### PUBG MOBILE Campus Championship Powered By NACE Starleague - Spring 2024 (the "Competition") Official Rules and Regulations

THE COMPETITION IS OPEN TO STUDENTS THAT ARE ENROLLED AT AN ACCREDITED HIGHER LEARNING INSTITUTION (A "SCHOOL") WITH A PHYSICAL ADDRESS IN THE UNITED STATES OR CANADA. PLEASE REVIEW SECTION 5 BELOW FOR FURTHER ELIGIBILITY REQUIREMENTS BEFORE ENTERING THE COMPETITION. UNLESS SPECIFICALLY PROVIDED FOR BELOW, IF ANY STUDENT IS FOUND TO BE INELIGIBLE OR IS DISQUALIFIED AT ANY STAGE OF THE COMPETITION THEY AND/OR THEIR ROSTER WILL NOT MOVE FORWARD TO THE NEXT ROUND OF THE COMPETITION AND IF APPLICABLE WILL BE REQUIRED TO RETURN ANY PRIZES THAT MAY BE AWARDED.

By entering and participating in the Competition, each Student-athlete, as defined below, and any associated Roster coaches/managers/trainers/etc., unconditionally accept and agree to comply with and abide by these Official Rules and Regulations (the "Competition Rules"). All decisions regarding the interpretation of these Competition Rules lie solely with the Administrator, the decisions of which are final and binding in all respects. In addition, all Student-athletes and any associated Roster coaches/managers/trainers/etc. must adhere to the Esports Code of Conduct (the "Code of Conduct").

This Competition is not administered by Tencent, Proxima Beta, Krafton, or any affiliates.

#### 1. ADMINISTRATOR

 Playfly Esports (department of Playfly Sports LLC) 22 Cassatt Ave. Berwyn, PA 19312, and the National Association of Collegiate Esports ("NACE") are collectively responsible for organizing and administering the Competition.

### 2. COMPETITION DATES

The following dates will apply to the Competition:

Stage	Dates	Location
"Registration Period"	Open #1: January 22 - February 22 Open #2: January 22 - February 29 Open #3: January 22 - March 7	Online
"Open Qualifiers"	Open #1: February 24 Open #2: March 2 Open #3: March 9	
"Semifinals"	March 23	
"Finals"	April 6 and 7	

For all start and finish times see Section 6 – Competition Structure. All dates, times, and locations are subject to change. In the event that there is a change to the date, time and/or location of a Competition Stage, League Officials will use reasonable efforts to notify all Players (as defined below) at least 72 hours prior to the affected date and time.

## 3. DEFINITIONS

- League Official(s): Representatives of the Administrator; responsible for all decisions with respect to the operation of the Competition
- **Competition Website:** The online tournament platform where all Competition information is available and managed, including schedules, rosters, match reporting, and more.
- Coordinator: A School representative; the individual responsible for reporting Match results on the Competition Website, communicating with opponents, etc.; may also be a Player
- Player: A Student-athlete competing in the Competition; Players compete as individuals
- Roster: A Group of eligible Student-athletes competing together on behalf of a School in the Competition. See Section 5 - Eligibility > School and Roster for more information.
- Stage: A distinct phase of the Competition. Top Rosters will progress from one Stage to the next.
- Match: a series, consisting of any number of individual Games, as identified below, between competitors
- Game: a single game competition played, usually as part of a Match

## 4. COMPETITION PRIZES

- Total Prize pool: \$15,000
  - o 1<sup>st</sup> place: \$6,000
  - o 2<sup>nd</sup> place: \$4,000
  - o 3<sup>rd</sup> place: \$3,000
  - o 4<sup>th</sup> place: \$1,000
  - o  $5^{th}$  and  $6^{th}$  place: \$500
- UC Rewards:
  - o 1<sup>st</sup> place: 5,000 UC for each player
  - o 2<sup>nd</sup> and 3<sup>rd</sup> place: 2,500 UC for each player
  - o 4<sup>th</sup> 6<sup>th</sup> place: 1,000 UC for each player
  - o 7<sup>th</sup> 10<sup>th</sup> place: 600 UC for each player
  - o Grand Finals MVP: 5,000 UC
- 2024 PUBG MOBILE Super League Qualifiers: Rosters that place 1st and 2nd in the Competition will receive a "Qualifier Slot" in the upcoming PUBG MOBILE Super League North America Qualifier Tournament - Fall 2024.
- All prizes will be awarded as Scholarship Dollars.
- All prize values are listed in United States dollars ("USD"), are non-transferable, and must be accepted as awarded, without substitutions.
- Scholarship Dollars will be distributed to the winners within 30 days of the Collegiate Championship. Prizes will only be distributed to Players that have provided League Officials with all required identification documents. See Section 9 – Winner Notification for more details. Additional information regarding prize distribution may be provided to the winners at the time of notification. Prizes that have not been claimed within one calendar year will not be awarded.
- Prize winners shall be solely responsible for all federal, provincial, state, and/or local taxes, and the reporting consequences thereof, and for any other fees, costs or required withholdings associated with the applicable prize as required by law.

