

OFFICIAL RULES  
TEKKEN GERMANY CHAMPIONSHIP  
Effective Date: 1<sup>st</sup> July, 2022

**Article 1. General Information**

INTRODUCTION. TEKKEN GERMANY CHAMPIONSHIP is a series of Tournament Events (each a "*Tournament Event*" and collectively, the "*Championship*") brought to you by BANDAI NAMCO ENTERTAINMENT GERMANY GMBH ("*BNG*") and is subject to these Official Rules (the "*Rules*").

In order to participate in these Tournament Event, you shall register your participation on the start.gg platform which is managed by the company Smash gg Inc ("*Smash gg*").

DEFINITIONS. Throughout these Rules, certain capitalized words and phrases have been given specific definitions, which can be identified wherever those words or phrases first appear in quotes. Accordingly, in addition to terms that are defined above or below this Section, the following terms are defined as follows:

**"BNG"** means BANDAI NAMCO ENTERTAINMENT GERMANY GMBH.

**"Champion"** means the Winner of TEKKEN GERMANY CHAMPIONSHIP .

**"Championship Website"** means the official Championship Website, available at:

<https://de.bandainamcoent.eu/tekken-germany-championship>

**"Effective Date"** means the date set forth above.

**"Game"** means TEKKEN 7.

**"Match"** means a competition between two (2) Players.

**"Player"** means each individual player who participates in the Tournament and is subject to the Eligibility Criteria.

**"Prize"** means each prize awarded to a Prize Winner, according to the Prize Schedule.

**"Prize Winner"** means each Player that is awarded a Prize, subject to verification of such Player's compliance with these Rules.

**"Rankings"** means the rankings available via the Championship Website.

**"Region"** means each the following region excluding any countries, states determined by BNG and TF or as required by applicable law:

- Germany.

**"Smash gg"** means the owner of the online platform start.gg that provides tournament organizing tools for event organizers: Smash gg, Inc., a Delaware corporation 1061 Market St #508 San Francisco, CA 94103, USA.

**"Tournament Administrators"** means a set of persons in charge of handling a Tournament Event.

**"Tournament Event"** means an individual event in the Championship.

**“Tournament Group”** means, collectively: (i) BNG; (ii) BNG’s respective affiliates, related companies, and authorized agents, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, sponsors and suppliers of material and services related to the Championship (excluding Community tournaments), and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Championship (excluding Community tournaments) and their respective officers, directors, employees, agents, and other representatives.

**“Tournament Organizer”** means the respective organizer of each Tournament Event, any entity involved in supplying or fulfilling prizes, and any other entity involved in implementing, producing or managing a Tournament Event, in whole or in part.

**“TWT”** means the international league know as TEKKEN World Tour co-organized by BANDAI NAMCO Entertainment America Inc. (“BNEA”), a Delaware corporation, with offices located at 23 Odyssey, Irvine, California 92618, USA Bandai Namco Europe S.A.S. (“BNE”), a company organized under the laws of France, with offices located at 15 rue Félix Mangini, 69258 Lyon cedex 09, France and BANDAI NAMCO Entertainment Inc. (“BNEI”), a corporation formed under the laws of Japan, with offices located at 5-37-8 Shiba, Minato-ku, Tokyo 108-0014, Japan.

**“TWT Rules”** mean the rules being used during TWT available at : <https://www.bandainamcoent.com/legal/community-events/official-rules-twt2022>

## **Article 2. Acceptance of the Rules**

When you participate in the Competition, you agree, without reservation, to all the following Rules.

## **Article 3. Amendment of the Rules**

The Tournament Group reserves the right to modify these Rules at any time and to inform the Players by any means of such modifications.

The Rules apply to any Player who participates in the competition.

The Tournament Group reserves the right to interrupt, extend, shorten, modify or cancel the Competition, at any time, by rights, without notice neither obligation to justify its decision. In this case, the liability of The Tournament Group cannot be held in any manner whatsoever and the Player cannot claim any compensation whatsoever.

Additions and amendments can then be published for the duration of the competition and the Player cannot claim any compensation as such.

In case of modification of the dates, new dates will be mentioned on the following website: <https://de.bandainamcoent.eu/tekken-germany-championship>

Any modification of these Rules will come into force from their online publication and any Player will be deemed to have accepted them due to their participation in the competition from the date of the entry into force of the modification. Any Player refusing the change(s) will have to stop participating in the competition.

## **Article 4. Concept and Description of the Tournament Events**

### **4.1 Common Rules**

The rules set out in this section apply to all Matches within the TEKKEN GERMANY CHAMPIONSHIP . In the event of any inconsistency between the provisions outlined in the Common Rules and those outlined for one of the Tournament Event of the TEKKEN GERMANY CHAMPIONSHIP , those of the Tournament Event shall prevail.

#### **4.1.1 Minor Players**

The minimum age for a Player to compete is 16 years old. Any minor between the age of 16 years old and 18 years old participating in a Tournament Event must submit a duly completed parental authorization signed by a legal guardian, as well as a copy of an official identity document of both the legal guardian and the minor (it must be legible and include the surname, first names, date and place of birth, picture and signature of the holder, as well as the dates of issue and validity of the document, issuing authority).

