

TERMS AND CONDITIONS MARIO KART 64 LEADERBOARD 2022

1. **ACCEPTANCE:** By entering this competition, you agree you have read and accept these terms and conditions. We reserve the right to verify any entries and winners and may refuse to award prizes where we have reasonable grounds to believe that there has been a breach of these terms and conditions. You can access these terms and conditions at any time during the competition at <https://us.belong.gg/>. We suggest that you keep a copy of these terms for your own records.
2. **ENTRANTS:** Each person who participates in the competition is referred to as a “Player”. If the Player is under the age of majority in his or her state or country of residence (a “Minor”), such Minor Player represents and warrants that he or she has received permission from his or her parent or legal guardian to register for and participate in the Competition, and all references to “Player” shall include that Minor Player’s parent or legal guardian.
3. **ELIGIBILITY:** You must be of the appropriate age for the game(s) you are signing up to play, based on the ESRB rating of the game, or any age restrictions we have determined in our sole discretion where a game is not ESRB rated. We may ask you for proof of age and disqualify you from participation in the competition if you are unable to provide such proof. You must have an active Belong account and must have filled in the entry form for the leader board competition you are taking part in, in which you have registered a valid email address so we can contact you if you are a winner. You are not eligible to enter this competition if you, or a member of your immediate family (which means parents, children, siblings, spouse and life partners), are an employee, contractor or sub-contractor of Belong Gaming LLC (“Belong”), Vindex LLC, Esports Engine or any of their advertising or promotion agencies. The details you provide upon registration for the competition must match the details associated with your Belong Account. You promise that all the personal information you provide to Belong in connection with this competition shall be complete and accurate. Any Player who is a Minor must get permission from his or her parent or legal guardian to enter. The form of that permission will be determined by the Competition Organizers in their sole discretion. In addition, if a Minor is going to physically travel to a particular Competition location, he or she must be accompanied by a parent or legal guardian at that Competition location, and the Competition Organizers may require additional proof that the Minor has permission from his or her parent or legal guardian to participate. The form of that additional proof will be determined by the Competition Organizers in their sole discretion. The Competition is void outside of the Eligibility Area and where prohibited by law.
4. **HOW TO ENTER:** You can enter the tournament by visiting a US Belong Arena between November 16th – November 30th (inclusive). Participation is free.
5. You promise that your entry is original and owned by you, and you have not borrowed or copied it (in whole or in part) from anyone else or asked anyone to participate on your behalf.
6. **RULES:** The competitions will be held in accordance with our leader board competition rules.
 - Switch
 - Time Trial: Rainbow Road

 - Fastest time

- Maximum 1 attempts, shortcut takers beware!
- Tie breaker = earliest entry

7. **INVALID ENTRIES:** Any entry made or attempted to be made to the competition in a manner which in our reasonable opinion is contrary to these terms and conditions or by its nature unfair to other participants will be invalid and may result in your disqualification from the competition. Examples of entries or behaviour which are not allowed include fraudulent entries, bulk entries, automated entries, entries made on behalf of another person, cheating (including a person participating in the competition on your behalf), hacking, deception (including tampering with the challenge settings which will result in immediate disqualification from the entire competition), use of robots or other automated programmes. We will not accept illegible or incomplete entries.

8. **SELECTION OF WINNERS:** The winners of the leader board will be determined in accordance with the competition rules. Our decision will be final. No correspondence will be entered into regarding the selection of the winners of this competition.

9. **PRIZE:**

Prize Pool: \$220

1 National (1) winner for each of the positions below:

- 1st – \$125
- 2nd – \$50
- 3rd – \$25
- Random Entry Draw - \$20

10. In the event a Player [or Team] is disqualified, Belong reserves the right, but not the obligation, to award the affected prize to the Player or Team that finished in the next place down on the leader board. Failure to take delivery of any prize may result in forfeiture, and such prize awarded to an alternate Winner. No substitutions may be made for prize(s), except by Belong, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by Belong in its sole discretion. By participating in a Competition, Winner acknowledges that Competition Entities have not and will not obtain or provide insurance of any kind relating to the prizes. Winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) on any prize won and on the value of any items or value transferred to the Player by Belong, and will be required to provide his/her Social Security number, IRS Form W8BEN, IRS Form W9, or equivalent information for tax reporting purposes (at a time to be determined in Belong's sole discretion, and which may be prior to participation in a particular round or prior to receipt of any prize by Player). Belong will file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the Player by Belong in accordance with IRS requirements, and Belong may also share such documentation with a state or local government agency as required by law. Refusal or failure of a Winner to satisfy the

requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W8BEN, IRS Form W9, or equivalent information), as determined by Belong in its sole discretion, will result in the Winner forfeiting the prize(s) and an alternate Winner being selected in accordance with these Official Rules. Belong will award prizes subject to any applicable withholding taxes, and the amount of the prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the prize. Any prizes pictured in advertising, promotional and/or other Competition materials are for illustrative purposes only. The actual prize may vary. In the event there is a discrepancy or inconsistency between the description of a prize contained in any such materials and the description of a prize contained in these terms, these terms shall prevail, govern and control. All details and other restrictions of any prize not specified in these terms will be determined by the Competition Organizers in their sole discretion.