- Scholarship Dollars won by Players will be awarded directly to the institution of choice that the Player chooses to attend.
- Scholarship Dollars will be held in escrow with NACE's designated scholarship administration partner and will be held in the name of the Player. The funds will not be accessible by any party until the Player attends a valid institution under the Competition Rules. You will be able to check on the funds through the third party hosting party's client.
- If an institution has specific policies regarding the distribution of Scholarship Dollars, League Officials will abide by those policies.

## 5. ELIGIBILITY

To participate in the Competition each Player and Roster must comply with the eligibility requirements listed below.

It is the responsibility of the Player and Roster to be aware of all rules around eligibility. Rosters that field Players without first verifying their eligibility risk forfeiture of their Match results or Playoffs qualification, and additional penalties. Please contact League Officials (<u>esports-support@playfly.com</u>) if you have any questions or concerns.

## Player Restrictions

- **Professional Player Restrictions:** Players must not currently be competing in the PUBG MOBILE Pro League Fall on one of the top 20 teams in the Player's region.
  - NO PLAYER THAT HAS QUALIFIED ON A TOP 20 TEAM IN THE PMPL (PUBG MOBILE PRO LEAGUE) FOR THAT PLAYER'S REGION SHALL COMPETE IN THIS COMPETITION.

## School and Roster

- Accredited Institution: All participating Players must be enrolled at an accredited higher learning institution ("School") with a physical address in the United States or Canada. The School must offer at least a two-year degree program. Online-only Schools are not eligible to compete.
- One School: Players are only allowed to compete for one School during the course of the Competition.
- **One Roster:** Players are only allowed to compete for one Roster during the Competition.
- Coordinator: Rosters must have one Coordinator. The Coordinator should be a representative of the School, Esports Club, or a coach; however, Players may also be Coordinators if no alternative is available. The Coordinator is responsible for managing all communication with League Officials and opposing Roster Coordinators and for reporting rosters and Match results on the Competition website.
- Minimum Roster Size: Rosters must be made up of the minimum required number of Players to be eligible. This is Game dependent. A PUBG MOBILE Squads Roster must have at least Four Players on the roster at all times. A Roster of Three or fewer Players is not considered eligible to play in Matches.
- Maximum Roster Size: For all competitions there is a maximum number of Players allowed on each Roster. This is Game dependent. A PUBG MOBILE Roster Squads may have no more than Six Players on the roster at any time.

- Same School: All Players on a Roster must be enrolled at the same School, and must compete on behalf of that School, except under the following circumstances:
  - Cross-Campus Eligibility: Individual School campuses are typically considered separate Schools for the purposes of the Competition; however, Players may be permitted to compete on another campus's Roster if certain conditions are met. This will be evaluated on a case-by-case basis by League Officials, and will generally follow the guidelines of the School itself with respect to shared athletics and academic programs, as per below:
    - Varsity Athletics: If students from one campus are permitted to participate on another campus's varsity sports teams, or multiple campuses share one set of varsity sports teams, cross-campus eligibility requests will be considered.
    - Shared Course Calendar: If students from one campus are freely permitted to take classes on another campus, cross-campus eligibility requests will be considered. Students must be actively enrolled in classes on both campuses to be eligible.
  - Cross-School Eligibility: Players may be permitted to compete on another School's Roster if certain conditions are met. This will be evaluated on a case-by-case basis by League Officials, and will generally follow the guidelines of the School itself with respect to shared academic programs.
    - Shared/Integrated Programs: If students from one School are enrolled in a shared or integrated program with another School, cross-School eligibility requests will be considered. If only certain programs are shared between Schools, students must be actively enrolled in one of those programs to be eligible.
- Roster Changes: A Roster's roster will be considered locked after the Roster qualifies as a Finalist or earns points towards qualification as a Finalist.
- Emergency Substitution: In the event of an unforeseen circumstance, League Officials may allow one roster change per Roster during the Competition. All Emergency Substitutions will be reviewed on a case-by-case basis.

