

# **PUBG Curse Trials Official Tournament Rules**

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## **1. INTRODUCTION**

The PUBG Curse Trials competition (the “**Tournament**”) is brought to you by Curse, LLC (“**Curse**”) and Bluehole Inc. (“**Bluehole**”). The Tournament is a competitive esports gaming tournament featuring PlayerUnknown’s Battlegrounds (the “**Title Game**”) developed and published by Bluehole. As set forth more fully in Section 3, entitled “Tournament Format”, the Tournament consists of five open trials, followed by a qualifier round, followed by a final round. Players will compete in teams of two. The top ten teams of each trial will be eligible to move on to the qualifier round, and the top forty teams from the qualifier round will move on to the finals.

These Official Tournament Rules (“**Official Rules**”) govern the Tournament. These Official Rules are in addition to the rules that govern how the Title Game is played (the “**Game Play Rules**”). The Game Play Rules are set forth in Section 8, entitled “Game Play Rules”.

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

These Official Rules are subject to change, as determined by the Tournament Organizers in their sole discretion. The most recent version of these Official Rules will be posted on [www.cursetrials.com](http://www.cursetrials.com) (the “**Tournament Website**”), and the Tournament Organizers may also use other means to communicate with those Players who have registered for the Tournament using the contact information associated with their account or provided during registration. If a change would affect a Player’s place or standing in the Tournament if they were applied retroactively, that change will be applied only prospectively unless the Tournament Organizers determine in their sole discretion that such changes must be applied retroactively for legal or other reasons. These Official Rules may be translated into other languages. In the event of any conflict or inconsistency between any translated version of these Official Rules and the English version of these Official Rules, the English version shall prevail, govern and control. Entry into the Tournament does not constitute entry into any other tournament, competition, contest or sweepstakes.

## **2. CERTAIN DEFINITIONS**

**Europe** – Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia,

Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (except individuals located in Crimea), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine (except individuals located in Crimea), United Kingdom of Great Britain and Northern Ireland.

**Game** – a single Title Game competition between two Teams.

**Match** – Tournament play between two Teams that may involve multiple Games, as described in Section 3, entitled “Tournament Format”.

**North America** – Canada, United States (including Puerto Rico, and the US Virgin Islands) and Mexico, the Bahamas, Costa Rica, Dominica, Jamaica.

**Round Robin** – means a phase of the Tournament where each Team plays against every other Team.

**Team** – a group of Players who compete in the Tournament together as a unit. A description of Team requirements is provided in Section 4, entitled “General Eligibility and Player Equipment Requirements”.

**Eligibility Area** – Europe and North America

**Tournament Entities** – Curse, Bluehole, the Tournament Organizers, any official sponsors of the Tournament, and each of their respective parent, subsidiary and affiliated entities, vendors, agents, and representatives, and the officers, directors and employees of all of the foregoing.

**Tournament Organizers** – Curse, Bluehole, any entity involved in supplying or fulfilling prizes, and any other entity involved in implementing, producing or managing the Tournament, in whole or in part.

**Winner or Winning Team** – any Team that is officially declared a Winner as set forth in Section 10, entitled “General Prize Restrictions”.

### **3. TOURNAMENT FORMAT**

#### **3.1. Schedule**

The schedule that corresponds to each Tournament phase is outlined throughout this Section (such period referred to herein as the “**Tournament Period**”).

##### **3.1.1. Qualifiers**

- Qualifier A (October 13, 2017), start time available on [www.cursetrials.com](http://www.cursetrials.com)
- Qualifier B (October 13, 2017), start time available on [www.cursetrials.com](http://www.cursetrials.com)
- Qualifier C (October 13, 2017), start time available on [www.cursetrials.com](http://www.cursetrials.com)
- Qualifier D (October 14, 2017), start time available on [www.cursetrials.com](http://www.cursetrials.com)
- Qualifier E (October 14, 2017), start time available on [www.cursetrials.com](http://www.cursetrials.com)
- Qualifier F (October 14, 2017), start time available on [www.cursetrials.com](http://www.cursetrials.com)

### 3.1.2. Finals

- Finals (October 15, 2017), start time available on [www.cursetrials.com](http://www.cursetrials.com)

### 3.2. Qualifiers

Teams will first be entered into the “**Qualifier**” for which they are registered. Each Qualifier is comprised of three Games. The six teams with the next highest point totals from each Qualifier after three Games will move on to the Final round. Thirty-two teams will participate in each Qualifier.