The parental authorization can be downloaded from the following link:

<https://media-center.bandainamcoent.eu/events/2022/European-Tekken-Cup/ETC-PARENTAL-CONSENT-GERMANY.pdf>

Parental consent must be returned by email at : esports@bandainamco.eu

The Tournament Group has the right to carry out any verification, as well as to disqualify any minor Player who doesn't submit the parental consent within the time limit, resulting in the cancellation of his/her performance.

#### **4.1.2 Tournament Administrators**

The Tournament Organizer appoints several administrators in charge of the competition. The Administrators and the Tournament Organizer have the sole authority to take any action necessary for the proper conduct of the competition, including the arbitration of Matches, the imposition of disciplinary sanctions against Players who have violated the code of conduct or who have engaged in harmful behavior towards other Players, the Tournament Organizer or third parties in general.

No Match may be started without the prior agreement of the Tournament Administrator.

#### **4.1.3 Match Format**

All Matches will be played according to the following playing format

- Duration of a Round: 60 seconds
- Round number per game: 3
- Choice of the stage: random
- Game : TEKKEN 7
- Character Customizations: Off
- Character Preset Costumes are legal for Tournament use with the exception of the following:
  - Jack-7 Preset 3 & 4 cannot be used.
  - Gigas Preset 3 cannot be used.
  - Players cannot use the same Preset. Should both Players wish to use the same Preset, they will play a tiebreaker as determined by the Tournament Organizer or Tournament Event Organizer (as applicable) to determine who may use their preferred Preset Costume for the duration of the Match.

Character selection: Before the start of the first Match, each Player chooses a characters.

For the Matches, the Player who lost the previous Match may choose to change characters.

#### **4.1.4 Bugs and glitches**

Players are not allowed to exploit known bugs and/or glitches. If an administrator determines that a Player used a bug or glitch that resulted in an unfair advantage, the administrator may decide either to return to the Game state before the use of the glitch or impose a disciplinary sanction against the Player if such use is voluntary. The administrator is the sole authority to determine the voluntary nature of the use of glitch.

#### **4.1.5 Equipment**

Players will have to check the correct functioning and configuration of their buttons before the start of a Match.

#### **4.1.6 Pauses and Disconnections**

Any disconnections initiated by a Player will result in the loss of the current round, except if the disconnection is due to a problem with the Game. If the disconnection is due to a problem within the Game, the current round will have to be played once more.

Only the administrator has the authority to determine whether the pause has been caused by a Game related problem.

### **4.2 Online and offline Tournament Events**

The rules outlined in this section apply to the "TEKKEN GERMANY CHAMPIONSHIP " Tournament Events and therefore to any competition included within the TEKKN GERMANY CHAMPIONSHIP .

#### **4.2.1 Eligibility Requirements**

This Championship is only open to Players who, from the time of entry, until every Tournament Event has ended and until all Prizes have been awarded: (a) are of the age of majority in the jurisdiction in which the Championship is located or are underage from sixteen (16) years old and have received explicit permission from their parent or guardian; (b) are legal residents of one of the countries or the country specified in the Region; (c) possess a valid form of state or federal government-issued identification; (d) are not subject to applicable sanctions prohibitions, including, without limitation, any person listed on the U.S. Department of Treasury Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; (e) are not officers, directors, employees, agents, or representatives of the Tournament Group or its respective parents, affiliated or related companies, agencies, suppliers of the materials or services related to this Tournament, or members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents, or representatives; and (f) are and remain in compliance with these Rules and any applicable terms and conditions related to the Game, including the Game's end user license agreement ("EULA") (collectively, the "Eligibility Criteria"); (g) are a resident of one of the countries or the country specified in Region; (h) In case of online tournament, own or has access to one or both of the following gaming platform : PlayStation 4 (PSN subscription required) or PC. (i) In case of online tournament, own or has access to an internet connection; (j) In case of online tournament, have a wired connection to internet on his gaming platform through an ethernet cable; (k) In case of online tournament, must have download speed greater than 3 mbps. (l) In case of online tournament, players must have a ping below 40 ms when connected to a common server chosen by the Tournament Administrators; (m) In case of online tournament, own the TEKKN 7 video game.

If an individual who does not meet the Eligibility Criteria becomes a winner, such Player participation will be void and the Player will be deemed ineligible. All applicable federal, state, and local laws and regulations apply. Void where prohibited, restricted, or where conducting the Championship would subject the Tournament Group to any tax, duty, tariff, or other fee mandated by local law.

#### HOW TO ENTER & ENTRY CONDITIONS.

Players that meet the Eligibility Criteria can join the Championship by registering to enter a Tournament Event by such means of registration as specified for such Tournament Event. As between BNG and the Player, BNG retains all right, title, and interest in any materials or content submitted or provided by a Player, to the extent permitted by applicable law. Players can find more information regarding the Championship by visiting the Championship Website.

By registering or otherwise participating in the Championship, each Player (and guardians of any minor Player) confirms that such Player meets the Eligibility Criteria and has read, understands, and agrees to abide by these Rules, and all other applicable terms and conditions described or referenced herein. Any Internet access required to register must be obtained by each Player, at no cost to the Tournament Group.

