

## [ARCREVO America 2021: Official Rules]

Effective as of September 1, 2021

### [Introduction]

These Official Rules, including the Terms of Participation and Privacy Policy, establish the rules of tournament play, player eligibility, tournament structure, point structure, prize awards and player conduct and govern participation in ARCREVO America 2021 (“Tournament” as defined hereafter), presented by ARC SYSTEM WORKS AMERICA, Inc. (“ASW”).

Entry to participate in ARCREVO America 2021 by a player constitutes consent by that player to the Terms of Participation below and the Privacy Policy (the Privacy Policy can be found here: <https://arcsystemworks.com/privacy-policy/>).

### [General Definitions]

**Tournament:** This refers to the tournaments held in North America starting on December 11, 2021 and culminating in ARCREVO America 2021 Finals, which will be held in March 2022 in Southern California, U.S.A.

**Tournament Organizer:** This refers to an organization that oversees the hosting and operating of a tournament.

**Tournament Entities:** This refers to Tournament Organizers, ASW, its partner companies, distributors, agents, and all other organizations involved in Tournament preparation, execution, reward setting, and reward providing.

**Game:** This refers to “Guilty Gear™ -Strive-”.

**Player(s):** This refers to a player who is eligible to participate in and plays competitively at Tournament

**Tournament Regulations:** The tournament format and rules that apply to Tournament for the Game.

**Game Specific Regulations:** The tournament format and rules that apply to Tournament

**Regions:** Regions refer to the areas covered by the individual qualifier events and are identified as follows:

**Central:** North Dakota, South Dakota, Nebraska, Kansas, Missouri, Iowa, Minnesota, Wisconsin, Illinois, Indiana, Michigan, Ohio, Indiana, Kentucky, Texas, Arkansas, Oklahoma, Louisiana, Mississippi

**West:** California, Nevada, Arizona, New Mexico, Utah, Colorado, Oregon, Washington, Montana, Idaho, Wyoming

**East:** West Virginia, Virginia, Maryland, Delaware, Washington D.C., Pennsylvania, New York, Vermont, Rhode Island, Maine, Connecticut, New Hampshire, North Carolina, South Carolina, Georgia, Florida, Tennessee, Alabama

**Canada:** Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, Yukon

**Mexico:** Aguascalientes, Baja California, Baja California Sur, Campeche, Chiapas, Chihuahua, Coahuila, Colima, Durango, Guanajuato, Guerrero, Hidalgo, Jalisco, Mexico, Michoacan, Morelos, Nayarit, Nuevo Leon, Oaxaca, Puebla, Queretaro, Quintana Roo, San Luis Potosi, Sinaloa, Sonora, Tabasco, Tamaulipas, Tlaxcala, Veracruz, Yucatan, Zacatecas

### **[Tournament Overview]**

Tournament is a North American continent online tournament series of competitive play featuring “Guilty Gear™ -Strive- (GGST)”. Tournament consists of (i) the ARCREVO America 2021 regional qualifying events (“**Regional Qualifiers**”), (ii) ARCREVO America Finals (“**Finals**”). The top 2 players from each region will qualify for a spot in the Finals to determine the Tournament champion.

### **[Player Eligibility]**

Tournament is open to all individuals (i) who have reached the age of 18 years old or older as of December 1<sup>st</sup>, 2021 and (ii) who reside in Canada, Mexico, or the United States.

Players who qualify and accept a place in the Tournament Finals will be required to be vaccinated and provide proof of vaccination before being allowed to participate in the Event. Failure to provide proof of vaccination will result in the Player being disqualified from participation and their spot being forfeited to the next highest placing Player in their region.

All employees, directors, and executives of ASW, partner companies, distributors, agents, and any other organization related to Tournament preparation, execution, prizeing, or individuals with a close relation to such a person (spouses, siblings, parents, children, or their spouses) are not eligible to participate in the Tournament.

Staff members of Tournament Organizers may only participate in competitions that are not managed by their organization and may not participate in tournaments that are managed by their organization.

In the event that any or all Tournament is canceled or rescheduled due to uncontrollable circumstances (including natural disasters, epidemics and/or pandemics, travel restrictions, lock down orders, and acts or

warnings of terrorism), ASW will not compensate or reimburse Players for any expenses, including travel and accommodations.

### **[Entry]**

All Players must have a Smash gg. account at <http://smash.gg/> (“Smash.gg”). Players will be required to use the same Smash.gg account for the entire duration of the Tournament.