## Academic

- Student Email: Each student-athlete must have a valid email address provided by their School (i.e. <u>example@school.edu</u>).
- Enrollment Status: Each student-athlete must be enrolled "full-time", as determined by the academic regulations of their School. In most cases this is 12 credit hours per semester/term. Exceptions are provided for below:
  - Graduating Students: Students in their last academic semester/term may participate while enrolled in the minimum number of hours necessary to complete their degree requirements and graduate, as determined by the institution. Once this one-time allowance is used, the student-athlete must meet the full-time requirement of 12 or more credit hours.
  - Graduate Students: Graduate Students are eligible, provided they are declared "full-time" by the academic regulations of their respective School. Verification must be available from the registrar of their respective School.
  - o **Co-op/Work Study:** Students who are enrolled in work-study or co-op programs and are in the work placement section of their program are eligible, provided they are declared

"full-time" by the academic regulations of their respective School. Verification must be available from the registrar of their respective School.

- Academic Standing: Each student-athlete must be in "good standing", as determined by the academic regulations of their School. In most cases this is a cumulative GPA of 2.0.
  - o **Athletics Exception:** If a School's collegiate varsity athletics program has different GPA requirements for participation, and the student-athlete meets those requirements, an exception will be considered by League Officials upon request.
  - First Term/Semester Exception: A student-athlete who is in their first term/semester of post-secondary education will be considered to have satisfied the Academic Standing requirement.
- Loss of Eligibility: Players are responsible for being aware of their loss of eligibility for any reason, and must take appropriate proactive action to notify League Officials.

## Game Account

- PUBG MOBILE Account: Prior to the start of the Competition, all Student-athletes must have a good standing PUBG MOBILE Account. This same account must be linked to the players LeagueSpot (Competition Website) account and be used for the full duration of the Competition. League Officials reserve the right to modify Display Names if they do not abide by the rules of the Competition. Display Names must be in-line with the standards set out in the Code of Conduct. A Student-athlete will be notified by League Officials if their Display Name must be changed and will be permitted to change to an acceptable name.
- Account Username: Players may not change their account username at any time throughout the Competition, unless instructed to by League Officials. The account username the Player used to register is to be used for the entirety of the Competition. League Officials will issue a *Warning* to any Player that has changed their account username during the Competition and will ask the Player to revert the change. Further sanctions will follow for failure to revert the change/repeating this infraction.
- All Players in the Competition must link their PUBG MOBILE Account to their LeagueSpot Account.
  - This can be done by going to **Profile Settings** (top right, where you see the Player's name). At the bottom of the Profile Setting page, there is the option "+Add New Handle". There will then be a drop down that comes up, select "PUBG MOBILE Username" and then hit save.
- Team Tags: All Players competing together on a Team for any given Match of the Competition must all have the exact same Team Tag. A Team that does not have all the Team's Players competing using the same Team Tag shall not be eligible to receive any points toward their ranking from that Match. Points not accrued due to a violation of this section shall be lost and non-recoverable by the Team, regardless of if the Team complies with the Team Tag requirements for future Matches.

# Additional Requirements:

- Place of Residence: Each Player must reside in the United States or Canada while participating in the Competition.
- No employees: Employees, contractors, officers, and directors of the Administrator and any Competition sponsors, and each party's respective parents, affiliated and subsidiary entities, are not eligible to participate in the Competition.