In connection with the Championship, each Player represents and warrants that such Player: (i) will not infringe, violate, or misappropriate the rights of any third party, including any copyrights, trademarks, trade secrets, industrial design rights, design and utility patents, rights to likeness, publicity, or privacy, and other similar intellectual property rights, as may be recognized in any territory throughout the World, whether registered or unregistered (collectively, "Intellectual Property Rights"); (ii) will submit such photographs, videos, audio clips, or other recordings of the Player as may be requested by the Tournament Group, will license such content or materials to BNG and its nominees for any use related to advertising and marketing the Championship, and will take care that any such content or materials will be free from all liens, charges, encumbrances, restrictions, licenses, equities, and claims of any third party; and (iii) shall not submit any content or material that: (a) promotes or contains libelous or defamatory materials, false or deceptive materials, hate speech, pornography or sexually explicit materials, obscene language, violence, the use of firearms, prescription drugs, alcohol or tobacco, or discrimination against a protected group (whether based on race, color, sex, religion, nationality, disability, sexual orientation, age, or similar category); (b) is associated with any illegal activity (including gambling, trafficking, or the use of illegal substances); (c) violates any Intellectual Property Rights of any third party, is invasive of another's privacy, or is threatening, abusive or harassing; (d) contains, links to, uses, or otherwise transmits or enables the transmission of any malware, viruses, worms, Trojan horses, adware, spyware, or other harmful code or programs for any purpose, including search hijacking or browser URL hijacking to drive traffic to any website, uses a "BotNet" or other automated or manual means of generating fraudulent traffic, clicks, impressions, or other actions on any website; or (e) promotes, facilitates, or enables the illegal downloading of videos, music, or other copyrighted material, (e.g., P2P/BitTorrent/MP3 tracking and indexing apps, "linking" or "leeching" apps, ROMs, "warez," emulators, hacks, "phreaks," "cracks," or ripping software for illegally circumventing DRM or other copy protection devices.

All Player participation is subject to verification. The Tournament Group reserves the right to disqualify any Player that the Tournament Group reasonably believes or suspects provided forged, altered, or false information, or that has otherwise failed to comply with these Rules.

Employees, affiliates or partners of the Tournament Group, of their subsidiaries, their subcontractors or their officers, and the members of their family or the persons with whom they are domiciled, and generally anyone who helped in the organization of the competition, are ineligible to participate in the competition.

#### **4.2.2 Championship Structure**

The Championship will be divided into different Tournament Events to earn Points toward qualifying to TEKKEN GERMANY CHAMPIONSHIP finals. The Championship is comprised of Tournaments that will be operated and managed by Tournament Organizers, which are independent from BNG. BNG will select in its sole discretion the Tournaments that participate in the Championship and award qualifying Points to Players who compete.

The different Tournament Events are as below:

#### **4.2.3 Offline Tournament Event**

##### **4.2.3.1 Major Events.**

“**Major Events**” are prestigious open offline Tournament Events, of which there will be only two (2) within the Championship. Major Events awards players ranking points in accordance with section 4.2.3.4.

##### **4.2.3.2 Community Tournament.**

“Community Tournaments” are independently operated open offline Tournament Events that have opted in to be recognized as part of the Championship via an application process on the Championship Website (as defined below). The application process confirms prospective events meet criteria necessary for Community Tournament classification. Community Tournaments are required to use the platform Start.gg own and operated by Smash gg to (i) list their Community Tournament; (ii) take registration; (iii) setup and record the bracket; and (iv) submit a recording of the Top 8 for verification; (v) send tournament results with players rank, gamertag and country of residence. (vi) obtain the consent of each player regarding the use of their data within the framework of the Championship. Communication to be made by all possible means between Tournament Group and Tournament Organizer of a Community Tournament. Community Tournaments must comply with the rules of the championship with the exception of Eligibility Criteria (b) of article 4.2.1. Community Tournaments are open to any players that are legal residents of one of the countries specified in the Territory section of the TWT Rules available at the following address : <https://www.bandainamcoent.com/legal/community-events/official-rules-twt2022>. Players that are not legal residents of one of the countries or the country specified in the Region will however not be granted with Points. If a player that is not legal resident of one of the countries or the country specified in the Region ranks himself in a position where he could win Points during a Community Tournament, the Points which should have been assigned will no longer be assigned. The Tournament Group is not involved in or responsible for Community Tournament and organizers of Community Tournament shall be solely responsible for organizing, operating, and reporting results from, each Community

Tournament. Community Tournaments are not sponsored by, endorsed by, administered by, or associated with the Tournament Group. By entering a Community Tournament, each Player hereby releases and agrees to hold the Tournament Group harmless from any liability arising out of such Player's participation in the applicable Community Tournament. Any questions, comments, or complaints regarding a Community Tournament should be directed to the appropriate organizer of the applicable Community Tournament and not to the Tournament Group. BNG reserve the right in their sole discretion to disqualify points earned by Players in any Community Tournament if BNG or the Tournament Organizer suspects a Community Tournament of incorrectly calculating points, engaging in or allowing outcome fixing, or other facts and circumstances that cause BNG or the Tournament Organizer to question the integrity of the results of such Community Tournament. Varying amounts of points will be available for Players to earn at Community Tournament, based on the number of entrants. Players to be able to obtain their Points from Community Tournaments formally agree to create a Start.gg account that publicly display their location.