### 3.3. Finals

Eligible teams will be entered into the “**Final**” round. The Final round consists of five total Games, and the Finals point totals will be used to determine Tournament winners and prize distribution. Thirty-six teams will participate in the Final round.

### 3.4. Point System

Points are earned by a team based on the team’s placement in each Match. Points do not carry over from stage to stage (i.e., from Qualifiers to Finals), but do aggregate over Games in the same stage. The point distribution by placement per Game is as follows:

1st:	100 pts
2nd:	90 pts
3rd-4th:	80 pts
5th - 6th:	70 pts
7th - 8th:	60 pts
9th - 10th:	50 pts
11th - 15th:	40 pts
16th - 20th:	30 pts
21st - 25th:	20 pts
26th - 30th:	15 pts
31st - 35th:	10 pts
36th - 40th:	5 pts
41st - 50th:	0 pts

In addition, two points are awarded per player kill that a team achieves. Killing your teammate will not award points.

### 3.5. Tiebreakers

In the event of a tie in point count that affects one or more Teams’ advancement or placement, the higher seeded team is decided by total kill count (larger number of kills wins). In the event that total kill-count is the same, administrators will administer an appropriate tie-breaker at their sole discretion (which may include a Game involving the Teams in question, a coin flip, or any

other tie-breaking mechanism).

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

The Qualifiers are open to all legal residents of Europe and North America who have reached the age of majority in their country of residence on the Tournament start date (October 13, 2017). The other stages of the Tournament are open to Teams who qualify under the terms of the Official Rules. 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. Section 10, entitled "General Prize Restrictions", provides more information.

Players will be required to sign up as a member of the Tournament Website and, depending on the registration functionality, either share the gamertag or other name they use in the Title Game or otherwise choose a username (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 7.

The Tournament is void outside of the Eligibility Area and where prohibited by law.

Officers, directors and employees of the Tournament Organizers, and each of their immediate family members (spouses and siblings, parents and children and their spouses), and governmental officials of any country in the Eligibility Area are not eligible to participate in the Tournament without express written permission from Curse.

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

Each Player is responsible for obtaining any visas or other travel documentation needed to participate in the Tournament and the costs thereof shall be borne by the Player or his or her Team.

The Tournament is comprised entirely of Teams. Players must combine to form a Team consisting of exactly two individual Players.

If multiple countries or geographic regions are included in the Eligibility Area, each Team must be comprised of Players from the same region within the Eligibility Area.

Players may participate on only one (1) Team at a time throughout the Tournament.

Each Player on a Team must satisfy all eligibility requirements set forth herein for Players, and each such Team Player must register with the Tournament Website in order to be considered a member of the applicable Team. During the registration process, one Team member will

create/register a Team name and Players will be able to join the Team by searching the Team name or by invite. In the event a Team progresses to further rounds of the Tournament, the Tournament Organizers will attempt to notify the Team through its Team Captain (as defined in Section 8.3.1).

Each member of the Team, including the Team Captain, shall be deemed to have jointly and severally made and entered into all of the representations, warranties and agreements contained herein and shall be jointly and severally obligated and bound thereby. Except as otherwise expressly set forth herein, all of the Tournament Organizers' rights pursuant to these Official Rules relate to and are exercisable against the Team as a whole and each individual member of the Team. If any right of disqualification arises as to any individual member of the Team, then the right of disqualification may be exercised either as to such individual member of the Team, or to the Team as a whole, as the Tournament Organizers may elect in their sole discretion. If the Tournament Organizers elect to disqualify fewer than all members of a Team, then the remaining Players shall continue to be bound by these Official Rules, and if permitted in the sole discretion of the Tournament Organizers, the Team may replace the disqualified Player(s) (even if the disqualified Player was the Team Captain) with a new eligible Player and continue to compete under the same name if each disqualified Player promptly signs any writing deemed necessary by Tournament Organizers to permit his or her former Team member(s) to continue to participate in the Tournament using the Team's name, or under a new name if permitted in the sole discretion of the Tournament Organizers. Any Team member who elects to end his or her participation in the Tournament, and/or is disqualified from the Tournament, will not be permitted to "re-register" to participate in the Tournament in any capacity.

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

No owner of a Team, or manager of a Team, or if a Team is owned by a corporate entity, no parent, subsidiary or affiliate of such corporate entity, may directly (e.g., ownership) or indirectly (e.g., a contractual arrangement) own or control more than one Team within the Eligibility Area in the Tournament.

