

## **Chipotle Challenger Series**

### **“TOURNAMENT RULES”**

**VOID WHERE PROHIBITED BY LAW. THIS TOURNAMENT IS NOT SPONSORED BY EPIC GAMES, INC. Epic Games’ name and logo, and/or the “Fortnite” name, logo, and/or materials are used for purposes of promotion and/or event description only and such use is not intended to suggest or imply Epic Games’ participation, sponsorship, endorsement, or approval of this event.**

The Chipotle Challenger Series (the “**Series**”) consists of four (4) independent tournaments (the “**Tournaments**”) each consisting of four (4) open qualifier competitions and an invitational Grand Finale. The qualifier competitions are open team tournaments and each Grand Finale will be open only to specific teams invited by Revolution Marketing Agency, LLC (“**Revolution**”) and the Tournament Organizer. The Tournament is organized by Logitech Europe S.A. through its Logitech’s “Esports Services Group” (“**Logitech**”) and is sponsored by Chipotle (“**Chipotle**” and collectively, with Logitech, the “**Tournament Organizers**”). The Series is subject to all applicable federal, state/provincial, and local laws, the terms and conditions of these Tournament rules (the “**Tournament Rules**”) and any terms and conditions related to the Game (defined below). The first Tournament will be open to an unlimited number of teams (“**Teams**”), each consisting of two (2) players who meet the eligibility requirements set forth in Section 3 (each, a “**Player**” and collectively referred to herein as the “**Players**”). All Players must have a legitimate copy of “Fortnite” (the “**Game**”) installed on a compatible device, or such of any other game indicated by the Tournament Organizers from time to time. The first Tournament consists of four (4) open qualifier rounds (“**Qualifiers**”) and an invitation-only live-broadcast finale (“**Grand Finale**”), subsequent Tournaments may follow a different format at the sole discretion of the Tournament Organizer.

The Tournament Organizers reserve their right to alter, amend, or supplement these Tournament Rules from time to time as they consider necessary to complement, clarify, correct errors or comply with changes in applicable law, with a goal to ensure a fair Series for all Players.

#### **1. TEAMS/INVITATIONS.**

- a. Any number of teams who meet the eligibility requirements set forth in these Tournament Rules will be permitted to register for the Qualifiers phase of the Tournament. All Players and Teams must be registered via the tournament portal on <http://challonge.com/chipotle> (“**Tournament Website**”). Registration will be live no later than one week prior to the start date of the first Qualifier of a Tournament and will remain open throughout the Qualifiers period. Once a Qualifier has begun registration for that Qualifier will no longer be possible. Of the registered Teams who compete in the four Qualifiers, up to forty (40) highest ranked Teams will move on from the Qualifiers to compete in the Grand Finale (up to 10 Teams from each Qualifier). In addition to those forty (40) Teams, up to ten (10) Teams may be invited to participate in the Grand Finale by the Tournament Organizers in their sole discretion (“**Invited Teams**”). The Tournament Organizers reserve the right to select or replace any Team with an alternate Team in the event a Team or any of its Players (i) fails to respond to the invitation to participate in the time required by the Tournament Organizers, (ii) or if the notification is returned as unclaimed or undeliverable to any Team or Player, (iii) or if any Team or Player is disqualified for any reason, (iv) or any Team or Player commits any act or omission which would (a) bring the Player, Team, or the Tournament Organizers into public disrepute, contempt, scandal or ridicule, (b) harm the Tournament Organizers in any manner, as determined by the Tournament Organizers in their sole discretion.

- b. To participate in the Tournament, each Team (or if a minor Player, their parent or guardian) must fully agree to and comply with these Tournament Rules as part of the registration process. **Failure to complete any step outlined in, or to follow any of, these Tournament Rules may, in the Tournament Organizers' sole and absolute discretion, result in disqualification of the Team and its Players.**
- c. Players can only play on one (1) Team during any Qualifier and if a Team places in the top ten of a Qualifier to become a Finalist Team that team must retain the same two members when competing in the Grand Finale. Note that Players can change Teams between Qualifiers, but if a Player places in the top ten of a Qualifier and thus becomes a member of a Finalist Team, if said Player partners with a different player for a subsequent Qualifier and places in the top ten, the new Team will not be eligible to receive an entry as a Finalist Team. All Teams however will be eligible to compete for Prizes.

