

# Apex Tournament Rules V.1

## Updated 11/09/2022

Belong will be hosting the Apex Legends Tournament (the "Tournament"). The Tournament will be governed by these live event tournament official rules ("Tournament Rules"). Belong grants administrative power and responsibilities to the tournament operators ("Administration") who may include Belong and / or other third-party operators.

ADMINISTRATION RESERVES THE RIGHT TO CHANGE OR UPDATE THESE TOURNAMENT RULES AT ANY TIME, FOR ANY REASON. RULINGS MAY BE MADE OUTSIDE THE SCOPE OF THESE TOURNAMENT RULES IN ORDER TO PRESERVE FAIR PLAY AND TOURNAMENT INTEGRITY. THE ADMINISTRATION SHALL DECIDE ANY MATTERS NOT HEREIN EXPRESSLY PROVIDED FOR AND SUCH DECISIONS SHALL BE FINAL AND BINDING ON PARTICIPANTS. WINNING A PRIZE IS CONTINGENT UPON FULFILLING ALL REQUIREMENTS SET FORTH IN THESE TOURNAMENT RULES.

### 1. Eligibility.

Limited to participants 13 years of age and older. Any newly registered participants under the age of 18 must have the permission from a parent or legal guardian to participate in the event. Participants must have a valid Belong User Account to participate in this event.

#### 1.1. Tournament Registration.

To register to play in the Tournament, visit <https://www.start.gg/tournament/apex-arena-throwdown> and pay a \$25 signup fee. Belong Legends members can enter the tournament for free.

##### 1.1.1 Cancellations

Belong reserves the right to cancel the tournament for reasonable cause. If we cancel, we will give you as much prior notice as we are able to, and will offer you a refund via the method that you paid. Reasonable cause would include (but shall not be limited to) cancellation due to circumstances beyond our reasonable control, staff illness, technological issues, publisher activity, number of teams entered.

If you wish to cancel for a tournament you must contact us on [customerservice@belong.gg](mailto:customerservice@belong.gg)

If you cancel 48 hours or more before the start time of the tournament, then we will refund 100% of the price you have paid;

If you cancel less than 48 hours prior to the start of the tournament, then you will not be entitled to any refund.

### 1.2 Player Eligibility

Each team must consist of at least 3 core team members.

All matches and accounts should be on Belong sanctioned lobbies.

Apex Arena Throwdown will take place on PC, players can join on console also as its cross platform. All players should use their own EA Account

If a player's account is suspended or banned for any reason during the tournament, they will not be eligible to play in the tournament.

Players with inappropriate usernames will be asked to submit another one if tournament organisers request so. If they cannot then they will be unable to enter the tournament.

## **2. Tournament Date.**

- Date: Saturday November 26<sup>th</sup> 2022
- Check in end: 12:45 pm ET / 11:45 am CST
- Tournament Start: 1:00 pm ET / 12:00 pm CST

Teams who arrive after the check in time will forfeit their first match

Tournament end time may differ on amount of teams participating.

## **3. Prizing.**

\$1800 prize pool - AMEX gift cards

1<sup>st</sup>: \$300 cash equivalent per player (\$900 per team)

2<sup>nd</sup>: \$175 cash equivalent per player (\$525 per team)

3<sup>rd</sup>: \$100 cash equivalent per player (\$300 per team)

4<sup>th</sup>: \$25 cash equivalent per player (\$75 per team)

Prizing will be given out at the end of the tournament.

All prizing will be paid out in American Express or VISA Gift Cards. Belong will determine the payment method for the prizes in its sole discretion and, except as otherwise required by applicable law, all prizes will be given directly to the Winning Player in such Winning Player's capacity as an individual (or, if a Minor, to the Winning Player's parent or legal guardian). For the avoidance of doubt, no prize payments will be made by Belong to any organization, company, or other entity. Each Winning Player will be provided a Winner form and a W9 to complete ("Release"). Unless restricted by applicable law, each Winning Player (or, if a Minor, such Winning Player's parent or legal guardian) will be required to complete and submit the Release Form before a prize is released.