- Age of Majority: Any Student-athlete that is under the age of majority in their province or state of residence (each a "Minor"), must have permission from a parent or legal guardian to participate. If it is determined that a Student-athlete is a Minor in their province or state of residence and does not have parental consent to participate, they will be disqualified and will not be permitted to continue in the Competition. Permission from a parent or legal guardian should be verifiable and written, also provided to League Officials Note: Age of majority may differ depending on province or state of residence. It is each Student-athlete's responsibility to verify the age of majority where they live.
- Acceptance of Terms and Conditions: All Student-athletes must have a LeagueSpot account. By creating an account, you acknowledge that you have read and agree to Playfly Esports' <u>Privacy Policy</u> and LeagueSpot's <u>Privacy Policy</u> and <u>Terms of Service</u>. You may receive notifications and are able to opt out at any time. There are no fees or service charges to create or maintain an account. If a Student-athlete attempts to bypass the age gate by entering a false date of birth that Student-athlete will be disqualified.
- Account in Good Standing: During the Competition, if it is determined by League Officials that a Student-athlete that is currently suspended due to a Code of Conduct violation, harassment of other NACE Starleague players and/or League Officials, or suspected or confirmed fraud or unfair gameplay, that Student-athlete will be considered ineligible, will be disqualified from the Competition, and, if applicable, will be required to return any prizes that may be awarded.

A Student-athlete will not be permitted to compete if they fail to meet the eligibility requirements detailed above. Administrators reserve the right to request proof of identity and/or a University/College transcript or the equivalent at any time to prove that said Student-athlete attends their School and complies with all eligibility requirements.

Penalties for non-compliance with any eligibility requirements detailed above may include match forfeiture and/or disqualification for the current Competition and/or subsequent Competition

The Competition is subject to all applicable United States federal, state, and local laws and regulations and is VOID WHERE PROHIBITED BY LAW.

## 6. COMPETITION STRUCTURE

All details are subject to change at the discretion of the Administrator. Any changes will be communicated to each participating Player and posted on the Website (as defined below) as early as possible. Any disputes will be resolved by League Officials, whose decision shall be final, conclusive and binding. League Officials decisions shall be made strictly in accordance with these Competition Rules, the Code of Conduct, and any other rules and procedures put in place during each of the individual Stages.

- The Competition will take place across three Stages (Open Qualifiers, Semifinals and Grand Finals), each open to eligible Players and Rosters. Open Qualifiers will operate independently of one another. Rosters will qualify for the Semifinals through their performance in the Open Qualifiers. Rosters will qualify for the Grand Finals through the Semifinals (if applicable).
- How to Enter: For more information about registering for the Competition as a Coordinator or Player <u>click here</u>. Prior to registration, Players must provide a valid Game Account (PUBG MOBILE Username and PUBG MOBILE IDs). Only Players whose Game Accounts match those

listed on the Competition Website are eligible to play in the Competition. Any Matches participated in by a Player whose Game Account is not listed on the Competition Website will be forfeited. Please refer to the <u>NSL Guidebook Spring 2024</u> for LeagueSpot registration processes and terms, beginning on page 18.

 Player Information Form: In order to be eligible for the Competition, every Player on a registered Roster must fill out the <u>PUBG MOBILE Campus Championship Powered</u> <u>By NACE Starleague Spring 2024 - Player Info Form</u> in order to ensure League Officials have all proper information - including Discord, PUBG MOBILE Username and PUBG MOBILE IDs.

## Format:

- o Open Qualifiers:
  - Open Qualifier Dates:
    - Open Qualifier #1: February 24th lobbies starting at 3 PM ET
    - Open Qualifier #2: March 2nd lobbies starting at 3 PM ET
    - Open Qualifier #3: March 9th lobbies starting at 3 PM ET
  - This stage is composed of three Qualifiers. The registered teams are divided into groups, a maximum of 16 teams in each group. A total of three games will be played for each Qualifier, per group.
    - **Note:** If there are 24 or less teams registered for a Qualifier, said Qualifier will only have one group.
  - **Qualifying for the Semifinals:** The top 32 Teams from the three Open Qualifiers, based on earned points, will qualify for the Semifinals.
- o Semifinals:
  - Semifinals Date: March 23rd lobbies starting at 3 PM ET
  - In this stage, the qualifying teams will compete in a total of three games. Qualifying teams will be split into even groups for the Semifinals Stage.
    - **Note:** If there are less than 24 teams competing in the Semifinals, teams will be put into a single group.
  - **Qualifying for the Grand Finals:** The top 16 Teams from the Semifinals games, based on earned points, will qualify for the Grand Finals.
    - **Note:** If there are two groups in the Semifinals the top 8 Teams from each group will be selected to the 16 Teams qualifying for Grand Finals.
  - **Minimum Number of Teams:** If there are 16 or less teams advancing to the Semifinals via the Open Qualifiers, competition will advance directly to the Grand Finals stage, skipping the Semifinals stage. Unless announced otherwise, the Grand Finals date will remain as shown below.
- o Grand Finals:
  - Grand Finals Dates: April 6 and 7 lobbies starting at 3 PM ET
  - Six games played over two consecutive days. Three games will be played per day.
  - During the Grand Finals, qualified Rosters (16 teams) will be invited to custom lobbies, and they will play six Matches against other qualified Rosters.
- Earning Points: Rosters will earn points based on their performance in each match of the various Competition Stages. Points are not cumulative across stages and count only towards the standings of the Stage they were earned in.
  - 1st: 10 Points