Teams that Curse, in its sole discretion, determines are directly or indirectly owned or controlled by a person or entity that operates sports (including esports) gambling, wagering, bookmaking, or betting sites or platforms are not eligible to participate in the Tournament.

Please note that Curse may require a Player or a Team to execute and deliver "Winner Forms" (as defined in Section 10) at any time during the Tournament, including as a condition of participating in a particular Match or phase of the Tournament.

## **5. HOW TO APPLY TO PLAY IN THE TOURNAMENT**

To apply to play in the Tournament, visit [www.cursetrials.com](http://www.cursetrials.com) and follow the instructions about how to register as a Player or a Team. 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 Curse and used by Curse in accordance with the Privacy Policy and Terms of Service (the “**Curse Policies**”) posted on [www.twitch.tv](http://www.twitch.tv) (the “**Twitch Website**”), which are incorporated herein by this reference. By participating in the Tournament, you agree and acknowledge that you have read, understood and agree to be bound by the Curse Policies. If your application is accepted by Curse, you will be registered for the Tournament. Curse may choose, in its sole discretion, to extend invitations or provide for other methods of application submission for Teams who are otherwise eligible for the Tournament.

Please review the Curse Policies carefully before participating in the Tournament. In the event of a conflict or inconsistency between the terms of these Official Rules and the terms of the Curse Policies, the terms of these Official Rules shall prevail, govern and control. Notwithstanding anything to the contrary in the Curse Policies, Curse may share Player information with the Tournament Entities, 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, Curse 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 Curse and the other Tournament Entities and use your information for their own independent purposes in accordance with their own independent privacy practices. Curse is not responsible for the storage or any use of your entry information by such third parties or the Tournament Entities.

## **6. PLAYER APPEARANCE RELEASE**

By participating in the Tournament, each Player hereby irrevocably grants the Tournament Entities and each of their respective licensees, successors and assigns, permission to stream, film, photograph and record the Player’s performance in the Tournament itself and in other Tournament-related activities, including the Player’s name, User Name, Team 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 (except for Players who are known to be residents of France, which will expire within 5 years from date of participation), for any purpose, including but not limited to, to advertise, market and promote the Tournament, the Twitch Website, the Tournament Website, the Title Game, the Tournament Entities and future tournaments.

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

The Tournament Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose which the Tournament Entities deem necessary or desirable. To the fullest extent allowable under any applicable law, each Player hereby irrevocably waives any and all so-called moral rights or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under applicable laws of any country in the world including, without limitation, the so called right of paternity (droit a la paternite) right of integrity (droit au respect de l'oeuvre) right of withdrawal (droit de retrait or droit de repentir) and/or right of publication (droit divulgation) he or she may have in the Appearance, and agrees that he or she will make no claim of any kind against the Tournament Entities as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Tournament Entities from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights. Each Player expressly acknowledges that the Tournament Entities and other Players will contribute to the Appearance and other works that will embody all or part of the Appearance. Accordingly, if under any applicable law, the above waiver or assignment by a Player of "moral rights" or "droit moral" is not effective, then each such Player agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

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

## **7. CODE OF CONDUCT**

All Players are expected to exhibit good sportsmanship and maintain respect for one another and for all Tournament Organizers and spectators. Players must follow all instructions of the Tournament Organizers. Players are expected to play at their best at all times within the Tournament and to avoid any behavior inconsistent with the principles of good sportsmanship, honesty, or fair play. Any Player behaving inappropriately, or not competing in compliance with these Official Rules (including the Game Play Rules), as determined by the Tournament Organizers in their sole discretion, may be immediately disqualified from the Tournament and forfeit all potential prizes. Further, the Tournament Organizers reserve the right, in their sole discretion, to ban disqualified Players from any future tournament or event organized by Tournament Organizers, if deemed necessary. Behavior that is considered to be inappropriate and in violation of the Code of Conduct includes, but is not limited to, the following:

- Interfering with the operation of the Tournament or the Twitch Website, or the Tournament Website;
- Acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Tournament, or to annoy, abuse, threaten or harass any other person;
- Engaging in collusion (e.g., any agreement between two [2] or more Teams or Players on different Teams to pre-determine the outcome of a Game or Match);