#### **4.2.3.3 Last Chance Qualifier (LCQ).**

The "Last Chance Qualifier" will be held during the TEKKEN GERMANY CHAMPIONSHIP Finale, and will offer all registered players that did not qualify to the top 7 a chance to fill-in the 8<sup>th</sup> vacant spot of the top 8. Every unqualified player can participate in the LCQ.

The LCQ will be held in double-elimination configuration with a winner and a loser bracket, and will not be restricted in terms of available places.

The winner of the LCQ will be the 8<sup>th</sup> player to qualify to the top 8, and to thus will enlist for the finale that will be held on the same day.

#### **4.2.3.4 Points System.**

Points will be available at Major Event and Community Tournament as set forth in the chart below. Total Points earned during the Championship will help determine 7 Players qualified to compete in the TEKKEN GERMANY CHAMPIONSHIP finals. If two (2) or more Players in Rankings have the same number of Points, the tiebreaker will be resolved in favor of a single Player by applying the following tiebreaking mechanisms, in order of application: (i) top one (1) placing at Major Event; (ii) highest Point total from an individual Community Tournament (iii) highest total points earned from all participated Community Tournaments; or (iv) a custom tie-breaker solution as determined by BNG.

#### **Ranking Points**

Placement	Major Event	Community Tournament +96	Community Tournament +64	Community Tournament +48	Community Tournament +32	Community Tournament +16
1st	300	150	100	70	45	25
2nd	220	100	70	45	25	10
3rd	150	70	45	25	10	5
4th	120	45	25	10	5	1
5th	100	25	10	5	1	
7th	75	10	5	1		

9th	25	5	1			
13th	10	1				
17th	5					
25th	1					

#### **4.2.3.5 Rankings.**

Players will be ranked on their best one (1) performance from Major Events and top four (4) performances from Community Tournament. A Player is allowed to enter any number of Major Events and Community Tournament. The TOP 8 ranked player will qualify for the TEKKEN GERMANY CHAMPIONSHIP finals.

#### **4.2.4 TEKKEN GERMANY CHAMPIONSHIP: FINALS**

The TEKKEN GERMANY CHAMPIONSHIP is the final Tournament Event. Eight (8) Players on the following list will compete:

- The Top 7 players of the Leaderboard
- The Top 1 players of the Last Change Qualifiers.

The winner of the TEKKEN GERMANY CHAMPIONSHIP: FINALS will be the 2022 champion.

#### **4.2.5 Tournament Format**

##### **4.2.5.1 Major Event**

Major Event will be played as a double elimination (a "Double Elimination") bracket competition, in which Players compete in Matches (the "Match Sets") starting from what is known as the winner's side of the bracket (the "Winner's Bracket"). If a Player loses a Match Set while in the Winner's Bracket, that Player will be moved to the loser's side of the bracket (the "Loser's Bracket"). If a Player loses a Match Set while in the Loser's Bracket, that Player is eliminated and will no longer advance further in the bracket for that Tournament Event. The winner of the Winner's Bracket will play against the winner of the Losers Bracket in the Grand Finals of the Tournament Event, as set forth below.

All Match Sets will be best-of-three, in which the Player who wins two (2) Matches first wins the Match Set, with the exception that the Winner's Bracket finals, Losers Bracket finals, and Grand Finals of each Tournament Event bracket will be best-of-five, in which the Player who wins three (3) Matches first wins the Match Set.

The winner of any single Match is determined when the Game awards the win to that Player or upon the opponent causing a match disruption or other violation of the Rules as determined by the Tournament Organizer staff member.

During a Match Set, the winner of any single Match must comply with the following winner lock rules; (i)At the start of a Match Set, each Player selects their character and the stage is selected at random; (ii) After any single Match, the winner is "locked" into their character and they are not permitted to switch their character until or unless they lose a subsequent single Match; (iii)All single Matches are loser's choice; (iv)The loser of any single Match may choose between rematching with the Player's



previous characters or returning to character select to choose a new character and a new randomly selected stage.

#### **4.2.5.2 Community Tournament**

Community Tournament will be played as a double elimination (a "Double Elimination") bracket competition, in which Players compete in Matches (the "Match Sets") starting from what is known as the winner's side of the bracket (the "Winner's Bracket"). If a Player loses a Match Set while in the Winner's Bracket, that Player will be moved to the loser's side of the bracket (the "Loser's Bracket"). If a Player loses a Match Set while in the Loser's Bracket, that Player is eliminated and will no longer advance further in the bracket for that Tournament Event. The winner of the Winner's Bracket will play against the winner of the Losers Bracket in the Grand Finals of the Tournament Event, as set forth below.