Players must register for their region’s event using the same Smash.gg account. Entering the Tournament under multiple Smash.gg accounts may result in the disqualification, or disqualification from Tournament at the sole discretion of ASW. In addition, Players may only enter the Regional Qualifier held in the region of his or her residence. Should a Player enter a Regional Qualifier in a region outside of their residence, they will be disqualified and any and all prizes will be forfeited.

### **[Rules of Succession]**

If a Player who has been invited to the Finals is unable, unwilling or unfit based on past competitive conduct as determined in ASW’s sole discretion, or fails to respond to the invitation to the Finals within five (5) days from a receipt of such invitation to join the Finals, his or her awarded qualification spot for Finals passes down to the next highest ranked Player in the Regional Qualifier held in the region in which such qualified Player belongs to. If there are multiple candidates for receiving the spot who have the same ranking in the Regional Qualifier, standing will be determined via the tie-breaking rules dictated in the section below.

### **[General Tournament Regulations]**

- 1 on 1, double elimination.
- All matches are to be played on the PlayStation® platform (PlayStation®4, PlayStation®4 Pro and PlayStation®5).
- Players will be required to play in Player Match Mode.
- Game will be updated to the latest version of the Game at the point when the tournament is held.
- The control setting can be changed freely within the Game. However, any controller function such as rapid pressing (turbo) or hardware-based macros are not allowed during the Tournament.
- Any Player who is late for a match or fails to respond for a match when being called up by Tournament Organizer via the messaging process, as set forth in the respective Game Specific Regulations, will be automatically considered to have lost that match.

- All Players must check the proper operation and function of their button controls before the start of each match.
- If a pause or share button of a Player is pressed or malfunctions during a round, the Player will automatically receive a forfeiture of that round.
- If Player is found to be using a banned character during a match, the Player will automatically receive a loss for that entire match.
- If a Tournament Organizer determines that Player is deliberately delaying the progress of a match by failing to respond to messages, failing to join the match, or other disruptive behavior, the Player could be disqualified from Tournament.
- For Regional Qualifiers, in order to establish the final 5<sup>th</sup>-8<sup>th</sup> rankings, tiebreaking matches will be played between the 5<sup>th</sup> and 7<sup>th</sup> place Players.

### **[Online Regulations]**

- Player must satisfy the following requirements in order to participate in online matches:
  - (1) Player must have their PlayStation® console connectivity set to NAT Type 2 and have a minimum of 3Mbps upload speed.
  - (2) Player must have a Smash.gg account at <https://smash.gg/>. Player must use the same account for the duration of the Tournament.
  - (3) Player must have a PSN account.
- Only one PSN account per Player is allowed to compete in the Tournament.
- Wireless (WiFi) connections are prohibited. Any evidence of Player using WiFi will immediately disqualify the Player from Tournament.
- Players may be required by Tournament Organizer to provide a screenshot of their internet connection speeds as well as a picture of their network connection.
- Game Setting: Please see the Game Specific Regulations for the rules and settings for each Game.
- Players may not use any glitch or bug that prevents the Game from being played, including but not limited to bugs causing the game to freeze, reset, remove character from play zone or similar results.
- If players cannot connect to each other, the player with the least amount of games lost moves forward in the Winners bracket. In the case of a tie, 1 player is advanced to the Loser's bracket while the other player advances and forfeits the next match in the Winner's bracket, resulting in both players being sent to the Loser's bracket.
- In case of a disconnection in the middle of a match, the Player who left the match lobby loses the game. If both Players remain in the match lobby after the disconnection, the Players will replay the match recreating only the numbers of rounds won.

▪

**[Regional Qualifier Prizing]**

The Regional Qualifier events are free to enter. ASW will provide airfare, lodging, and transportation to the event finals at each of the five online events. Please find description of below prizes in section **[Finals Prizes and Restrictions]**

The prize distribution for the Game is as follows:

| Prize     |  |
|-----------|--|
| 1st Place | Trip to Finals*  |
| 2nd Place | Trip to Finals*  |
|           | *“Trip” as identified in section <b>[Finals Prizes and Restrictions]</b> |

**[Finals Regulations]**

**Tournament Terminology and Format:**

- **Round** - A round is an in-game measurement awarded when Player reduces their opponent’s character(s) health to zero.
- **Game** - A game is won when Player wins the necessary number of rounds over their opponent. The first Player to win two rounds wins the game.
- **Set** - A set is played between two Players with both players attempting to win a certain number of games to win the set. Sets will be played best two games out of three.