## **4. Gameplay**

### **4.1 Executive Summary**

Open Registration

First come first serve

Participation capped at 20 teams

The tournament consists of 6 rounds.

Each round players are added to a custom trios lobby, they must remain in the lobby for the duration even if they are eliminated.

### **4.2 Player Expectations**

- Players are expected to act in a professional manner towards other competitors, staff and anyone else in the venue
- Players are expected to compete to the best of their abilities
- In the event of an issue, players must immediately notify the closest admin
- As a general rule, players should continue to play through any technical issues

- For each round, both teams will be instructed by an administrator to join the private lobby, and instructed when to start the match.
- Players are expected to join lobbies and start matches in a reasonable amount of time as determined solely by administration.
- Players will be required to keep the ending scoreboard up long enough for an admin to record the score.
- Players are encouraged to take screenshots of their scores for evidence to provide the administration

### **4.3 Tournament Stages**

#### **4.3.1 Match Format**

- The tournament consists of 6 rounds
- Each round players are added to a custom Trios lobby, they must remain in the lobby for the duration even if they are eliminated.
- Maps that will be played: King's Canyon, World's Edge, and Stormpoint in this order.
  - All maps will be played twice.
  - An hour long break will be slotted in between third and fourth round.

#### **4.3.2 Score System**

Standings will be based on the total score accumulated across all 6 rounds.

Scores are based on placement and kills.

- Win: 10 Points
- 2nd-5th: 7 Points
- 6th-10th: 5 Points
- 11-15th: 3 Points
- Eliminations: 1 Point is earned for each elimination.

### **4.4 Bugs & Misuse**

Abuse of bugs is forbidden. If any serious bugs occur, the game should be paused immediately, and the administration should decide how to continue.

Game Altering Bugs. Bugs are defined as errors, flaws, or failures that produce an incorrect, unexpected, or unintended result during gameplay. For the purposes of procedure regarding the occurrence of Bugs during live gameplay, and at the discretion of the Administration, Bugs are separated into two categories.

(a) Minor Bug. At the discretion of the Administration, a Minor Bug is one that does not significantly alter the outcome of a game and is, at worst, considered an inconvenience to Players. The occurrence of a Minor Bug would not result in the replay or remake of any game and Players should be instructed to play through the Bug.

(b) Major Bug. At the discretion of the Administration, a Major Bug is one that critically or significantly alters the outcome of a game and severely hinders the performance of Teams and/or Players. The occurrence of a Major Bug would result in a restart as set forth in Section 6.10.

## **4.5 Match Settings**

Each team will be given the login details for a server. Players must join the lobby at the scheduled start time.

## **4.6 Legends**

All Legend are allowed, unless tournament administration explicitly forbids it, or they are marked as banned. The tournament administration reserves the right to ban specific Legend at any time to guarantee that no advantage gets abused. Tournament administration will do their best to send any restrictions or rule changes to the teams as soon as possible.

## **4.7 Breaks**

After each game a player may take a maximum of three minutes to join the next game.

## **4.8 Pausing**

Each team has the right to pause the game for a short duration, if a player announces it at least three seconds in advance and calls a coherent reason. The game must not be resumed before both teams agree to do so. A team is seen to agree when any one of the players from that team states that they are ready. The longest a game can be paused is 10 minutes, at which point the game must be resumed, except at the discretion of the Tournament Officials.

## **4.9 Issues and Conflicts**

If you have any issues or conflicts that require admin involvement, first inform your opponents in All Chat. Pause the game then inform your Arena Admin. All issues and conflicts will be mediated by Arena Staff. Any decisions made by the Tournament Operator are final and cannot be disputed further.

## **4.10 Infractions and Penalties**

### **4.10.1 Failure to Attend**

#### **Penalty: Game Loss**

Teams must be ready to play at the start of the fixture at the specified time.