All Match Sets will be best-of-three, in which the Player who wins two (2) Matches first wins the Match Set, with the exception that the Winner's Bracket finals, Losers Bracket finals, and Grand Finals of each Tournament Event bracket will be best-of-five, in which the Player who wins three (3) Matches first wins the Match Set.

The winner of any single Match is determined when the Game awards the win to that Player or upon the opponent causing a match disruption or other violation of the Rules as determined by the Tournament Organizer staff member.

During a Match Set, the winner of any single Match must comply with the following winner lock rules; (i) At the start of a Match Set, each Player selects their character and the stage is selected at random; (ii) After any single Match, the winner is "locked" into their character and they are not permitted to switch their character until or unless they lose a subsequent single Match; (iii) All single Matches are loser's choice; (iv) The loser of any single Match may choose between rematching with the Player's previous characters or returning to character select to choose a new character and a new randomly selected stage.

#### **4.2.5.3 Last Chance Qualifier**

Last Chance Qualifier will be played as a double elimination (a "Double Elimination") bracket competition, in which Players compete in Matches (the "Match Sets") starting from what is known as the winner's side of the bracket (the "Winner's Bracket"). If a Player loses a Match Set while in the Winner's Bracket, that Player will be moved to the loser's side of the bracket (the "Loser's Bracket"). If a Player loses a Match Set while in the Loser's Bracket, that Player is eliminated and will no longer advance further in the bracket for that Tournament Event. The winner of the Winner's Bracket will play against the winner of the Losers Bracket in the Grand Finals of the Tournament Event, as set forth below.

All Match Sets will be best-of-three, in which the Player who wins two (2) Matches first wins the Match Set, with the exception that the Winner's Bracket finals, Losers Bracket finals, and Grand Finals of each Tournament Event bracket will be best-of-five, in which the Player who wins three (3) Matches first wins the Match Set.

The winner of any single Match is determined when the Game awards the win to that Player or upon the opponent causing a match disruption or other violation of the Rules as determined by the Tournament Organizer staff member.

During a Match Set, the winner of any single Match must comply with the following winner lock rules; (i) At the start of a Match Set, each Player selects their character and the stage is selected at random; (ii) After any single Match, the winner is "locked" into their character and they are not permitted to switch their character until or unless they lose a subsequent single Match; (iii) All single Matches are loser's choice; (iv) The loser of any single Match may choose between rematching with the Player's previous characters or returning to character select to choose a new character and a new randomly selected stage.

#### **4.2.5.4 TEKKEN GERMANY CHAMPIONSHIP Finals**

TEKKEN GERMANY CHAMPIONSHIP finals format will be announced at a later date.

#### **4.2.6 Disqualifications & Unavailability**

If a Player is disqualified or is no longer available for the Championship, we apply the following rules:

If one of the Players for the final phase is disqualified or unavailable, he or she will be replaced by the person who finished at the lower rank.

#### **4.2.7 CHAMPIONSHIP SCHEDULE**

The Championship schedule will start in July and will end late 2022 according to the following schedule:

<b>Major Events</b>	<b>Date</b>
<b>Hessen Crash XIX 2022</b>	<b>14<sup>th</sup>-16<sup>th</sup> October</b>
<b>The crossover</b>	<b>29<sup>th</sup> – 30<sup>th</sup> October</b>

<b>Community Tournament beginning date</b>	<b>Community Tournament end date</b>
<b>19-August-22</b>	<b>15-Nov-22</b>

<b>Final event</b>	<b>Date</b>
<b>Last Chance Qualifier</b>	<b>2<sup>nd</sup> of December</b>
<b>TEKKEN GERMANY CHAMPIONSHIP finals</b>	<b>3<sup>rd</sup> of December</b>

### **Article 5 Prizes.**

#### **5.1 Major Event Prizes**

BNG will award One Thousand two hundred and Fifty euros (1,000€) in prizes for each Major Events. Prizes will be awarded as set forth in the below chart. Prize payments will be made in Euro, in accordance with industry standard payout methods, and the Prize Restrictions set forth in Section 5.4.

Event	Prize
Major Event	1,000 €
Payout Structure	
Placement	Prize (%)
1st	50%
2nd	20%
3rd	13%
4th	7%
5th (tie)	3%
7th (tie)	2%

## 5.2 TEKKEN GERMANY CHAMPIONSHIP finals Prizes

BNEG

will award Five Thousand euros (5,000€) in prizes for Prizes will be awarded as set forth in the below chart. Prize payments will be made in Euro, in accordance with industry standard payout methods, and the Prize Restrictions set forth in Section 5.3.