- Cheating of any sort through any means;
- Intentionally delaying or slowing gameplay or tampering with gameplay in any other known or unknown manner;
- Offensive, vulgar or obscene User Names, avatars or Team names;
- Sexism, ageism, racism or any other form of prejudice or bigotry;
- Engaging in violence or any activity which is deemed in the judgment of the Tournament Organizers to be immoral, unethical, disgraceful, or contrary to common standards of decency;
- Engaging in any activity that is illegal in the jurisdiction where the affected Player is located;
- Offering any gift or reward to a Player or Tournament Organizer for assistance designed to provide a competitive advantage to the person offering the gift or reward or designed to impose a competitive disadvantage on any opponent;
- Betting or gambling on your own performance, the performance of your Team or the results of the Tournament or any phase of the Tournament;
- Making any modification to the Title Game that has not been disclosed to and authorized by the Tournament Organizers;
- Intentionally using any in-game bugs or so-called “hacks” to seek an advantage;
- Using any language or wearing any clothing or apparel that is obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable, or promotes or incites hatred or discriminatory conduct;
- Using any Tournament facilities, services or equipment provided or made available by the Tournament Entities to post, transmit, disseminate or otherwise make available any communications prohibited by this Code of Conduct;
- Taking any action or performing any gesture directed at an opposing Player or Team, official or spectator, or inciting any other individuals to do the same, which is insulting, mocking, disruptive or unsportsmanlike;
- Touching or otherwise interfering with lights, cameras or other studio equipment;
- Engaging in any other type of behavior or conduct deemed inappropriate by the Tournament Organizers in their sole discretion; or
- Otherwise violating these Official Rules.

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

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

## **8. GAME PLAY RULES**

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



## **8.1. Match Settings**

### **8.1.1. Game Settings**

There are three total unique gameplay settings for this event. The event is team DUOs format only. The event is set to first-person POV only, red zone disabled, AR spawns 2x, ammunition spawns 1.5x, costume drops disabled. All other settings are default.

### **8.1.2. Controllers**

All standard controllers, including mouse and keyboard, are legal. Macro functions (e.g. turbo buttons) are not permitted.

## **8.2. Match Procedures**

### **8.2.1. Match Setup Procedures**

At your designated report time, you and your partner are expected to enter the custom game lobby specified in your initial signup email (for Open Trials) or otherwise communicated to you. When the server has reached capacity or 20 minutes have elapsed the game will begin.

### **8.2.2. Bugs & Glitches**

In the event of a bug or glitch that affects gameplay, the full Match should be played out. If a Team calls for a rematch due to the bug or glitch, they must save the replay and submit it to the Tournament Organizer for review.

## **8.3. Team Rosters**

### **8.3.1. Team Captains**

Each Team must declare one member of their roster to be the “**Team Captain**” who represents the Team for all official decisions and serves as the main point of contact for the Team.

### **8.3.2. Rosters**

Teams may only use Players who are on their roster for a Match. Rosters must contain exactly two Players. An individual may not simultaneously be part of more than one roster at a time.

### **8.3.3. Player or Team Names**

Players or Teams may not change their User Names or in-game names without approval from Tournament Organizers. User Names and in-game names must comply with these Official Rules and Tournament Organizers may request that they be changed at any time. A roster shall not contain duplicates of the same name, names that consist only of symbols or names that are difficult to distinguish from one another.

### **8.3.3. Substitutions**

Notification of substitutions need to be made clear to tournament administrators minimum 24 hours before your designated report time. This can be done via replying to the administrator's contact email from signups.

## **8.4. Match Obligations**

### **8.4.1. Punctuality**

All Teams must have both Players in the online Match lobby by the Match start time. Teams that do not have both ready to play within fifteen (15) minutes of the Match start time are subject to penalties including a possible Match forfeiture.

### **8.4.2. Forfeits**

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

### **8.4.3. Communications**

All tournament information is disseminated via an official email from [info@cursetrials.com](mailto:info@cursetrials.com). Players in the Qualifier and Final will receive passwords to all custom match lobbies ahead of time via email. Players are prohibited from sharing server information with individuals who are not registered to play in the applicable match.

## **8.5. Match Disruptions**

### **8.5.1. Disconnects**

In the event of a player disconnect, the shorthanded Team will continue to play out the Match. In the event of a server crash, the Match will be restarted. In the event of mass player disconnects, tournament administrators may choose to restart a Match.

### **8.5.2. Stoppage of Play**

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

### **8.5.3. Restarts**

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

### **8.5.4. Log Submission**

If a Player or Team makes a complaint that results in a Game or Match restart, they will be expected to provide Tournament Organizers with log files from the Game or Match. These log files will be subject to investigation, and Tournament Organizers will issue penalties if they determine that the restart was requested in error.