If a fixture has not started 15 minutes after the scheduled start time due to a team or player not being in attendance, then their team will receive a game loss.

In the case of technical issues, teams must contact an Admin who will help them resolve the issue.

In the case of technical issues, the representative will decide and relay the decision to each Squad. Teams will not be forced to forfeit any games due to technical issues.

### **4.10.2 Use of Bugs and Glitches**

#### **Penalty: Game Loss**

Using a game mechanic that is classed as a bug or glitch will lead to instant game loss to the team that uses it.

### **4.10.3 Rehosts**

#### **Penalty: Game Loss**

Giving an invalid reason for a rehost, or leaving the match before having approval to do so will result in a game loss for the player's team.

#### **4.10.4 Unlisted Penalties**

If an admin or player believes a rule has been broken and there is no assigned penalty for it, they must contact the representative as soon as possible with details and evidence. The representative will judge the case and assign a penalty if required.

## **5. Tournament Rules**

### **5.1. INTRODUCTION.**

Apex tournament (the "Tournament") is brought to you by Belong Gaming LLC ("Belong"). The Tournament is held on the Saturday November 26<sup>th</sup>, 2022, the location of the tournament will be all Belong Arena locations.

Each person who participates in the Tournament is referred to as a "Player". Each Player unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions that Belong and the other "Tournament Organizers" (as defined below) make about the Tournament, including without limitation decisions about how to interpret or implement these Official Rules and administer the Tournament, and such decisions shall be final and binding in all respects and not subject to challenge or appeal. Any aspects of the Tournament or incidents that affect the Tournament that are not outlined in these Official Rules may be addressed and resolved by Belong and the other Tournament Organizers at the time of the incident and their decisions on such matters shall be final and binding and not subject to challenge or appeal.

These Official Rules are subject to change, as determined by the Tournament Organizers in their sole discretion. The most recent version of these Official Rules will be posted on Us.Belong.gg (the "Belong Website"), and the Tournament Organizers may also use other means to communicate with those Players who have registered for the Tournament using the contact information provided during registration. If a change would affect a Player's place or standing in the Tournament if they were applied retroactively, that change will be applied only prospectively unless the Tournament Organizers determine in their sole discretion that such changes must be applied retroactively for legal or other reasons. Entry into the Tournament does not constitute entry into any other tournament, competition, contest or sweepstakes.

These Official Rules were drafted in English, but may be translated into other languages. In the event of any conflict or inconsistency between any translated version of these Official Rules and the English version of these Official Rules, the English version shall prevail, govern and control.

### **5.2. GENERAL ELIGIBILITY AND PLAYER EQUIPMENT REQUIREMENTS.**

The Tournament is open to all legal residents of US who are 13 years of age or older on the date they register for the Tournament. Players must be able to provide proof of eligibility. Where a game has an ESRB rating of Mature, players must be 17 years of age or over to participate. Please also note that potential Winners will ultimately need to provide proof of residency before they are officially declared the Winner. Section 9, entitled "General Prize Restrictions", provides more information.

Players will be required to register a Belong.gg account and, depending on the registration functionality, either share the gamer tag or other name they use in the Title Game or otherwise choose a username (in either instance, the "User Name"). If A Player does not have a Belong.gg

account, Players can create one for free at <https://us.belong.gg/signup>. Each Player will be known publicly by the Player's Username, rather than the Player's real name, until the later stages of the Tournament when Player names may be revealed. Each Player represents and warrants that their Username and Team Name and logo will not violate or infringe upon the trademark, copyright, publicity rights or other intellectual property or other rights of any other person or entity and will otherwise comply with the Code of Conduct described in Section 6.

Officers, directors, and employees of the Tournament Organizers, and each of their immediate family members (spouses and siblings, parents and children and their spouses), and governmental officials of any country in the US are not eligible to participate in the Tournament.