- 2nd: 6 Points
- 3rd: 5 Points
- 4th: 4 Points
- 5th: 3 Points
- 6th: 2 Points
- 7th: 2 Points
- 8th: 1 Point
- 9-20th: 0 Points
- Elimination: 1 Point each
- Qualifying for Competition Stages: At the end of a Stage, if a qualified Roster is unable to participate in a subsequent Stage, or is disqualified or found to be ineligible by League Officials a replacement will be determined, at the discretion of League Officials, by selecting a Roster that finished next in the standings.
- Tiebreakers for Open Qualifiers: If two or more Rosters in the same Open Qualifier have the same amount of points at the end of the Open Qualifier, the following criteria will be used in order to break the tie:
  - o Total 1st place finishes in the current Open Qualifier
  - o Total accumulated placement points in the current Open Qualifier
  - o Total Eliminations in the current Open Qualifier
  - o Placement in the most recent match of the current Open Qualifier

If there is a tie involving more than two Rosters and a Tiebreaker resolves the tie for a Roster(s), but leaves at least two Rosters tied, the tie(s) that remains will be broken by starting over the Tiebreaker criteria. This process will be repeated until no ties remain.

- Tiebreakers for Semifinals/Finals: If two or more Rosters in the Grand Finals have the same amount of points at the end of the Stage, the following criteria will be used in order to break the tie:
  - o Total 1st place finishes in the current Stage
  - o Total accumulated placement points in the current Stage
  - o Total Eliminations in the current Stage
  - o Placement in the most recent match of the current Stage

If there is a tie involving more than two Rosters and a Tiebreaker resolves the tie for a Roster(s), but leaves at least two Rosters tied, the tie(s) that remains will be broken by starting over the Tiebreaker criteria. This process will be repeated until no ties remain. Each Stage of the Finals is independent from each other in regards to tiebreakers.

- No-shows: Each Match will start five minutes after the room information has been distributed. Rosters that have not joined the Match Lobby after this time will forfeit their right to participate in the Match, at the discretion of League Officials.
- Proof of Results: Coordinators and Players are required to take appropriate in-game screenshots or videos that display the final results of each Game and should be prepared to provide them immediately at the request of League Officials and when submitting Match results. Failing to do so, or providing false or doctored information, may result in immediate forfeiture of affected Matches and/or disqualification from the Competition and future Competitions, at the discretion of League Officials.