## 2. TOURNAMENT.

- a. The first set of Qualifiers are scheduled to take place on March 23rd from 4:00 P.M. Pacific Standard Time (“PST”) to 6:00 P.M. PST (“**Qualifier #1**”), on March 24th from 4:00 P.M. PST to 6:00 P.M. PST (“**Qualifier #2**”), and on March 27th from 12:00 P.M. PST to 2:00 P.M. PST (“**Qualifier #3**”) and on March 28th from 12:00 P.M. PST to 2:00 P.M. PST (“**Qualifier #4**”). The first Grand Finale is currently scheduled to be held on March 30th from 12:30 P.M. PST to 3:30 P.M. PST and shall feature up to the top ten (10) Teams from each of the four (4) Qualifiers using the scoring system outlined in Section 2(d)(ii) (the “**Finalist Teams**”) and the Invited Teams (the Finalist Teams and the Invited Teams are collectively referred to herein as the “**Qualifying Teams**”). All dates and times are approximate and subject to change. The specific start and end times for all Team matches in all rounds and stages of the Tournament will be determined in the Tournament Organizers' sole and absolute discretion. All decisions of the Tournament Organizers related to the Tournament are final, binding, and not subject to appeal or challenge.
- b. Future Qualifier and Grand Finale times and dates will be scheduled at the sole discretion of the Tournament Organizer.
- c. Players (or if a minor Player, their parent or guardian) acknowledge, understand, and agree that they are responsible for their own internet connection stability, computer hardware, gaming console, mobile phone (if applicable) and peripherals. The Tournament Organizers are in no way liable for any kind of loss of connection, or gameplay interruption during any Tournament game. If the Tournament Organizer, at its sole discretion, determines that a Player or Team is incurring repeated disconnections during a Grand Finale match then the Tournament Organizer may disqualify said Player and Team from the Grand Finale.
- d. **Qualifiers.**
  - i. There is no limit to the number of Teams permitted to register and compete in each Qualifier, however each Player is only allowed to compete on one (1) Team during the course of each Qualifier.
  - ii. During each Qualifier, Teams will enter Fortnite Duos matchmaking during the official two-hour time window and record and submit their three (3) best game results based on the Scoring System described in this Section. Only games started during the official two-hour window will be considered valid games. Teams shall receive two (2) points for each elimination one of its Players makes during each Qualifiers Match, and additional

points depending on each Team's final placement in each Qualifiers Match (1st 10 points, 2nd 7 points, 3rd 5 points, 4th 4 points, 5th - 8th 3 points, 9th - 12th 2 points, 13th - 16th 1 point, and 17th and below 0 points). Up to the top ten (10) Teams with the highest scores from each Qualifier shall advance to the Grand Finale.

- iii. Score Submission Process: Players can upload their scores any time after the start of the Qualifier two-hour time window up until one hour after the close of the two-hour Qualifier session ends. Scores must be uploaded via the submission form located within [chipotle.challenge.com](http://chipotle.challenge.com). **One Player from each Team must input the Team's best three matches played within the two-hour Qualifier session and photographic proof (screenshot) of in-game replay menu for both Players is required for each of the three matches submitted. All three (3) game scores must be visible in one screenshot of each player's replay folder.** False, incorrect or unverifiable scores will result in disqualification from that Qualifier session and potentially from all events in the Series at the Tournament Organizer's sole discretion. Video proof of replay files will be required if a Team places in the range of Finals Qualification (Top 10) and will be requested during the final verification process. In order to incentivize timely score submissions, the first 1,250 Teams for each Qualifier to submit complete scores in the portal will each receive two (2) Buy One Get One Free Chipotle digital coupons, one for each Player. Within 2 hours after the end of the self-reporting period potential Finalist Teams will be contacted for additional video verification and to collect prizing and shipping information. Within 24 hours after the end of the self-reporting period the official leaderboard will be posted.
- iv. In the event of a tie between two (2) or more Teams during the Qualifiers, ties will be broken using the following tiebreaker:
  1. Lowest cumulative in-game time for the three games.