Players must have access to the Internet through a Belong Gaming arena and supply their own equipment needed to participate in the Tournament (if needed), including, without limitation, monitors and consoles, controllers, headphones and headsets, cables and a copy of or authorized access to the Title Game and valid access to the game servers that will be used and the Title Game levels that will be played in the Tournament, as applicable (collectively, "Player Equipment").

During Tournament play Players may not bring, use, or wear any headsets, earbuds, microphones, or other Player Equipment other than those approved of or provided by the Tournament Organizers. Player Equipment that is suspected by the Tournament Organizers of providing an unfair competitive advantage will not be approved for use. At their discretion, Tournament Organizers may disallow the use of any individual piece of Player Equipment for reasons related to Tournament security, operational efficiency, or effectiveness.

Portions of The Tournament is comprised entirely of Teams. Players may/must combine to form a Team consisting of at least three (3) individual Players and no more than three (3) individual Players]. Each Team must be comprised of Players from the US and attend a Belong arena for the tournament. Players may participate on only one (1) Team at a time throughout the Tournament.

Each Player on a Team must satisfy all eligibility requirements set forth herein for Players, and each such Team Player must register with the Belong Website in order to be considered a member of the applicable Team. During the registration process, one Team member must list the User Names of all Team members. The Team member who registers on behalf of the Team will be known as the "Team Captain". In the event a Team progresses to further rounds of the Tournament, the Tournament Organizers will attempt to notify the Team through its Team Captain.

Each member of the Team, including the Team Captain, shall be deemed to have jointly and severally made and entered into all of the representations, warranties and agreements contained herein and shall be jointly and severally obligated and bound thereby. Except as otherwise expressly set forth herein, all of the Tournament Organizers' rights pursuant to these Official Rules relate to and are exercisable against the Team as a whole and each individual member of the Team. If any right of disqualification arises as to any individual member of the Team, then the right of disqualification may be exercised either as to such individual member of the Team, or to the Team as a whole, as the Tournament Organizers may elect in their sole discretion. If the Tournament Organizers elect to disqualify fewer than all members of a Team, then the remaining Players shall continue to be bound by these Official Rules, and if permitted in the sole discretion of the Tournament Organizers, the Team may replace the disqualified Player(s) (even if the disqualified Player was the Team Captain) with a new eligible Player and continue to compete under the same name if each disqualified Player promptly signs any writing deemed necessary by Tournament Organizers to permit his or her former Team member(s) to continue to participate in the Tournament using the Team's name, or under a new name if permitted in the sole discretion of the

Tournament Organizers. Any Team member who elects to end his or her participation in the Tournament, and/or is disqualified from the Tournament, will not be permitted to “re-register” to participate in the Tournament in any capacity.

For clarification and the removal of doubt, these Official Rules do not govern Team relationships. The terms of the relationship between Players and their respective Teams are left to each of the Teams and their Players. But please note that disputes between Team members may be grounds for disqualifying the applicable Team or any of its Team members, as determined by the Tournament Organizers’ in their sole discretion.

Please note that Belong may require a Player or a Team to execute and deliver “Winner Forms” (as defined below) at any time during the Tournament, including as a condition of participating in a particular Match or phase of the Tournament.

### **5.3. PLAYER APPEARANCE RELEASE.**

By participating in the Tournament, each Player hereby irrevocably grants the Tournament Entities and each of their respective licensees, successors and assigns, permission to stream, film, photograph and record the Player’s performance in the Tournament itself and in other Tournament-related activities, including the Player’s name, User Name, Team and Logo, avatar, gamertag or equivalent, voice, statements, likeness and other personal characteristics, information and so-called publicity rights as they appear therein (collectively, the “Appearance”) and the right, but not the obligation, to distribute, exploit or otherwise use such Appearance, in whole or in part, in any and all media, now known or hereafter devised, throughout the Universe in perpetuity, for any purpose, including but not limited to, to advertise, market and promote the Tournament, the Belong Website, the Tournament website, the Title Game, the Tournament Entities and future tournaments.