Event	Prize
TEKKEN GERMANY CHAMPIONSHIP FINALS	5,000 €
Payout Structure	
Placement	Prize (%)
1st	50%
2nd	20%
3rd	13%
4th	7%
5th (tie)	3%
7th (tie)	2%

## 5.3 Prizes Restriction

In order to receive a Prize identified in the above-referenced notification, each Prize Winner must: (i) execute, scan and email to the Tournament Organizer, a written affidavit or declaration of eligibility, confirming such Prize Winner's fulfillment of the Eligibility Criteria and compliance with the Rules (the "Affidavit"), within twenty-four (24) hours of sending such Prize Winner such Affidavit; (ii) execute, scan and email to the Tournament Organizer a written release, releasing the Tournament Group from

any liability in connection with this Championship, the acceptance, possession, enjoyment, use or misuse of a Prize, or the public disclosure of such Prize Winner's identity in connection therewith (the "General Release") within twenty-four (24) hours of sending such Prize Winner such General Release; (iii) in the case of hotel or travel accommodations, complete and return a travel release form, releasing the Tournament Group from any liability, or any harm or injury caused or incurred in connection therewith (the "Travel Release"); and (iv) all tax documentation required by the law of such Prize Winner's jurisdiction ("Tax Documentation").

A Prize Winner's Prize may be forfeited if: (i) Prize Winner fails to respond to the Tournament Organizer within twenty-four (24) hours of the attempted notification described, above; (ii) Prize Winner fails to provide proof of fulfillment of the Eligibility Criteria (if requested) in a timely manner; (iii) Prize Winner fails to provide a completed Affidavit General Release, Travel Release, or Tax Documentation as described above; (iv) Prize Winner violates or otherwise fails to comply with the Rules; or (v) Prize Winner expressly declines a Prize. In the event a Prize Winner's Prize is forfeited, the Tournament Group shall have no further obligation to that Prize Winner, and, at Tournament Group's sole discretion, such Prize may be awarded to another Player, within the Tournament Group's discretion (time-permitting).

Proof of entry submission does not constitute proof of receipt. Decisions of the Tournament Group will be final and binding on all matters pertaining to this Championship. This Championship is subject to all applicable federal, state, and local laws, of all applicable jurisdictions. The Tournament Group reserves the right to correct any typographical, printing, computer programming or operator errors. Should a Prize Winner make any false statement(s) in any document referenced above, such Prize Winner will be required to promptly return to the Tournament Group their Prize. The Tournament Group reserves the right at its sole discretion to disqualify any Player who tampers or attempts to tamper with the registration process, the operation of the Championship, Championship Website, or violates the Rules or any other applicable terms or conditions, including the EULA. In the event of a dispute as to the identity of the individual who registered, the authorized account holder (i.e., the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the email address in a disputed registration) of the email account referenced in such submission will be deemed to be the individual who registered. Prizes will be delivered only to Prize Winners that fulfill all applicable conditions set forth in this Section. Prizes must be accepted as awarded and may not be substituted, transferred, or redeemed for cash or otherwise. Notwithstanding the foregoing, the Tournament Group reserves the right to substitute Prizes for a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a Prize, or any component of any Prize, cannot be awarded for any reason. The Tournament Group will not replace any lost or stolen Prizes.

Except as expressly provided herein, all taxes, costs, and expenses incurred in connection with the Championship or Prizes shall be paid and borne solely by Prize Winner, as applicable, including without limitation all applicable taxes, costs of transportation to and from the airport of origin, alcoholic beverages, gratuities, insurance, laundry service, merchandise, room service, service charges, activities, souvenirs, and phone and internet charges. Air transportation is subject to all terms, conditions, policies, Rules applicable to other commercial airline passengers on flights within the Territory. Hotel accommodations are subject to all terms, conditions and policies applicable to all other guests at the hotel selected by the Tournament Group. Any violation by a Prize Winner of the foregoing terms, conditions, policies, Rules constitutes a violation by such Prize Winner of these Rules. BNG may award prizes in addition to the Prizes set forth in Section 5.3 in their sole discretion (the

“Additional Prizes”) in accordance with rules established by the applicable Tournament Group. Each Player acknowledges and agrees that the Additional Prizes are awarded solely by BNG and hereby release and hold the Tournament Group harmless from all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, directly or indirectly, in connection with Player’s receipt, use or misuse of any Additional Prize.

## **Article 6 Cheating and code of conduct**

Players agree to respect the rules of conduct as defined below:

The organizers encourage all Players to adopt a fair-play attitude and to behave in an honest and respectful manner towards other Players. By participating in the competition, you must comply with the applicable laws and regulations of the country in which you reside but also respect additional rules of conduct that govern your participation in the Competition. The purpose of these rules of conduct is to establish a non-exhaustive list of prohibited behavior as well as dishonest practices, which may provide an unfair, unnatural and unpredictable advantage. The Tournament Group reserve the right to modify these rules of conduct at any time and to take any appropriate disciplinary action in the event of non-compliance with the code of conduct, whether or not the behavior is listed below. The following behaviors may result in a sanction:

- Refuse to follow the instructions of the Tournament Administrator;
- Arriving late when called to a Tournament events;
- Choosing a username or disseminating content indicating a false affiliation to the Tournament Organizer that is vulgar, obscene, offensive, illegal or infringing on the rights of a third party;
- Harass, stalk, threaten, intimidate or engage in any harmful behavior towards other Players or the Tournament Administrator;
- Communicate any content that could be considered offensive, including illegal, offensive, insulting, abusive, threatening, vulgar, obscene, sexual, racist, defamatory, whether based on race, political or religious opinions, sexual orientation and more generally any content that is unethical, unsportsmanlike, or reprehensible by law or applicable regulations;
- Publish commercial advertising or promotional content or content that damages the reputation or image of the Tournament Organizer ;
- Create several "PlayerTag" accounts;
- Register for the Championship via a third person account to play one or more Matches on behalf of the account owner;
- Create a false identity or impersonate a third person;
- Publish other Players' personal information (such as their first name, last name, address, phone number, etc.) on a publicly accessible space, whether on social networks, on a website or any other medium, or on Discord;
- Using or knowingly exploiting a bug in the Game to gain an unfair advantage, whether or not it is defined in the Rules;
- Fraudulently accessing or remaining in all or part of the automated data processing systems;
- Using third party cheating software that modifies the Game's functionalities, rules, data or graphics rendering;
- Falsify or interfere with the proper functioning of any automated data processing system, whether it be the Game or the services;
- Transmit or facilitate the transmission of computer viruses, corrupted data or any other method designed to hinder the operation of an automated data system;

- Not notifying the Tournament Organizer of the existence of a bug or loophole that could give an unfair advantage during a Match;
- Publish any content that contains, links to, uses, or otherwise transmits or enables the transmission of any malware, viruses, worms, Trojan horses, adware, spyware or other harmful code or programs for any purpose, including search hijacking or browser URL hijacking to drive traffic to any website, uses a “BotNet” or other automated or manual means of generating fraudulent traffic, clicks, impressions, or other actions on any website ;
- Publish any content that promotes, facilitates, or enables the illegal downloading of videos, music, or other copyrighted material (e.g., P2P/BitTorrent/MP3 tracking and indexing apps, “linking” or “leeching” apps, ROMs, “warez”, emulators, hacks, “phreaks”, “cracks”, or ripping software for illegally circumventing DRM or other copy protection devices.
- Failing to exert their best efforts to win a Match;
- Intentionally disconnecting or quitting during play, except as otherwise requested by the Tournament Organizer;
- Betting or setting up an illegal betting system on the competition;
- Manipulating the ranking of the Championship.
- Violating the Game’s EULA.

The Tournament Organizer reserves the right to take any appropriate disciplinary action in the event of non-compliance with the rules of conduct, whether it concerns behavior listed above or behavior that disrupts or is likely to disrupt the proper conduct of the Game.

You may report any behavior or harmful content to the Tournament Administrator by contacting the Tournament Administrator at the following address: [esports@bandainamco.eu](mailto:esports@bandainamco.eu)

In case of violation of these terms and conditions or of the Rules of the competition in which you are participating, The Tournament Organizer reserves the right to impose sanctions according to the seriousness of the breach. The following is a non-exhaustive list of the sanctions that may be imposed by the Tournament Organizer. These sanctions depend on the good faith of the Player and the seriousness of the infraction:

- Warning
- Loss of a round
- Loss of a match
- Disqualification
- forfeiture of potential Prizes

Depending on the degree, seriousness and possible repetition of the established violation, the Tournament Group may decide to apply additional sanctions such as banning the Player from this competition and this Championship, and from future Championships or competitions.

Notwithstanding the foregoing, the Tournament Organizer reserves the right to prosecute any Player, depending on the nature and seriousness of the damages.

Disqualification for legitimate reasons, as stated above, will result in the full and complete cancellation of the Player's performance in the Championship. In case of disqualification, the rankings are updated by taking into account that the disqualified Player has lost all of his/her Matches. The Tournament Organizer may, at its sole discretion, ask Players to replay Matches to break any ties caused by the disqualification.

## Article 7. Limitation of Liability

The participation in the competition implies knowledge and acceptance of the characteristics and limits of the Internet, especially regarding technical performance, response times for consulting, querying or transferring information, risks of interruption and more generally inherent risks of any connection and transmission on the Internet, the lack of protection of certain data against possible misappropriation and the risks of contamination by possible viruses circulating on the network.

Accordingly, the Tournament Group shall in no circumstances be held liable, without this list being restrictive:

- For the content of services available on the Championship website;
- For the partial or permanent interruption of the services available on the Championship Website;
- For the transmission and/or reception of any data and/or information on the Internet;
- For any malfunctioning of the Internet network preventing the smooth running/functioning of the Competition;
- For the failure of any reception equipment or communication lines;
- For the loss of any paper or electronic mail and, more generally, for the loss of any data;
- For the malfunctioning of any software and/or video games;
- For the consequences of any virus, computer bug, anomaly or technical failure;
- For any damage caused to the computer, console platforms, mobile device of a Player;
- For any technical, hardware or software failure of any nature that has prevented or limited the opportunity to participate in the Competition or has corrupted the system of a Player.
- For any claims based on personal or privacy rights, intellectual property rights, defamation or prize delivery
- For the acceptance, possession, use or misuse of any prize or supplied equipment.

It is the responsibility of each user to take all the necessary precautions to protect their data from potential attacks on their computer system.

It is clear that neither the Tournament Group shall not be liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension, modification or termination of the competition, and this for any reason whatsoever. It belongs to the Player to take all appropriate measures to protect against any attack of its own data and/or software stored on its computing equipment. The participation of the Player at the competition is done at its own risk.

