuse and may void any associated winnings.

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### Abuse Reporting

If you wish to report a violation of our Anti-Spam Policy, please forward all evidence of abuse to [support@worldgaming.com](mailto:support@worldgaming.com). Please refer responsibly.

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## **Termination**

### **9.1 Account Termination**

WorldGaming reserves the right to terminate your account, limit or prohibit your participation in any game or tournament. Should WorldGaming terminate your Subscription Service account, you will be refunded pro rata any subscription fees paid. If applicable, all charged monies (deposits), less entry fees and withdrawals, will be returned to the member. All winnings (if any) may be voided at the sole discretion of WorldGaming should WorldGaming determine that you are in material breach of these T&Cs\

By registering for an account and/or participating in any tournament or game offered on the Site, you consent to allow WorldGaming to access your account information to investigate complaints or other allegations of abuse.

Any person whose access has been suspended or terminated may not re-register for, or re-access, the Site without our prior written consent. You are responsible for everything that is done on or through your account while you are a member of the Site.

### **9.2 Forfeiture and Account Suspension/Termination**

As described in the Site Rules of Conduct, WorldGaming is committed to taking all necessary measures to prevent anything that gives a member an unfair advantage over another member. We are also committed to ensuring that the WorldGaming environment is an enjoyable place to work and play. We reserve the right to take immediate action in the event that we believe a member is failing to observe the terms of the Rules of Conduct.

As described below, if you are found to be violating the WorldGaming Rules of Conduct, we may suspend or revoke your account, or the funds in your Account, void your scores, change your feedback, seize funds in your Account to repay members who you have cheated against and/or commence legal proceedings against you. WorldGaming may cooperate with legal authorities and third parties in the investigation of any suspected or alleged crime or civil wrong.

WorldGaming reserves the right, in its sole discretion, to take any or all of the steps described above if it determines, acting reasonably, that: (i) you have breached any term of these T&Cs; (ii) you are participating in any attempt to defraud WorldGaming or the Site through the use of Credit Cards or other methods of payment, regardless of the outcome; (iii) you have failed to honor legitimate charges or requests for payment, or you have 'charged back' or denied any of the purchases or deposits that you made to your Account; (iv) you are participating in any attempt to cheat another member through collusion or other techniques, regardless of the outcome; or (v) you become bankrupt or subject to analogous proceedings anywhere in the world.

For breaches of the T&Cs (including the Rules of Conduct) that are deemed by WorldGaming, in its sole discretion, to be unintentional or less serious, first time offenders may receive an initial warning and may have their Account suspended at the discretion of WorldGaming. Repeat offenders will be deemed to be intentionally violating the T&Cs.

If you are suspected of having violated the Rules of Conduct, WorldGaming reserves the right to suspend your Account, including any access to the WorldGaming site, or freeze the funds in your

Account and any Account balance or withdrawals pending for up to six months while an investigation shall occur.

### **9.3 No Waiver Implied**

The failure of WorldGaming to enforce at any time any of the provisions of these T&Cs, or the failure to require at any time performance by you of any of the provisions of these T&Cs, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of the WorldGaming to enforce each and every such provision thereafter. The express waiver by the WorldGaming of any provision, condition or requirement of these T&Cs shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

### **9.4 Termination**

You are entitled to close your Account at any time by contacting [support@worldgaming.com](mailto:support@worldgaming.com). WorldGaming will respond to your request within a reasonable time provided that you continue to assume responsibility for all activity on your Account until such closure has been effected by us. WorldGaming is entitled to terminate these T&Cs immediately on notice (or attempted notice) to you at the email address you have provided WorldGaming.

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## **Legal Stuff**

### **10.1 Disclaimer of Warranties**

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WORLDGAMING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WORLDGAMING MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, (V) YOUR MESSAGES, DATA OR INFORMATION, IN WHATEVER FORM OR MEDIUM, WILL NOT BE LOST, AND (VI) ANY ERRORS WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WORLDGAMING, OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE T&Cs.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, LIABILITY OF WORLDGAMING WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. To the extent that any part of this section is not consistent with any other part of the T&Cs, then this Disclaimer of Warranties will override it.

### **10.2 Limitation of Liability**

EXCLUDING ANY CLAIMS OR DAMAGES FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE, FRAUD, FRAUDULENT MISREPRESENTATION BY WORLDGAMING AND FOR ANY OTHER LIABILITIES WHICH CANNOT BE EXCLUDED PURSUANT TO THE LAWS IN YOUR JURISDICTION OF RESIDENCE, YOU AGREE THAT WORLDGAMING AND WG AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WORLDGAMING AND WG AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICES; (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANYONE IN CONNECTION WITH THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, WORLDGAMING AND WG AFFILIATES ARE FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISE OUT OF OR IS ANY WAY CONNECTED TO YOUR USE OF THE SERVICES, LIABILITY OF WORLDGAMING AND WG AFFILIATES SHALL IN NO EVENT EXCEED THE GREATER OF (I) THE TOTAL OF ANY GAME OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF THE SERVICES PAID IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST WORLDGAMING AND WG AFFILIATES, OR (II) US\$100.00.

### **10.3 Indemnification**

BY REGISTERING AND/OR PARTICIPATING IN ANY SERVICES OFFERED ON THE SITE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS WG LIMITED WG AFFILIATES, ITS SUBSIDIARIES, AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, VENDORS, PARTNERS, CONTRACTORS, AGENTS, LICENSORS OR OTHER REPRESENTATIVES OF EACH OF THEM AND ALL THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES") IN RESPECT OF ALL CLAIMS, COSTS (INCLUDING LEGAL FEES AND COSTS), DAMAGES, LIABILITIES AND EXPENSES OR OBLIGATIONS OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR MISUSE OF THE SERVICES (INCLUDING WITHOUT LIMITATION USE OF YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU). WORLDGAMING RETAINS THE RIGHT TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY CLAIM SUPPORTING INDEMNIFICATION, AND IN SUCH CASES YOU AGREE TO COOPERATE WITH US TO DEFEND ANY SUCH CLAIM. YOU WILL NOT SETTLE ANY CLAIM COVERED BY THIS SECTION 10.1 WITHOUT WORLDGAMING'S PRIOR WRITTEN APPROVAL.

### **10.4 Hacking, Tampering, or Unauthorized Access**

By registering for an account and/or participating in any tournament or game offered on the Site, you agree without limitation that WorldGaming is not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Site or your account.

Any attempt to gain unauthorized access to the Site's systems or any account, interference with procedures or performance of the Site, or deliberately damaging or undermining the Site is subject to civil and/or criminal prosecution and will result in immediate termination of your account and forfeiture of any prizes to which you are otherwise entitled.



Any attempt to participate in any tournament or game offered on the Site by means of automatic, macro, programmed, or similar methods, or to otherwise commit fraud with regard to the Site, will result in active pursuit of civil litigation and/or criminal prosecution, termination of your account, and forfeiture of all prizes to which you might otherwise be entitled.

Got all that? Good, now let's play!