**Tournament Format:**

- All matches are to be played on the PlayStation® platform (PlayStation®4 Pro).

Finals will be played in two stages: two groups of 5 players and the grand finals.

**GROUP STAGE**

The group stage will be run in a round-robin format. Players will be split into two groups of five with players from each region assigned to separate groups.

Round-Robin Best-of-Three Games are then played in each group, with the Top-2 ranked players in each group progressing to the final bracket.

Tiebreakers will be applied for players with the same number of wins when applicable. Ties will be resolved by tiebreaker mechanisms in the following order,

- 1) Game win differential defined as total number of Games won by a Player minus the total number of Games lost by such Player.
- 2) Total Game wins in Games between tied Players.

The tied Players will play an additional Tiebreaker Round Robin with Best-of-One Games. The rankings of the tied Players will be determined by comparing the total number of Game wins achieved by each Player during the Tiebreaker. If the Players from the Tiebreaker remain tied, this step will be repeated.

**FINALS**

A four player Double-Elimination bracket will be played, with all Games being best 3 out of 5. The players that advance from the group stage will be seeded in the Finals bracket as follows:

| <b>Bracket Side 1</b>               | <b>Bracket Side 2</b>               |
|-------------------------------------|-------------------------------------|
| <b>Group A 1<sup>st</sup> Place</b> | <b>Group A 2<sup>nd</sup> Place</b> |
| <b>Group B 2<sup>nd</sup> Place</b> | <b>Group B 1<sup>st</sup> Place</b> |

### [Game Regulations]

- Match Duration: 99 seconds
- Set Format: Best of 3 games (First to win 2 games)

\*For Regional Qualifiers: for Top 8, the rules will be changed to best of 5 (First to win 3 games).

- Stage and BGM: AUTO (can be changed if both players agree to it)
- Characters: DLC characters are banned until after two weeks following their release

In the event where the progress of a match is deemed impossible due to reasons such as technical difficulties the players will have to replay the match recreating only the number of rounds won. This rule applies both to the Regional Qualifiers and the Finals.

### [Finals Prizes and Restrictions]

For the Finals winners, a prize pool of \$30,000 will be shared in accordance with the payout schedule (shown below).

| Placing   | Prize Money |
|-----------|-------------|
| 1st       | \$10,000    |
| 2nd       | \$6,500     |
| 3rd       | \$5,000     |
| 4th       | \$2,500     |
| 5th (Tie) | \$1,000     |
| 5th (Tie) | \$1,000     |
| 5th (Tie) | \$1,000     |
| 5th (Tie) | \$1,000     |
| 5th (Tie) | \$1,000     |
| 5th (Tie) | \$1,000     |
| 5th (Tie) | \$1,000     |
| Total:    | \$30,000    |

In addition, all Players invited to Finals shall receive from ASW a Trip to Finals. For purposes of this paragraph, a “**Trip**” shall consist of: (i) one round-trip coach-class air transportation for the Player,

originating from an airport of ASW's choice near the Player's primary residence, to the venue of Finals; (ii) 2 nights' hotel accommodations for the Player, consisting of one (1) room (meals, telephone calls, tips, gratuities, and other incidentals are not included); and (iii) round-trip transportation between the airport and hotel.

Each cash prize (a "**Cash Prize**"), Trip and/or other prizes awarded to a Player, shall be collectively referred to as a "**Prize**" or "**Prizes**". Receipt of any Prize is contingent upon the Player's compliance with all of the Official Rules, as well as any Prize-related third-party provider requirements, including but not limited to, the age requirement for hotel accommodations.

The Prize is subject to change based on current market conditions at time of Prize fulfillment, the time of travel, and the distance between Players' residence and the venue of the Finals. All Players invited to the Finals must possess valid travel documents to travel. ASW reserves the right to substitute ground transportation in lieu of air transportation if the Player invited to the Finals resides within 100 miles of the venue of the Finals.

Notwithstanding anything to the contrary, the Prizes (including Cash Prizes) that can be received by Player may be modified and/or limited by the laws and regulations of the country in which the Prize recipient resides.