### **8.6. Cheating**

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

### **8.7. Sponsorships; Other Content**

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

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

### **8.8. Penalties**

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

- Match Restart
- Loss of Game
- Match Forfeiture

- Temporary Player Bans
- Permanent Player Bans
- Prize Forfeiture

Any penalties imposed on a Player and/or Team may be made available to the public by the Tournament Organizers in their sole discretion.

#### **8.9. Broadcast of Finals or Qualifiers**

Broadcast of the Tournament is not prohibited by Curse, as long as the following two conditions are met:

- Stream delay is five minutes or greater; and
- The text string "MAIN CHANNEL: twitch.tv/curse" is included in the stream title.

#### **9. PRIZES**

The top five teams, as determined by the number of points accumulated during the Finals, are awarded exclusive Curse Trials apparel in the form of a branded t-shirt and a branded hat. Approximate retail value of this prize, per team, is \$100.00 USD. Winners of past Curse Trials who have received a similar prize will not be eligible for this prize, and forfeit any right to receive this prize without other compensation.

The team that finishes first, as determined by the number of points accumulated during the Finals, are awarded two (2) total custom hand-made Curse Trials Trophies. These trophies include the winning player's in game name, and their total kill count across the length of the finals. Approximate retail value of this prize, per trophy, is \$750.00 USD.

These prizes are distributed by Curse, and shipping information will be collected via the email associated with your signup at the conclusion of the event.

#### **10. GENERAL PRIZE RESTRICTIONS**

Each Player or Team that has been declared the winner of a prize in the Tournament will not be an official winner (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 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 Team fails or refuses to sign and return all the Winner Forms within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Player and/or Team may be disqualified. In the event a Player or Team is disqualified, Curse 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, Curse will deliver to Winner or Winning Team the applicable prize(s). Failure to take delivery of any prize may result in forfeiture, and such prize awarded to an alternate Winner or Winning Team. Prizes may not be transferred or assigned until after a Winner or Winning Team has complied with all his or her obligations under these Official Rules. No substitutions may be made for prize(s), except by Curse, who reserves

the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by Curse in its sole discretion. By participating in a Tournament, Winner and/or Winning Team acknowledges that Tournament Entities have not and will not obtain or provide insurance of any kind relating to the prizes. Winner and/or Winning Team 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 or Team by Curse, and will be required to provide his/her Social Security number, IRS Form W8BEN, IRS Form W9, or equivalent information for tax reporting purposes (at a time to be determined in Curse's sole discretion, and which may be prior to participation in a particular round or prior to receipt of any prize by Player or Team). Curse 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 or Team by Curse in accordance with IRS requirements, and Curse may also share such documentation with a state or local government agency as required by law. Refusal or failure of a Winner or Winning Team to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W8BEN, IRS Form W9, or equivalent information), as determined by Curse in its sole discretion, will result in the Winner or Winning Team forfeiting the prize(s) and an alternate Winner or Winning Team being selected in accordance with these Official Rules. Curse 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 or Winning Teams 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 Curse, are void, and the Tournament Organizers shall have no further liability or responsibility to such Player(s) or Team(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 Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of any prize not specified in these Official Rules will be determined by the Tournament Organizers in their sole discretion.

## **11. CHEERING AND BITS**

Curse, in its sole discretion, may make digital content (i.e., animated emoticons) ("**Bits**") available on the Twitch Website to allow viewers of the Tournament to celebrate moments and express appreciation for the Teams using the cheering feature ("**Cheer**") on the Twitch Website.

### **11.1. Right to Collect Fees**

Curse will have the exclusive right to all amounts from third parties for Bits.

## **12. DISCLAIMER OF WARRANTIES**

The Tournament Entities 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 Curse POLICIES OR THE END USER LICENSE AGREEMENT FOR THE TITLE GAME OR OTHER AGREEMENTS THAT APPLY TO THE TITLE GAME, THE TOURNAMENT ENTITIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE TITLE GAME SOFTWARE, EQUIPMENT AND THE OPERATION OF THE TOURNAMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION.