e. **Grand Finales.**

- i. Up to fifty (50) teams shall compete in the Grand Finale.
- ii. During the Grand Finale, Qualifying Teams will play three (3) games (each a "**Finals Match**") according to the private match information posted in the Tournament Discord server. Teams shall receive two (2) points for each elimination one of its Players makes during each Finals Match, and additional points depending on each Team's final placement in each Finals Match (1st 10 points, 2nd 7 points, 3rd 5 points, 4th 4 points, 5th - 8th 3 points, 9th - 12th 2 points, 13th - 16th 1 point, and 17th and below 0 points). At the end of the Finals Matches, Teams will be ranked and the highest ranked Team will be the "Winning Team" (as defined below).
- iii. Finals Matches will be played on March 30th, 2021 between 12:00 P.M. PST to 3:00 P.M. PST. All times are approximate and subject to change.
- iv. Players competing in the Grand Finale are allowed to stream their gameplay. All Players competing in the Finales agree to appear on the Tournament broadcast at the sole discretion of the Tournament Organizer. For the avoidance of doubt, the Tournament Organizers are not obligated to broadcast any Players in this way.
- v. In the event of a tie between two (2) or more Teams during the Grand Finale, ties will be broken using the following tiebreakers:

1. (1) total points scored;
  2. (2) total Victory Royales in the session;
  3. (3) average eliminations in the session;
  4. (4) average placement per match in the session;
  5. (5) total seconds survived across all matches;
  6. and finally (6) a coin flip.
3. **PLAYER ELIGIBILITY.** In order to be eligible to compete in the Tournament each Player must: (i) be thirteen (13) years of age or older, (ii) be located in the United States or Canada, (iii) have an authentic and legitimate version of the Game installed, (iv) be part of a two (2) player Team, (v) have a valid Epic Games ID **with an account minimum of 10 in Fortnite, visible in the in-game Career menu**, (vi) have a verified Challenge Account, and (vii) be able to stream or record their gameplay. Players must be able to provide proof of eligibility. Please also note that potential winners will ultimately need to provide proof of residency and tax form information before they are officially declared the Winner.

**Any Player who is under the age of 18 must get permission from his or her parent or legal guardian to enter.** The form of that permission will be determined by the Tournament Organizers in their sole discretion. The Tournament is void outside of the United States and Canada and where prohibited by law.

Players will be required to have an Epic account to play the Game with an account minimum of 10 in Fortnite and, depending on the registration functionality, share the gamertag or other name they use in the Game (in either instance, the “**User Name**”). Each Player will be known publicly by his or her User Name, rather than his or her real name, until the later stages of the Tournament when Player names may be revealed. Each Player represents and warrants that their User Name 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 10.

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 household members, whether or not related, are not eligible to participate in the Tournament.

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

### **Team Selection**

Each Tournament will be composed entirely of Teams. Players must combine to form a Team consisting of two (2) individual Players. Players may participate on only one (1) Team at a time during each Qualifier.

Each Player on a Team must satisfy all eligibility requirements set forth herein for Players, and each such Team Player must be designated on the Registration Form in order to be considered a member of the applicable Team.

Each member of the Team 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 Tournament 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 Player shall continue to be bound by these Tournament Rules, and if permitted in the sole discretion of the Tournament Organizers, the Team may replace the disqualified Player with a new eligible Player and continue to compete under the same name or under a new name if permitted in the sole discretion of the Tournament Organizers. Any Team that is disqualified from the Tournament will not be permitted, at the sole discretion of the Tournament Organizer, to "re-register" to participate in the Tournament in any capacity.

For clarification and the removal of doubt, these Tournament 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 the Tournament Organizers may require a Player or a Team to execute and deliver "Winner Forms" (as defined in Section 9) at any time during the Tournament, including as a condition of participating in a particular Match or phase of the Tournament.