Each Player who has been declared the winner of a prize in the Tournament shall not be considered an official winner (each such individual, a "**Winner**") unless and until he or she executes an Affidavit of Eligibility, a Liability Release, and where such requirement to sign a release is legal, a Publicity Release and any required payment information and tax forms ("**Winner Forms**") in order to receive payment for Cash Prize. If a Player fails or refuses to sign and return all the signed Winner Forms within ten (10) business days of Player's determination of eligibility to receive an award, the Player may be disqualified. In the event that Player is disqualified, ASW reserves the right, but not the obligation, to award the affected Cash Prize to the Player that last lost to the disqualified Player. Within thirty (30) days of receiving an executed copy of the Winner Forms, ASW will deliver to Winner the applicable Cash Prizes. Failure to take delivery of any Prize by the Winner may result in forfeiture, and such Prize may be awarded to an alternate Winner. Prizes may not be transferred or assigned until after a Winner has complied with all his or her obligations under the Official Rules. No substitutions may be made for any Prize, except by ASW which 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 ASW's sole discretion.

By participating in a Tournament, Players acknowledge that ASW has not and will not obtain or provide insurance of any kind relating to Prizes. Winner shall be responsible for all taxes (including but not limited to federal, state, local and/or income) on any Prize won and received by the Winner and shall be required to provide to ASW his/her Social Security number, IRS Form W-8BEN, IRS Form W-9, or equivalent information for tax reporting purposes (at a time to be determined by ASW, and which may be prior to participation in a particular round or prior to receipt of any Prize by Winner). ASW will file an IRS Form 1099 or equivalent tax withholding documentation for the value of any Prize or other items of value transferred to the Winner by ASW in accordance with IRS requirements, and ASW may also share such documentation with a state or local government agency as required by law. Refusal or failure by Winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance



terms (including Social Security number, IRS Form W-8BEN, IRS Form W 9, or equivalent information) will result in a forfeiture of the Prize(s) and an alternate Winner may be selected in accordance with the Official Rules. Payment of Prizes will be subject to any applicable withholding taxes, and the total amount of the Prizes transferred to Winner by ASW, as reduced by any applicable withholding taxes (up to 30% for non-US citizens), will constitute full payment of such Prizes. ASW shall have no liability or obligation to award Prizes if Winners does not claim the Prizes, or fails to satisfy the documentation requirements as described above within six (6) months of the last day of the Tournament or such earlier time as designated by ASW.

### **[Player Images]**

By participating in Tournament, Player hereby grants to ASW and each of its designees, including Tournament Organizers licensed by ASW, permission to record, film, or photograph the Player (“**Player Images**”). All Player Images will be owned by ASW. Player grants to ASW and each of its designees, the right to use, edit, adapt, post, stream, copy, display, perform, transmit, broadcast and otherwise exploit Player Images including any names (actual and player names), likenesses, voice, conversation and any other attributes of the Player’s personality and appearance, individuality or with others, in whole or in part, alone or in conjunction with other material, in any and all media now known or hereafter devised, in perpetuity throughout the world, for the purpose of trade, advertising, promotion or any other lawful purpose whatsoever, without additional compensation, consideration, notification or permission, except prohibited by law.

### **[Consent to Official Rules]**

By participating in Tournament, Player fully and unconditionally agrees to and accepts these Official Rules and any decisions of ASW or Tournament Organizer, as the case may be, which are final and binding in all matters related to Tournament.

Receipt of any prize is contingent upon Player’s compliance with all of these Official Rules.

### **[Code of Conduct]**

Players must at all times behave in a respectful and sportsmanlike manner in their interactions with other Players, Tournament Organizers, the media, sponsors and/or fans.

Any Player who engages in inappropriate speech or conduct or who competes without complying with the Official Rules including these Terms of Participation, will be immediately disqualified from the Tournament and, at a sole discretion of ASW or Tournament Organizer, he or she may lose the right to receive any and all Prizes.

Inappropriate speech or conduct includes, but is not limited to, the following:

Inappropriate speech or conduct such as violent or abusive language, threats or intimidation, harassment, registration of a player name that is disruptive to the public order or that contains discriminatory words, physical or cyberviolence, collusion, misrepresentation, acts of cheating through any means, deliberately delaying or manipulating game play, deliberately disconnecting network cables, deliberately interfering or interrupting network connectivity, falsification of game play through known or currently unknown means, or any other conduct deemed inappropriate at ASW's sole discretion.