As between each Player and Team, on the one hand, and Belong, on the other hand, the Appearance shall be deemed a work-made-for-hire for Belong prepared as a work specifically ordered and/or commissioned by Belong, and therefore, Belong shall be the author and exclusive copyright owner of the Appearance for all purposes throughout the Universe (except for footage of the Title Game, which shall continue to be owned by the publisher and or developer of the Title Game, as applicable). If under applicable law the foregoing is not effective to place authorship and ownership thereof and all rights therein in Belong, then by way of assignment and transfer of present and future copyright and otherwise, each Player hereby irrevocably grants, transfers, sells and assigns to Belong, all of his or her right, title and interest in and to the Appearance throughout the universe in perpetuity. Each Player agrees to execute such further documents and to do such further acts as may be necessary to evidence, effect, perfect, register, or enforce Belongs ownership of such rights.

The Tournament Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose which the Tournament Entities deem necessary or desirable. To the fullest extent allowable under any applicable law, each Player hereby irrevocably waives any and all so-called moral rights or “droit moral” rights (which shall include, without limitation, any similar or analogous rights under applicable laws of any country in the world [including, without limitation, the so called right of paternity (droit a la paternite) right of integrity (droit au respect de l’oeuvre) right of withdrawal (droit de retrait or droit de repentir) and/or right of publication (droit divulgation)]) he or she may have in the Appearance, and agrees that he or she will make no claim of any kind against the Tournament Entities as a result of any of the uses described above, and irrevocably and

unconditionally waives and releases the Tournament Entities from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights. Each Player expressly acknowledges that the Tournament Entities and other Players will contribute to the Appearance and other works that will embody all or part of the Appearance. Accordingly, if under any applicable law, the above waiver or assignment by a Player of “moral rights” or “droit moral” is not effective, then each such Player agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

Belong shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Belong shall retain the rights granted in the Appearance even if the Player is disqualified or fails to meet the eligibility requirements.

#### **5.4. CODE OF CONDUCT.**

All Players are expected to exhibit good sportsmanship and maintain respect for one another and for all Tournament Organizers and spectators. Players must follow all instructions of the Tournament Organizers. All mobile phones, tablets and other voice-enabled and/or “ringing” electronic devices must be removed from the play area before the Tournament. Players may not text/email or use social media during a Game or Match. Players are expected to play at their best at all times within the Tournament and to avoid any behaviour inconsistent with the principles of good sportsmanship, honesty, or fair play. Any Player behaving inappropriately, or not competing in compliance with these Official Rules (including the Game Play Rules), as determined by the Tournament Organizers in their sole discretion, may be immediately disqualified from the Tournament and forfeit all potential prizes. Further, the Tournament Organizers reserve the right, in their sole discretion, to ban disqualified Players from any future tournament or event organized by Tournament Organizers. Behaviour that is considered to be inappropriate and in violation of the Code of Conduct includes, but is not limited to, the following:

Interfering with the operation of the Tournament or the Belong Website, or the Tournament Website;

Acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Tournament, or to annoy, abuse, threaten or harass any other person.

Engaging in collusion (e.g., any agreement between two [2] or more Teams or Players on different Teams to predetermine the outcome of a Game or Match);

Cheating of any sort through any means.

Intentionally delaying or slowing gameplay or tampering with gameplay in any other known or unknown manner;

Offensive, vulgar or obscene Usernames, avatars or Team names;

Sexism, ageism, racism or any other form of prejudice or bigotry;

Engaging in violence or any activity which is deemed in the judgment of the Tournament Organizers to be immoral, unethical, disgraceful, or contrary to common standards of decency;

Engaging in any activity that is illegal in the jurisdiction where the affected Player is located.