#### **4. DATA PROTECTION**

Your registration information will be collected and used in accordance with the privacy policy posted on the Tournament Website and, notwithstanding anything to the contrary stated therein, such information will be shared with the Tournament Organizers and used by the Tournament Organizers in accordance with the privacy policy and terms of use posted on the Tournament Website, as well as the privacy policy and terms of use related to the Game, and on each of their respective websites (the "**Tournament Policies**"), which are incorporated herein by this reference. Please review the Tournament Policies carefully before participating in the Tournament. In the event of a conflict or inconsistency between the terms of these Tournament Rules and the terms of the Tournament Policies, the terms of these Tournament Rules shall prevail, govern and control. Notwithstanding anything to the contrary in the Tournament Policies, the Tournament Organizers may share Player information with third parties, who will use such information to the extent needed to perform their duties and functions in connection with the Tournament or otherwise in accordance with their own independent privacy practices. In addition, the Tournament Organizers may engage third party application providers and other vendors to administer certain aspects of the Tournament, including without limitation, the online collection of Player information. Such third parties will provide your personally identifiable information to the Tournament Organizers and use your information for their own independent purposes in accordance with their own independent privacy practices. The Tournament Organizers are not responsible for the storage or any use of your entry information by such third parties.

#### **5. REPRESENTATIONS AND WARRANTIES.** Each Team and its Players (for the remainder of these Tournament Rules, collectively "you" or "your") represent and warrant:

- a. **You will not engage in any unsportsmanlike conduct during the Tournament. If the Tournament Organizers or any designated administrator needs to resolve any issue relating**

**to your conduct, then any decision made will be final and not appealable except in the Tournament Organizers' sole discretion. Any offensive remark may, as determined in the Tournament Organizers' sole and absolute discretion, result in disqualification.**

- b. You will not violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity.
- c. You must not act in any way that, in the Tournament Organizers' sole and absolute discretion, is defamatory, threatening, indecent, obscene or offensive, pornographic, lewd, sexually explicit, inappropriate, objectionable, unlawful, in violation of or contrary to any applicable laws or regulations.
- d. You must not disparage or cast a negative light on any person, entity, or brand, product, or service.
- e. You will comply with all of Epic Games's terms and requirements related to the Game, including but not limited to its terms of use (found here: <https://www.epicgames.com/site/en-US/tos>).
- f. You will abide by all laws, regulations, ordinances, and rules, and you will not harm, attempt to harm, or threaten to harm any person (including yourself) or property in relation to or during your participation in the Tournament.
- g. You will not use any third-party applications or otherwise engage in any behavior that allows you to gain an unfair advantage.
- h. You will submit your match results within the appropriate time frame set out in these Tournament Rules.
- i. You have read, understand, and agree to these Tournament Rules.
- j. You are using an appropriate Team name and User Name, as determined by the Tournament Organizers in their sole discretion.
- k. You have the requisite Player Equipment, computer hardware, software and internet connection to participate in the Tournament.

You may be disqualified from the Tournament at any time in Tournament Organizers' sole discretion for violation of any of the foregoing terms or any part of these Tournament Rules.

## **6. LICENSES/RELEASES/RIGHT OF PUBLICITY**

By participating in the Tournament, each Player (or if a minor Player, their parent or guardian) hereby irrevocably grants the Tournament Organizers and each of their respective licensees, successors and assigns, permission to stream, film, photograph, record or otherwise capture the Player's performance in the Tournament itself and in other Tournament-related activities, including the Player's name, User Name, Team name 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 Game, the Tournament Organizers and future tournaments.