## 7. GAMEPLAY RULES

- Eligible Platforms: Mobile phone handheld devices (iOS & Android)
  - Players may not use peripheral devices of any kind (including adapters, controllers, Bluetooth keyboards, and mice). Players may not use an emulator to play on a PC or other device that is not a handheld device.
  - Players may not use tablets or similar devices.
- Server: All Competitions will be held on the North America server.
- Map Pool:
  - Erangel
  - Miramar
  - Sanhok
  - Vikendi
- Version: All Matches during the Competition will use the latest patch.
- Team Size: Squads (4 Players)
- Emergency Picks: The use of Emergency Picks is prohibited in the Competition
- **Playing Your Matches:** For each Match, a room ID and password will be distributed in a private channel on the <u>NACE Starleague Discord</u>. Please open PUBG MOBILE and click "Select Mode", then "Room". Search the Room ID provided and enter the provided password. After that has been done, please join the Team Slot for your team as given by League Officials. Please wait for other Players to join and League Officials will start the Match shortly.
- Anti-Cheat Software: All Players must use the same mobile device for the anti-cheat software and tournament participation. Tournament administration has the right to hold additional investigation if there is any suspicion with anti-cheat checks. A team will be subject to disqualification if the Team does not run the anti-cheat software on the device they are playing tournament matches from, Team has not completed anti-cheat checks, or following the investigation request or result from Tournament administration. Please follow the <u>PUBGM Game Anti-Cheat Software Guide</u> to help download the proper Anti-Cheat Software.
- **Coaching:** During a Match, a Coach may only communicate with their Players before, in-between Games, and after. Otherwise, the Coach is not allowed to further communicate or interact with the Players in any way (i.e. during gameplay)
- **Substitutions:** Rosters may freely substitute Players between Matches in an online tournament. All substituted Players must have been on the Roster before the start of the online tournament to be considered eligible.
- **Mid-Match Break:** There will be a five-minute break between Matches. Break time will start when the previous Match ends. Longer breaks may be taken at League Officials' discretion as a part of coordinating the competition and any relevant broadcasts.
- **Network Issues:** All Matches within a given Stage will be played in succession. If Players are experiencing network issues that cause them to be unable to connect during one or more of the Matches they will forfeit the right to participate in that Match but they will still be permitted to join the next Match.
- **Finality of Results:** At the discretion of League Officials, any Match that is played in full will not be open for review and the results will be considered final. This does not apply to Games that involve Player Conduct violations.

- Official Broadcast Matches: The Administrator reserves the right to record and/or and live stream, broadcast or exhibit any Match of the Competition, at its sole discretion. Any Match officially broadcast by the Administrator may not have any other observers or spectators. Administrator reserves the right to reschedule official broadcast Matches.
- Independent Broadcast Matches: Players may livestream their own Matches but they must include at least a two minute delay.

## 8. PLAYER CONDUCT

- By entering and participating in the Competition, all Players and any associated Roster coaches/managers/trainers/etc. agree to adhere to and be bound by the <u>Code of Conduct.</u>
- Reporting Violations: Violations of the Code should be reported immediately to League Officials using the form <u>here</u>. League Officials will review all claims of misconduct.
- Penalties: Upon confirmation of any Code of Conduct violation, and depending on the severity of the violation, League Officials reserves the right to issue any one of the following penalties:
  - o Written Warning
  - o Game Forfeiture
  - o Match Forfeiture
  - o Player Suspension/Disqualification
  - o Roster Disqualification

Repeated violations will be subject to escalating penalties, and particularly severe violations will be subject to harsher penalties up front.

### 9. WINNER NOTIFICATION

Players that win a prize (each a "Prize") will be notified by email within 48 hours of the conclusion of the Competition. Each of these "Winners" will be required to provide their full name, contact details, tax information, and banking information to League Officials within 30 days from the date of the email advising them that they are a Winner, to successfully claim the Prize or such Prize may be deemed forfeited. In the event of any dispute concerning the operation of any element of the Competition, or these Competition Rules, the decision of League Officials will be final. Any Player found to have violated these Competition Rules, even after a Prize has been awarded, will be disqualified and will be required to return the Prize awarded, or cash equivalent in full within thirty (30) days following notice from the Administrator that the Player has violated the Competition Rules.

### 10. RELEASES

By registering for and participating in the Competition, all Players: (i) confirm their eligibility to participate in the Competition and acceptance and compliance with these Competition Rules; (ii) accept the Prizes offered (if applicable and if deemed a Winner); (iii) provide their permission to record the Player's participation in the Competition, and use the Player's name, photo, image and any footage or photo taken of the Player; (iv) release the Administrator, any Competition sponsors, any underlying IP holders and promoters, and each party's respective parent, related and affiliated companies and entities, subsidiaries, members, dealers, advertising and promotional agencies, and each of their respective directors, successors, sponsors, partners, licensees, officers, subsidiaries, agents, employees, advisors, assignees, and all others associated with the development and execution of the Competition (collectively, the "Releasees") from any and all liability in connection with this Competition or participation in any

Competition related activities. In the event that a Player is a Minor, their parent or legal guardian must consent to the foregoing on their behalf. If the parent or legal guardian does not consent to the foregoing, the affected Player will be disqualified.