Offering any gift or reward to a Player or Tournament Organizer for assistance designed to provide a competitive advantage to the person offering the gift or reward or designed to impose a competitive disadvantage on any opponent;

Betting or gambling on your own performance, the performance of your Team or the results of the Tournament or any phase of the Tournament;

Making any modification to the Title Game that has not been disclosed to and authorized by the Tournament Organizers;

Intentionally using any in-game bugs or so-called “hacks” to seek an advantage;

Using any language or wearing any clothing or apparel that is obscene, foul, vulgar, insulting, threatening, abusive, libellous, slanderous, defamatory or otherwise offensive or objectionable, or promotes or incites hatred or discriminatory conduct;

Using any Tournament facilities, services or equipment provided or made available by the Tournament Entities to post, transmit, disseminate or otherwise make available any communications prohibited by this Code of Conduct;

Taking any action or performing any gesture directed at an opposing Player or Team, official or spectator, or inciting any other individuals to do the same, which is insulting, mocking, disruptive or unsportsmanlike;

Touching or otherwise interfering with lights, cameras or other studio equipment;

Engaging in any other type of behaviour or conduct deemed inappropriate by the Tournament Organizers in their sole discretion; or

Otherwise violating these Official Rules.

Any Player who violates the Code of Conduct may be disqualified, and Belong reserves the right to seek damages and other remedies from any such Player to the fullest extent permitted by law.

**CAUTION: ANY DELIBERATE ATTEMPT TO DAMAGE ANY WEBSITE OR EQUIPMENT USED IN CONNECTION WITH THE TOURNAMENT, TAMPER WITH THE TITLE GAME OR THE TOURNAMENT FORMAT, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF A TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE TOURNAMENT ORGANIZERS RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH PLAYER(S) AND TO PURSUE ALL REMEDIES AVAILABLE TO THEM TO THE FULLEST EXTENT PERMITTED IN EQUITY OR UNDER THE LAW.**

## **5.5. GAME PLAY RULES.**

These are the “Game Play Rules” governing how the Title Game is played during the Tournament.

### 5.5.1. Match Obligations

### 5.5.2. Punctuality

Players must be physically present in the applicable Belong Gaming Arena or in the online Match lobby at least one hour prior to the Match start time. Players who are not ready to play within five (5) minutes of the Match start time are subject to penalties including a possible match forfeiture.

#### 5.5.3. Forfeit

Players may not voluntarily forfeit a Match without prior authorization from Tournament Organizers and, even with authorization, are subject to further penalties for forfeiting.

#### 5.5.4. Communications

Players will communicate with their opponents and Tournament Organizers in a designated chatroom during all online stages of the Tournament. For live events, once a Match has officially begun, communication with anyone not designated as playing within the current Match is strictly prohibited and may result in immediate disqualification of the Player(s) or Team(s)..

#### 5.5.5. Match Disruptions

#### 5.5.6. Disconnects

If a Player disconnects during a Match phase, the Player may forfeit the right to make certain selections in the Tournament if one has not already been made. The Player must try to re-join the Match immediately. If the Player is unable to rejoin the Tournament before the Match begins, the Match may be restarted. If a Player disconnects within the first 15 seconds of a Match and no damage has been dealt or no points have been earned prior to the disconnect, the Match may be restarted. If a Player disconnects after the first 15 seconds and/or damage has been dealt or points have been earned, the Match must continue. The Player may rejoin the Match or the Tournament as soon as the Player can.

#### 5.5.7. Authorized Pauses

Tournament Organizers may pause a Game or Match at any time and for any reason. In the event of a pause, Players must remain at their devices and may not communicate with other Players until the Game or Match is resumed.

#### 5.5.8. Restarts

The Tournament Organizers may order a Game or Match restart due to exceptional circumstances, such as if a bug significantly affects a Player's ability to play or the Game or Match is disrupted by a Force Majeure or other event.

#### 5.5.9 Cheating

Any cheating, as determined by the Tournament Organizers in their sole discretion, will result in an immediate forfeiture and additional penalties depending on the severity of the infraction.