As between each Player and Team, on the one hand, and Logitech, on the other hand, the Appearance shall be deemed a work-made-for-hire for Logitech prepared as a work specifically ordered and/or commissioned by Logitech, and therefore, Logitech shall be the author and exclusive copyright owner of the Appearance for all purposes throughout the Universe. If under applicable law the foregoing is not effective to place authorship and ownership thereof and all rights therein in Logitech, then by way of assignment and transfer of present and future copyright and otherwise, each Player (or if a minor Player their parent or guardian) hereby irrevocably grants, transfers, sells and assigns to Logitech, all of his or her right, title and interest in and to the Appearance throughout the universe in perpetuity (excluding (i) Footage of the Game, which shall continue to be owned by Epic; and/or any trademarks, logos, products, or other indicia of Chipotle, as well as any content or other intellectual property provided by Chipotle in connection with the Series, which as between any Player and Chipotle, shall continue to be owned by Chipotle). Each Player (or if a minor Player, their parent or guardian) agrees to execute such further documents and to do such further acts as may be necessary to evidence, effect, perfect, register, or enforce Logitech's ownership of such rights.

The Tournament Organizers 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 Organizers deem necessary or desirable. To the fullest extent allowable under any applicable law, each Player (or if a minor Player, their parent or guardian) 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 Organizers as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Tournament Organizers 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 (or if a minor Player, their parent or guardian) expressly acknowledges that the Tournament Organizers 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 (or if a minor Player, their parent or guardian) of "moral rights" or "droit moral" is not effective, then each such Player (or if a minor Player, their parent or guardian) 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.

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

## 7. PRIZES

- a. Logitech shall provide several cash prizes to winners over the course of the Series (each a "**Cash Prize**") and Logitech will also provide several product prizes in the form of digital codes redeemable on the Logitech Sites (each a "**Product Prize**"). The "Winning Team" of each Qualifier will receive Two Thousand Five Hundred Dollars (USD\$2,500) and Logitech Digital Codes for value up to One Thousand Five Hundred Dollars (USD\$1,500). The second place Team of each Qualifier will receive Logitech Digital Codes for value up to One Thousand Dollars (USD\$1,000). The third place Team of each Qualifier will receive Logitech Digital Codes for value up to Seven Hundred Fifty Dollars (USD\$750). The fourth place Team of each Qualifier will receive Logitech Digital Codes for value up to Five Hundred Dollars (USD\$500). The fifth place Team will receive Logitech Digital Codes for value up to Two Hundred Fifty Dollars (USD\$250). The sixth through tenth place Teams will receive Logitech Digital Codes for value up

to Two Hundred Dollars (USD\$200). Likewise, Logitech shall provide the “Winning Team” of each Grand Finale Fifteen Thousand Dollars (USD\$15,000), the second place Team Seven Thousand Five Hundred Dollars (USD\$7,500) the third place Team Five Thousand Dollars (USD\$5,000) and the fourth place Team Two Thousand Five Hundred Dollars (USD\$2,500). Logitech will provide the fifth place Team of each Grand Finale with Logitech Digital Codes for value up to Two Thousand Dollars (USD\$2,000) the sixth place Team of each Finale with Logitech Digital Codes for value up to One Thousand Two Hundred Dollars (USD\$1,200) the seventh place Team of each Finale with Logitech Digital Codes for value up to Seven Hundred Fifty Dollars (USD\$750) the eighth place Team of each Finale with Logitech Digital Codes for value up to Five Hundred Dollars (\$500) the ninth place Team of each Finale with Logitech Digital Codes for value up to Three Hundred Dollars (USD\$300) and the tenth place Team of each Finale with Logitech Digital Codes for value up to Two Hundred Fifty Dollars (USD\$250). Logitech shall also provide each Player on the First, Second, Third and Fourth Place Teams of each Grand Finale with one (1) Chipotle “Chipotle for a Year” card which entitles the holder to one (1) regular-priced entree per week for one (1) year from the date of issue at participating Chipotle restaurants in the United States and Canada (the “**Chipotle Prize**”). The Chipotle Prize is not valid for delivery charges or charges beyond menu items and Chipotle Prize purchases cannot be combined with any other discount, promotion or offer. Unused credits cannot be rolled over from week to week, they must be used or they are gone. The Chipotle “Chipotle for a Year” card is otherwise subject to the terms and conditions that govern use of the card, which may be printed in whole or in part on the card itself. The approximate retail value (“**ARV**”) of each Chipotle Prize is approximately \$500. Monetary awards identified above are pre-tax and all federal, state and local taxes (including income and withholding taxes, if any) are the sole responsibility of the Player (or if a minor Player, their parent or guardian).