The liability of the Tournament Group shall not incur, in general, in case of force majeure or unforeseeable circumstances beyond its control.

Players recognize that they are fully responsible for their own behavior throughout the competition and the Tournament Group shall not be liable for any direct or indirect damage resulting from any misconduct by a Player. Players are warned of the risks inherent to the intensive practice of video games and, as such, the Tournament Group decline all responsibility in the event of direct or indirect observed damage resulting from such practice.

## Article 8. Personal Data

All personal information Players provide when entering a **Tournament Event** on the website: <https://start.gg/> are collected, used, and managed by Smash gg only for the purposes of administering the Tournament. Any information submitted or collected by Smash gg may be subject to Smash gg

applicable privacy policy <https://www.start.gg/about/privacy> and BNG, the Tournament Group and the Tournament Organizer are not responsible for examining or evaluating and expressly disclaims all representations and warranties regarding the accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect of such policies, or the privacy practices of Smash gg.

By registering for and/or participating in the Championship, each Player consents and agrees to the collection, transfer, storage, and processing of the Player's 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 country of residence.

The applicable privacy policy posted on a Tournament event smash.gg page will apply to information submitted or collected by Smash gg in connection with a Tournament Event.

Please note that by accepting these Rules, Player acknowledges and agrees that Player is also accepting the terms such privacy policy.

Smash gg may transmit certain personal data of Players in order to publish on our website the results of each Tournament Event.

#### **Article 9. Player Appearance release**

By participating in the Championship, each Player hereby irrevocably grants BNG and each of its licensees, successors and assigns, permission to stream, film, photograph and record the Player's performance in the Championship itself or Championship-related activities, including the Player's name, User Name, 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 (except for Players who are known to be residents of Germany, which will expire within 5 years from date of participation), for any purpose, including but not limited to, advertising, marketing and promoting the Championship, the Tournament Group and the Championship Website.

As between each Player on the one hand, and the Tournament Group, on the other hand, the Appearance shall be deemed a work-made-for-hire for the Tournament Group prepared as a work specifically ordered and/or commissioned by the Tournament Group, and therefore, the Tournament Group 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 the Tournament Group, then by way of assignment and transfer of present and future copyright and otherwise, each Player hereby irrevocably grants, transfers, sells and assigns to the Tournament Group, 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 the Tournament Group's ownership of such rights.

The Tournament Group 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 Group or the other League 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, (right of integrity ,right of withdrawal,

and/or right of publication, he or she may have in the appearance, and agrees that he or she will make no claim of any kind against the Tournament Group or the other League Entities as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Tournament Group 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 Group 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” 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.

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

#### **Article 10. Connection and participation fees to the competition**

In consideration of the services currently available on the market that allow a completely free Internet connection (this gratuitousness including that of the telecommunication expenses for a sufficient duration of the participation in the competition), the Tournament Organizer notices that no disbursement is needed to participate to the competition.

#### **Article 11. Intellectual Property**

- Any adaptation, distribution, provided to the public at its request or not, rebroadcasting in any form whatsoever, networking, public communication of all or part of the works, services, brands and all elements protected or likely to be protected by intellectual property law contained on the Website;
- Any extraction or re-use, including for private purposes, of a substantial part of the content of the databases put together by the Websites;
- Any repeated and systematic extraction or reuse, including for private purposes, of even a non-substantial part of the databases put together by the Website;
- Any link, access, modification, addition, deletion concerning the automated processing system of the online edition and modifying the conditions of publication or the editorial policy.

Any Player who does not comply with the present terms and conditions of this article 8 is liable to civil or criminal prosecution, in particular for infringements of trademark law, copyright, neighboring rights, the rights of database producers as well as automated data processing systems.

#### **Article 12. Applicable Law**

These regulations are subject to the Spanish law. In case of a dispute, the Spanish courts shall have exclusive jurisdiction.

If one or more provisions hereof are declared invalid or declared as such in application of a law or regulation or following a court decision that has become final, the other provisions will remain in force and will continue to be applied.

By registering or otherwise participating in this Competition, each Player hereby expressly waives any right to seek attorneys' fees in connection with any dispute, claim, or cause of action linked to the competition and hereby waives all rights to seek, indirect, punitive, incidental and consequential damages, and any other damages.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. Tournament Organizer's failure to enforce any term of these Rules shall not constitute a waiver of such provision.

### **Article 13. Evidence convention**

It is agreed that, except in the case of manifest error, the Tournament Organizer may – in particular for evidence of any act, fact or omission – rely upon programs, data, files, records, operations and other elements (such as monitoring reports or other states) in computer or electronic nature, format or media, established, received or retained directly or indirectly by the Tournament Organizer, in particular in its information systems.

The Player undertakes not to contest the admissibility, validity or probative force of the elements in computer or electronic nature, format or media aforesaid, on the basis of any statutory provision whatsoever and which would specify that certain documents must be written or signed by the parties in order to constitute evidence.

Thus, the considered elements constitute evidences and, if they are produced as evidence by the Tournament Organizer in any litigation or otherwise, they will be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force than any document which would be created, received or retained in writing.