### **5.6. Names, Logos, and Branding Restrictions**

The Tournament Organizers reserve the right to reject, in their sole discretion, names, logos, or branding that violate the Code of Conduct, including without limitation, any that:

- infringe upon the rights of any 3rd party rights without explicit written permission
- Resemble or are identical to a brand or trademark
- Resemble or are identical to another identity or person

- Resemble or are identical to the name or persona of Tournament Entities or other Teams.

### **5.7. Sponsorships; Other Content**

Players or Teams have the ability to acquire sponsorships. However, sponsors or content falling under the following categories may not be displayed during official Tournament play:

- Brands in categories that have been granted exclusive sponsorship rights for the Tournament by the Tournament Organizers
- Religious programming, political matters
- 900 numbers
- X-rated material
- Alcohol
- Habit-forming drugs, drug related paraphernalia
- Herbal remedies or “miracle cure” products
- Tobacco products
- Any adult-oriented products or services (including adult-oriented pay per view programs and male enhancement products)
- Salacious products or services or other material which would generally be considered obscene or indecent
- Content that a reasonable person would deem objectionable, indecent, vulgar or offensive
- Content which promotes discrimination, hate, violence, the use of illegal substances, illegal activity, mail fraud, pyramid schemes, or investment opportunities or advice not permitted by applicable law
- Content which is unlawful, pornographic, libelous, defamatory, or violates a third party’s privacy or publicity rights
- Content which constitutes hate speech
- Content which discriminates, ridicules, advocates against, harasses, or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation, gender identity, or disability
- Any other activity that contravenes any applicable laws or regulations (including lotteries, illegal gambling products or other illegal wagering activity)

### **5.8. Penalties**

Players or Teams who break the rules in this document are subject to penalties including (but not limited to) the following:

- Match Restart
- Loss of Ban Selection
- Loss of Game
- Match Forfeiture
- Temporary Player Bans
- Permanent Player Bans
- Seasonal / Split Point Loss

## **6. GENERAL PRIZE RESTRICTIONS.**

Each Player or Team] that has been declared the winner of a prize in the Tournament will not be an official winner unless and until they execute (or, if the potential winner is a Minor, their parent or legal guardian executes) an Affidavit of Eligibility, a Liability Release, and where imposing such

condition is legal, a Publicity Release and any required payment information and tax forms (“Winner Forms”) in order to receive payment. If a Player (or a minor Player’s parent or legal guardian) or Team fails or refuses to sign and return all the Winner Forms within ten (10)] days (or a shorter time if required by exigencies) after receiving them, the Player and/or Team may be disqualified. 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 last lost to the disqualified Player or Team. Within thirty (30) days of receiving an executed copy of the Winner Forms, Belong will deliver to Winner the applicable prize(s). Failure to take delivery of any prize may result in forfeiture, and such prize awarded to an alternate Winner. Prizes may not be transferred or assigned until after a Winner has complied with all his or her obligations under these Official Rules. 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 Tournament, Winner acknowledges that Tournament 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 W-8BEN, IRS Form W-9, 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 W-8BEN, IRS Form W-9, 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 Tournament 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 Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of any prize not specified in these Official Rules will be determined by the Tournament Organizers in their sole discretion.

## **7. DISCLAIMER OF WARRANTIES.**

The Tournament Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Tournament. 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 TOURNAMENT 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 TOURNAMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION.

#### **8. IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATION ON LIABILITY**

Each Player (and any Minor Player's parent or legal guardian) knowingly consents to participate in any or all Tournament activities under the Player's own free will and without duress or undue influence of any third party.

BY ENTERING AND/OR OTHERWISE PARTICIPATING IN THE TOURNAMENT, EACH PLAYER (AND ANY MINOR PLAYER'S PARENT OR LEGAL GUARDIAN), ON BEHALF OF PLAYER AND PLAYER'S HEIRS, HEREBY RELEASES, DISCHARGES AND HOLDS THE TOURNAMENT ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL AND POTENTIAL, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, LOSSES, INJURIES, LIABILITIES AND DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION MENTAL AND/OR PHYSICAL INJURIES OR DEATH AND DAMAGES TO OR LOSS OF PERSONAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATING IN THE TOURNAMENT, ATTENDING OR PARTICIPATING IN ANY TOURNAMENT-RELATED EVENT OR ACTIVITY AND/OR THE USE OR MISUSE OF ANY PRIZE.