- b. By default, the Cash Prizes and Product Prizes shall be split evenly between the Team’s two (2) Players and paid out individually to each Player in a method of Logitech’s choosing. Payments will be made in United States dollars and the approximate value of non-cash prizes is based on the value in United States dollars.
- c. Logitech Digital Code terms. The Logitech Digital Codes are one-time-use and will be valid through one year from date of issuance on the Logitech family of websites - [www.logitech.com](http://www.logitech.com), [www.logitechg.com](http://www.logitechg.com), [www.astrogaming.com](http://www.astrogaming.com), [www.bluemic.com](http://www.bluemic.com), [www.ultimateears.com](http://www.ultimateears.com) and [www.jaybird.com](http://www.jaybird.com) (the “**Logitech Sites**”). In order to redeem the code simply enter the unique code during checkout into the PromoCode box. Please note that:
  - i. Each code can only be used once and any funds not used during that one-time use will be forfeited.
  - ii. Products from any of the Logitech Sites can be added to a cart and will carry over from site to site, provided the sites are each in the same country (i.e. the Canadian and US sites do not share a shopping cart).
  - iii. Each code is only valid for orders placed on the US or Canadian sites and shipped to the US or Canada.
  - iv. Not all products are sold on both the US and Canadian websites. This is determined by product availability. If a product is available on the US site it may not be available on the Canadian site and vice versa. Unfortunately we do not ship from the US to Canada nor from Canada to the US.



- v. All Logitech products are subject to inventory availability and a return to stock status is never guaranteed for any Logitech product that is listed as out of stock.

## 8. PRIZE TERMS

- a. Each Player or Team that has been declared the winner of a prize in the Tournament will not be an official winner (each such individual, a “**Winner**”, and each such Team, a “**Winning Team**”) unless and until they execute (or, if the potential winner is a minor, their parent or legal guardian executes) an Affidavit (or, if a resident of Canada, a Declaration) 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 the time period specified by Logitech, the Player and/or Team may be disqualified. In the event a Player or Team is disqualified, Logitech 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, Logitech 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 Tournament Rules. No substitutions may be made for prize(s), except by the Tournament Organizers, who reserve 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 the Tournament Organizers in their sole discretion. Non-cash prizes cannot be redeemed for cash. Each 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 the Tournament Organizers, and will be required to provide his/her Social Security number, IRS Form W-8 BEN, IRS Form W-9, or equivalent information for tax reporting purposes (at a time to be determined in the Tournament Organizers’ sole discretion, and which may be prior to participation in a particular round or prior to receipt of any prize by Player). The Tournament Organizers 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 the Tournament Organizers in accordance with IRS requirements, and the Tournament Organizers may also share such documentation with a 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-8 BEN, IRS Form W-9, or equivalent information), as determined by the Tournament Organizers in their sole discretion, will result in the Winner forfeiting the prize(s) and an alternate Winner being selected in accordance with these Tournament Rules. The Tournament Organizers 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. Winners who do not claim the prize, or satisfy the information or documentation requirements within six (6) months of the close of the Tournament or such earlier time as designated by the Tournament Organizers, are void, and the Tournament Organizers shall have no further liability or responsibility to such Player(s) in connection with the prizes. 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 Tournament Rules, these Tournament Rules shall prevail, govern and control. All details and other restrictions of any prize not specified in these Tournament Rules will be determined by the Tournament Organizers in their sole discretion.

**WINNER NOTIFICATION/RELEASES.** The Tournament Organizers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize (including, without limitation, the Grand Prize) furnished in connection with the Tournament. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE TOURNAMENT POLICIES OR THE END USER LICENSE AGREEMENT FOR THE GAME OR OTHER AGREEMENTS THAT APPLY TO THE GAME, THE TOURNAMENT ORGANIZERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE 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.