11. **OWNERSHIP OF YOUR ENTRY:** You own your entry, including any copyright in your entry. By entering the competition, you agree that Belong (including our group and affiliate companies) may edit, publish and use your entry in any and all media (including print and online) for promotion and news purposes, both during and after the competition, without any payment to you.
12. **NOTIFICATION OF WINNERS:** We will notify the winners at the end of the tournament.
13. **DELIVERY OF PRIZE:** You will be contacted within 30 days via the email that you provided on the sign-up form to collect your prize from your participating arena. Belong Gift Card prizes will be provided in store.
14. **FORCE MAJEURE:** Belong reserves the right to modify, suspend, extend or terminate the Competition or any part thereof if it determines, in its sole discretion, that the Competition is technically impaired or corrupted or that minimum player entries requirements haven't been met or that fraud or technical problems, failures, malfunctions or other causes have destroyed, corrupted or undermined the administration, security, fairness, integrity, proper play, or feasibility of the Competition or any portion thereof as contemplated herein. In the event Belong is prevented from continuing with the Competition by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Competition Organizers' control (each a "Force Majeure" event or occurrence), Belong shall have the right to modify, suspend, extend or terminate the Competition.

Belong, in their sole discretion, may require the replaying of any Game or Match, or declare any Game or Match or other phase of the Competition null and void by reason of any of the foregoing. In the event Belong determines, in their sole discretion, that any individual Game or Match or other phase of the Competition, has been tampered with or that the validity of any Game, Match or other phase of the Competition has been compromised for any reason, it may eliminate that Game, Match or other phase of the Competition, and may conduct the Competition on the basis of the remaining Game, Match and/or other phases of the Competition.

15. **TRANSFER OF PLAYER INFORMATION:** By registering for and/or otherwise participating in the Competition, each Player consents and agrees to the collection, transfer, storage and processing of his or her information to and in the United States and/or to other countries outside the country of Player's country of residence. Such other countries may not have privacy laws and regulations that are similar to those of the country of Player's residence. A Player may request access, review, rectification or deletion of any personal data held by Belong in connection with the Competition by following the instructions provided in the Privacy Policy posted on the Belong Website.
16. **GOVERNING LAW:** all issues and questions concerning the construction, validity, interpretation and enforceability of these terms or the rights and obligations of players or belong in connection with the competition shall be governed by and construed in accordance with the internal laws of the state of new york without giving effect to any choice of law of conflict of law rules or provisions that would cause the application of any other state's laws.
17. **FINAL DECISION:** Our decision is final. No correspondence will be entered into regarding the selection of the winner of this competition.
18. **CONSENT TO USE NAME AND IMAGE:** We may require the entrants to participate in publicity or advertising. By entering this competition, you agree that we may use your name and/or image for these purposes and that you will not be paid.
19. **YOUR PERSONAL INFORMATION:** We will process, use and store your data in accordance with our Privacy Policy which can be found at <https://us.belong.gg/privacy-policy>. Please review the Belong Policies carefully before participating in the competition. In the event of a conflict or inconsistency between these terms and the terms of the Belong Policies, the terms of these terms shall prevail, govern and control. Notwithstanding anything to the contrary in the Belong Policies, Belong may share Player information with the Competition Entities, who will use such information to the extent needed to perform their duties and functions in connection with the Competition or otherwise in accordance with their own independent privacy practices. In addition, Belong may engage third party application providers and other vendors to administer certain aspects of the competition, including without limitation, the online collection of Player information. Such third parties will provide your personally identifiable information to Belong and the other Competition Entities and use your information for their own independent purposes in accordance with their own independent privacy practices. Belong is not responsible for the storage or any use of your entry information by such third parties or the Competition Entities.
20. **DISCLAIMER OF WARRANTIES:** Belong make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Competition. Without in any way limiting the generality of the foregoing and without abrogating the belong policies or the end user license agreement for the title game or other agreements that apply to the title game, the competition entities hereby disclaim all warranties and conditions, whether express, implied, statutory or otherwise, with regard to the title game software, equipment and the operation of the competition, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, noninfringement, and their equivalents, under the laws of any jurisdiction.

21. **OUR LIABILITY TO YOU:** We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraud by us or our employees or agents. For any other loss or damage, we will only be liable for losses which are a reasonably foreseeable consequence of our negligence or breach of these terms and conditions, up to a maximum of \$200. Losses are foreseeable where they could be contemplated by you and us at the time of you entering this competition.
22. **WHAT WE ARE NOT LIABLE FOR:** We are not responsible for:
- a. losses not caused by our breach or negligence
 - b. indirect losses – these are losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time of you entering this competition
 - c. entries lost, delayed, damaged or corrupted where such loss, delay, damage or corruption is caused by events outside of our reasonable control
 - d. technical failures or errors affecting communication lines, website availability or systems errors where these are not within our reasonable control, or
 - e. any failure to provide the competition, the prize(s) or to meet any of our obligations under these terms and conditions where that failure arise because of events outside of our reasonable control.
23. **LIABILITY OF THIRD PARTIES:** You acknowledge that some prizes are provided by a third party not related to Belong. We are not responsible for the performance of any third party involved in this competition or the provision of the prizes and will not be liable for any act or omission of a third party, although we will endeavour to minimise the effect to you of any third party's failure. Third party terms may apply to prizes details of which can be provided upon request.
24. **DISPUTES:** If you wish to take legal proceedings against Belong you must do so within the United States. These Terms and Conditions are subject to and shall be interpreted under the laws of the United States, State of New York.
25. **DETAILS OF PROMOTER:** This competition is run by Belong Gaming LLC (“Belong”) a company registered in the United States, State of New York. Our registered address is Belong, 10 E, 53rd Street, NY, New York 10022