### **11. PUBLICITY RELEASE**

Please note, some Matches during the Competition may be filmed for entertainment and promotional purposes and that photographs and video footage may be taken during said Matches. By participating in the Competition, each Player grants the Administrator, the Game providers, and Competition sponsors with the right to use: (i) their name, email address, mailing address, telephone number and other personal information provided during their registration in the Competition and any data collected while the Player is playing the Game, for the purpose of administering the Competition, including but not limited to contacting and announcing the Winners; and (ii) their name, city and province or state of residence, video footage, images, voice recording, comments and opinions for entertainment, publicity and promotional purposes relating to the Competition, in any and all media now known or hereafter devised, without further compensation unless prohibited by law. In addition, by participating in the Competition all Players acknowledge and agree that the Releasees may disclose their Personal Information to third-party agents and service providers in order to affect any of the activities listed above, in accordance with Playfly Esports' Privacy Policy and LeagueSpot's Privacy Policy and Terms of Service.

### **12. LIMITATION OF LIABILITY**

- By entering this Competition, each Player, or in the case of a Minor, their parent or legal guardian on their behalf, acknowledges compliance with, and agrees to be bound by, these Competition Rules and consents to the use of their name, city of residence, and/or likeness in any publicity carried out by Releasees, and/or their advertising and promotional agencies and agents without further notice or compensation. Players release and hold harmless the Releasees from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach and liability for physical injury, death, or property damage which the Players or their administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the Players participation in the Competition and/or in connection with the acceptance, use and/or misuse by the Player of the Prize.
- None of the Releasees shall be responsible for or bear any liability for: (i) late-received, lost, unintelligible/illegible, incomplete, or misdirected registrations, entries or Game scores; (ii) entries or game plays which fail to comply with the Competition Rules; (iii) any technical or human error that may occur in the administration of the Competition, including any problems or technical malfunction of any computer online systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, all of which may affect an Players ability to participate in the Competition, or the ability of the Administrator to receive and/or record and Players Game score; (iv) any unauthorized human and/or mechanical intervention in any part of the entry process of the Competition; and (v) and/or other circumstance outside of Administrator's reasonable control that disrupts all or part of the Competition.

- As a condition of participating in this Competition, Player agrees that (i) under no circumstances will Player be permitted to obtain awards for, and Player hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, (ii) all causes of action arising out of or connected with this Competition, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but shall in no event include attorney's fees. This bullet point is void if prohibited by law.
- Any attempt to deliberately undermine the legitimate operation of this Competition is a violation of the Competition Rules and criminal and civil laws, and should such an attempt be made, the Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Players agree to abide by the Competition Rules.
- The Administrator reserves the right, in their sole discretion, to disqualify any Player who violates the Code of Conduct or tampers with the entry process, and/or void any game results submitted fraudulently. Should multiple users of the same email account enter the Competition and a dispute thereafter arise regarding the identity of the Player, the authorized account holder of said e-mail account at the time of entry will be considered the Player. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted e-mail address. If, for any reason, the Competition is affected by any computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical failure or other cause which, in the sole opinion of the Administrator, corrupts or otherwise affects the administration, security, fairness, integrity or proper conduct of this Competition, the Administrator may, in their sole discretion, cancel, terminate, modify, or suspend the Competition, and determine winners from gameplay already received or as otherwise deemed fair and equitable by the Administrator. Automatic gameplay is prohibited, and any use of automated devices will cause disqualification.
- Administrator reserves the right, in its sole discretion, to terminate the Competition, in whole or in part, and/or to modify, amend or suspend the Competition, and/or to the Competition Rules in any way, at any time, for any reason without prior notice. Any changes will be made available on <u>https://nsl.leaguespot.gg/</u>.

### 13. CHOICE OF LAW

The Competition is subject to all applicable United States federal, state and local laws. All issues and questions concerning the construction, validity, interpretation and enforceability of the Competition Rules or the rights and obligations as between the Player and the Administrator in connection with the Competition shall be governed by and construed in accordance with the laws of the state of Maryland.

#### **14. WINNERS LIST**

 The list of winners will be posted on <u>https://nsl.leaguespot.gg/</u> once the verification process has been completed.

### **15. CHANGE LOG**