## 9. CODE OF CONDUCT

### a. Personal Behavior and Conduct

- i. In order to participate in the Series all registered Players must adhere to the Code of Conduct Policy outlined in this Section, and exhibit the general principles of competitive & personal integrity, honesty, and good sportsmanship.
- ii. Players are required and expected to conduct themselves in a manner of professionalism and respectful behavior when interacting with other competitors and event administrators.
- iii. Players may not behave in a manner (a) which violates these Tournament Rules, (b) which is disruptive, unsafe or destructive, or (c) which is otherwise harmful to the enjoyment of the Game by other users. In particular, players may not engage in harassing or disrespectful conduct, use of abusive or offensive language, game sabotage, spamming, social engineering, scamming, or any unlawful activity.
- iv. Any violation of rules outlined in the Code of Conduct section will be grounds for complete disqualification from the Tournament and Series, even if the violation was not committed intentionally, at the sole discretion of the event administration team.
- v. The Code of Conduct rules can be changed at any time for any reason at the discretion of Logitech Esports Services.

### b. Event Integrity

- i. Each Player is expected to play to the best of their ability at all times during any match. Any form of unfair play or manipulation that impacts match results is prohibited and will result in disciplinary action including disqualification. Examples of unfair play include the following:

Any Player who witnesses or is subjected to harassing, abusive, or discriminatory conduct should notify an event administrator. Collusion is (as defined below) is prohibited: match fixing, bribing a referee or match official, or any other action or agreement to intentionally influence (or attempt to

influence) the outcome of any match, Tournament or Series will result in an immediate disqualification.

In addition, the following behavior is prohibited:

- ii. Hacking or otherwise modifying the intended behavior of the Game.
- iii. Playing or allowing another player to play on an Epic account registered in another person's name (or soliciting, encouraging, or directing someone else to do so).
- iv. Using any kind of cheating device, program, or similar cheating method to gain a competitive advantage.
- v. Intentionally exploiting any game function (e.g., an in-game bug or glitch) in a manner not intended by Epic in order to gain a competitive advantage.
- vi. Using distributed denial of service attacks or similar methods to interfere with another Player's connection to the Fortnite game client is prohibited.
- vii. Using macro keys or similar methods to automate in-game actions.
- viii. Intentionally disconnecting from a match and/or Tournament without a legitimate reason for doing so.
- ix. Accepting any gift, reward, bribe, or compensation for services promised, rendered, or to be rendered in connection with unfair play of the Game (e.g., services designed to throw or fix a match or session).
- x. Receiving outside assistance regarding the location of other Players, other Players' health or equipment, or any other information not otherwise known to the Player by the information on his or her own screen (e.g., looking at or attempting to look at spectator monitors while currently in a match).
- xi. Players may not work together to deceive or otherwise cheat other players during any match, Tournament or Series ("Collusion"). Examples of Collusion include the following:
  - 1. Teaming: Players working together during the match, Tournament and/or The Series while on opposing teams.
  - 2. Planned Movement: Agreement between 2 or more opposing Players to land at specific locations or to move through the map in a planned way before the match begins.
  - 3. Communication: Sending or receiving signals (both verbal and non-verbal) to communicate with opposing Players.
  - 4. Item Dumping: Intentionally dropping items for an opposing Player to collect.

**c. Toxic Behavior & Harassment**

- i. Players are prohibited from engaging in any form of harassing, abusive, or discriminatory conduct based on race, color, ethnicity, national origin, religion, political opinion or any

other opinion, gender, gender identity, sexual orientation, age, disability, or any other status or characteristic protected under applicable law.

- ii. Any such toxic behavior and/or harassment will be investigated and appropriate action will be taken. Retaliation against any Player who brings forward a complaint or cooperates in the investigation of a complaint is prohibited.

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

Each Player (or if a minor Player, their parent or guardian) knowingly consents to participate in any or all Tournament activities under his or her own free will and without duress or undue influence of any third party.