The Tournament Organizers are not responsible for any incorrect or inaccurate information or other materials, on, associated with or utilized as part of the Belong Website or the Tournament Website, and the Tournament Organizers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Belong Website or the Tournament Website or the field of play in the Title Game. Although the Tournament Organizers attempt to ensure the integrity of the Tournament, the Tournament Organizers are not responsible for the actions of Players in connection with the Tournament, including a Player's attempt to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Tournament. Without in any way limiting the generality of the foregoing, each Player agrees (and any Minor Player's parent or legal guardian agrees) that the Tournament Entities shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following:

incomplete, lost, late, misdirected or illegible registrations or the failure to receive registrations due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Player, the Tournament Organizers, or otherwise, that may prevent or limit a Player's ability to participate in the Tournament or send or receive messages requiring action or response by such Player;

any computer system, gaming console, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections which may result in alteration of Game play or affect Game results; and any problems or technical malfunction of any network or lines, servers or providers, equipment, or software, including any injury or damage to Player Equipment resulting from participation in the Tournament.

#### **9. INDEMNIFICATION.**

Each Player hereby agrees to indemnify and hold the Tournament Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all third party damages, liabilities, costs and expenses, including reasonable outside legal fees and costs

(collectively, "Third Party Claims") relating to or arising out of any breach of any of the warranties, representations, covenants, obligations or agreements of the Player under these Official Rules.

#### **10. FORCE MAJEURE.**

Belong reserves the right to modify, suspend, extend or terminate the Tournament or any part thereof if it determines, in its sole discretion, that the Tournament is technically impaired or corrupted 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 Tournament or any portion thereof as contemplated herein. In the event Belong is prevented from continuing with the Tournament 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 Tournament Organizers' control (each a "Force Majeure" event or occurrence), Belong shall have the right to modify, suspend, extend or terminate the Tournament.

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

#### **11. TRANSFER OF PLAYER INFORMATION.**

By registering for and/or otherwise participating in the Tournament, 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 Tournament by following the instructions provided in the Privacy Policy posted on the Belong Website.

#### **12. GOVERNING LAW.**

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PLAYERS OR THE TOURNAMENT ENTITIES IN CONNECTION WITH THE TOURNAMENT 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.

#### **13. DISPUTES.**

By participating in this Tournament, each Player (and any minor Player's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Tournament Entities relating to, arising out of or connected in any way with (a) the Tournament or any Tournament-related activity, (b) the awarding or redemption of any prize, and/or (c) the

determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in New York, New York; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Tournament; (v) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Player’s and/or the Tournament Entities’ individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Player or the Tournament Entities; (viii) if the Player is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Belong will pay as much of the Player’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

#### **14. WINNER’S LIST/OFFICIAL RULES.**

To obtain a copy of any legally-required winners list, visit <https://www.belong.gg> up to six (6) weeks after the Tournament. These Official Rules will be posted on the Belong Website during the Tournament Period.

#### **15. INVALIDITY/HEADINGS.**

These Official Rules and the other agreements referenced herein constitute the full and complete agreement and understanding between each Player and the Tournament Organizers in connection with the Tournament and replace and supersede all prior negotiations, agreements or understandings that may have been entered into between such Player and such Tournament Organizer with respect to the subject matter hereof. These Official Rules cannot be modified or amended in any way except by a written instrument signed by Belong. The waiver of any term, condition, or breach of these Official Rules shall not be deemed to be a waiver of that breach or any other term or condition in the future. The invalidity or unenforceability of any provision in these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for convenience and ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