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

Each Player 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, EACH PLAYER, ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER HEIRS, HEREBY RELEASES, DISCHARGES AND HOLDS THE TOURNAMENT ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL AND POTENTIAL, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, LOSSES, INJURIES, LIABILITIES AND DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION MENTAL AND/OR PHYSICAL INJURIES OR DEATH AND DAMAGES TO OR LOSS OF PERSONAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATING IN THE TOURNAMENT, ATTENDING OR PARTICIPATING IN ANY TOURNAMENT-RELATED EVENT OR ACTIVITY AND/OR THE USE OR MISUSE OF ANY PRIZE.**

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

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

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

#### **14. INDEMNIFICATION**

Each Player hereby agrees to indemnify and hold the Tournament Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all third party damages, liabilities, costs and expenses, including reasonable outside legal fees and costs (collectively, **“Third Party Claims”**) relating to or arising out of any breach of any of the warranties, representations, covenants, obligations or agreements of the Player under these Official Rules.

Except for matters for which Player is obligated to indemnify the Tournament Entities hereunder, Curse will indemnify and hold each Player harmless from and against any Third Party Claims arising from production, distribution and exploitation of the Tournament.

The Player or Tournament Entity seeking indemnification (the **“Indemnified Party”**) shall promptly notify the Tournament Entity or Player, as the case may be, responsible for indemnification (the **“Indemnifying Party”**) of the existence of any Third Party Claim giving rise to indemnification under these Official Rules. In the event of a Third Party Claim, the Indemnifying Party shall have a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Indemnified Party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable time after receipt of notice of a Third Party Claim the Indemnifying Party fails to undertake the defense, the Indemnified Party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) such Third Party Claim for the account and at the risk and expense of the Indemnifying Party. The Indemnified Party shall make available to the Indemnifying Party, at the Indemnifying Party’s expense, such information and assistance as the Indemnifying Party shall reasonably request in connection with the defense of such Third Party Claim. The Indemnifying Party will keep the Indemnified Party informed of the status of the Third Party Claim and will not settle such Third Party Claim without the Indemnified Party’s prior written consent unless the settlement includes a full and complete release of the Indemnified Party and its parent, subsidiary and affiliated entities and each of their respective officers, directors and employees. The indemnification obligations hereunder shall survive the expiration or earlier termination of the Tournament.

#### **15. FORCE MAJEURE**

Curse reserves the right to modify, suspend, extend or terminate the Tournament or any part thereof if it determines, in its sole discretion, that the Tournament is technically impaired or corrupted or that fraud or technical problems, failures, malfunctions or other causes have

destroyed, corrupted or undermined the administration, security, fairness, integrity, proper play or feasibility of the Tournament or any portion thereof as contemplated herein. In the event Curse is prevented from continuing with the Tournament by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Tournament Organizers' control (each a "**Force Majeure**" event or occurrence), Curse shall have the right to modify, suspend, extend or terminate the Tournament.

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

#### **16. TRANSFER OF PLAYER INFORMATION**

By registering for and/or otherwise participating in the Tournament, each Player consents and agrees to the collection, transfer, storage and processing of his or her information to and in the United States and/or to other countries outside the country of Player's country of residence. Such other countries may not have privacy laws and regulations that are similar to those of the country of Player's residence. A Player may request access, review, rectification or deletion of any personal data held by Curse in connection with the Tournament by following the instructions provided in the Privacy Policy posted on the Twitch Website.

#### **17. DISPUTES**

These Official 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 Official Rules, the operation of the Tournament or otherwise, will be resolved by litigation in the courts located within the City and County of San Francisco in the State of California, United States of America. You, as a Player, 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. **Any dispute or claim relating in any way to these Official Rules, the terms thereof, or the Tournament will be resolved by binding arbitration as described in this paragraph, rather than in court**, in the City and County of San Francisco, California, except that (a) Player may assert claims in a small claims court if your claims qualify, and (b) either Party may bring suit by submitting to the courts in the aforementioned jurisdiction and waiving such Party's respective rights to any other jurisdiction to enjoin infringement or other misuse of intellectual property rights. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this agreement as a court would.** For Player to begin an arbitration



proceeding, Player must send a letter requesting arbitration and describing the claim to Curse's registered agent, Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento CA 95833. Arbitration shall be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. Curse will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Curse will not seek attorneys' fees and costs from Player in arbitration unless the arbitrator determines the claims are frivolous. Player may choose to have the arbitration conducted by telephone, based on submissions, or in person in the county in which Player is located, or the agreed upon jurisdiction described above. **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.**

#### **18. WINNER'S LIST/OFFICIAL RULES**

To obtain the list of the winners, visit [www.cursetrials.com](http://www.cursetrials.com) within six (6) weeks after the end of the Tournament. These Official Rules will be posted on the Tournament Website during the Tournament Period.

#### **19. INVALIDITY/HEADINGS**

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