**BY ENTERING AND/OR OTHERWISE PARTICIPATING IN THE TOURNAMENT AND/OR SERIES, EACH PLAYER (OR IF A MINOR PLAYER, THEIR PARENT OR GUARDIAN), ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER HEIRS, HEREBY RELEASES, DISCHARGES AND HOLDS THE TOURNAMENT ORGANIZERS 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 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 Tournament Website or the field of play in the Game. Although the Tournament Organizers attempt to ensure the integrity of the Tournament and the Series, the Tournament Organizers are not responsible for the actions of Players in connection with the Tournament and the Series, including a Player's attempt to circumvent the Tournament Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Tournament and the Series. Without in any way limiting the generality of the foregoing, each Player (or if a minor Player, their parent or guardian) agrees that the Tournament Organizers 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 and the Series 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 Tournament play or affect Tournament and/or Series 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 and the Series.
11. **INDEMNIFICATION.** Each Player (or if a minor Player, their parent or guardian) hereby agrees to indemnify and hold the Tournament Organizers 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: (i) any breach of any of the warranties, representations, covenants, obligations or agreements of the Player under these Tournament Rules; (ii) Player’s violation of applicable law, rule, regulation as well as any policies and/or terms related to the Tournament and/or the Series; and (iii) Player’s negligence and/or willful misconduct .
12. **OTHER TERMS.** By participating in the Tournament, you (or if a minor Player, your parent or guardian) agree to be bound by the decisions of the Tournament Organizers. You must conduct yourself in a reasonable manner, maintaining a friendly and polite demeanor to competitors, Tournament officials, and to other Teams/Players of the Tournament. You may be disqualified, in the Tournament Organizers’ sole and absolute discretion, if you violate any rule, gain unfair advantage in participating in the Tournament, or otherwise win by using fraudulent or unfair means. Unsportsmanlike, disruptive, harassing or threatening behavior is prohibited. The Tournament Organizers will interpret these Tournament Rules and resolve any disputes, conflicting claims or ambiguities concerning the Tournament Rules or the Tournament and its decisions in this regard will be final and not subject to appeal. The Tournament Organizers reserve the right to cancel or modify the Tournament for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Tournament, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Tournament as determined by the Tournament Organizers, in their sole discretion. The Tournament Organizers reserve the right, in their sole discretion, to disqualify anyone found (a) to be tampering with the registration or entry process or the operation of the Tournament, the Tournament Website, or any platform used by the Tournament; (b) to be acting in violation of these Tournament Rules; (c) to be hacking, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (d) to have provided any false or misleading information as part of the registration process or during the Tournament including, without limitation, any false names, addresses or email addresses. All decisions regarding eligibility and/or compliance with these Tournament Rules will be made by the Tournament Organizers and are final. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS TOURNAMENT AND/OR THE SERIES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. THE TOURNAMENT ORGANIZERS RESERVE THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.
13. **FORCE MAJEURE.** The Tournament Organizers reserve the right to modify, suspend, extend or terminate the Tournament and/or the Series or any part thereof they determine, in their 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 Tournament Organizers are 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, epidemic, pandemic, 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), the Tournament Organizers shall have the right to modify, suspend, extend or terminate the Tournament and post notice on the Tournament Website of any such modification, suspension, extension or termination.

The Tournament Organizers, in their sole discretion, may require the replaying of any match, or declare any 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 match or other phase of the Tournament, has been tampered with or that the validity of any match or other phase of the Tournament has been compromised for any reason, it may eliminate that match or other phase of the Tournament, and may conduct the Tournament on the basis of the remaining matches and/or other phases of the Tournament.

14. **DISPUTES.** These Tournament Rules are governed by the state and federal laws that apply to the State of California, United States of America. Except as otherwise provided herein, any legal suit, action or proceeding arising out of or relating to these Tournament Rules, the operation of the Tournament or otherwise, will be resolved by litigation in the courts located within Alameda County in the State of California, United States of America. You, as a Player, (or if a minor Player, your parent or guardian) hereby consent to the exclusive jurisdiction of and venue of such courts, will accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to you. . The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties each waive any right to a jury trial.
15. **INVALIDITY/HEADINGS.** These Tournament 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 Tournament Rules cannot be modified or amended in any way except by a written instrument signed by the Tournament Organizers. The waiver of any term, condition, or breach of these Tournament 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 Tournament 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 Tournament Rules solely for convenience and ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Tournament Rules or any provision hereof.