Player hereby consents to comply with all final and binding judgments of Tournament Organizer, ASW, and representatives of ASW in all matters relating to the code of conduct.

Both ASW and Tournament Organizer have the right to disqualify any Player who is deemed by the judgment of either ASW or Tournament Organizer to be hindering the tournament format, process, or operation or to be violating the code of conduct.

Both ASW and Tournament Organizer have the right to unilaterally and permanently ban a violating Player from all future ASW events if either ASW or Tournament Organizer deems necessary to do so.

#### **[Video Posting Guidelines]**

The Arc System Works Video Policy can be found here: <https://arcsystemworks.com/video-policy/>

#### **[Charitable Donation Policy]**

ASW is committed to supporting contributions to charitable organizations as well as setting up an eSports donation program for ASW loyal fans ("FGC"). For that purpose, ASW set up this Donation Policy to provide additional contributions to the charitable organizations besides its own donation program to such organizations. ASW will match FGC donations to Qualifying Organizations based on below guidelines.

ASW may organize donation programs for FGC where ASW will match 100% of the player's registration fee (in case of free registration, ASW will donate \$20 per match) as an "eSports Donation Fund" during designated eSports events held by ASW up to a maximum of \$30,000 per event during each calendar year. Proceeds from the eSports Donation Fund will be sent directly to the qualifying organization selected by ASW.

ASW reserves the right to post, modify, change or terminate the Matching Donation Program at its sole discretion at any time without notice.

#### **[Reporting Rule Violations]**

At some point during the Tournament, a Player may violate either the Official Rules or the Game Specific Regulations. The following rules apply toward rectifying rule violations:

- It is the responsibility of the Players in the match to detect all match rule violations and report them to the ASW and/or Tournament Organizer immediately;
- All non-gameplay rule violations must be reported to ASW and/or Tournament Organizer before the game starts (e.g. the winner switching the characters after winning one game in a match).
- Players are not allowed to stop a game in progress to address a non-gameplay related rule violation. Stopping a game in progress to report a non-gameplay rule violation will result in a forfeiture of the round on the part of the person stopping the game.
- The only time Player is allowed to stop a game to report a rule violation is when that violation occurs during the middle of a match.
- Stopping a game in progress to erroneously report a rule violation automatically results in a forfeiture of the round by the Player who stopped the game.
- Rule violations must be reported at the time they occur. Otherwise, they will be ignored.
- Tournament Organizer is allowed to report any rule violations on behalf of Player.
- If Player, unintentionally or intentionally, stops a game in progress for any other reason, he/she will be considered to have lost the round. Examples include accidentally pressing the start button on his/her controller to pause the match, unplugging his/her opponent's joystick, etc. If the game cannot be restarted from the exact point of interruption, the Player is forced to forfeit the game. Tournament Organizer shall determine whether a Player must forfeit the game.

**[Limitation of Liability, Assumption of Risk and Indemnification]**

ASW or Tournament Organizer, as the case may be, hereby disclaims all warranties and conditions, whether express, implied, statutory or otherwise, with regard to the Tournament equipment, software, operation of the Tournament, or pricing, including without limitation, all implied warranties and merchantability, fitness for a particular purpose, title, noninfringement, and their equivalents, under the laws of any jurisdiction.

As between Players and Tournament Entities, Tournament Entities shall not be responsible for any of the following:

- Incomplete or inaccurate information whether caused by Players or by any of the equipment or programming associated with or utilized in Tournament or by any technical or human error which may occur in the processing of Player's registration or gameplay;

- Any operation or transmission errors, omission, interference, loss, deficiencies, delays, communication line errors, theft or damage, or unauthorized access which may result in alteration of game play or game results;
- Any network, line, server, provider, equipment, or software problems and technical deficiencies including any injury or damage to Player resulting from participation in Tournament;
- Any damage or loss to Player or the property of Player occurring during or due to participation in competition;
- The actions or non-action by Tournament Entities or their employees, whether negligent or willful, in the conduct of Tournament;
- The inability to complete a game due to any equipment or software malfunction.

ASW or Tournament Organizer may require, at its sole discretion, the replaying of any game, match or Tournament or declare any of the foregoing null and void by reason of any technical or other system error.

If for any reason Tournament or any portion thereof is not capable of running as planned, including infection of computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other causes beyond the control of ASW or Tournament Organizer, as the case may be, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of Tournament or any portion thereof, ASW or Tournament Organizer, as the case may be, reserves the right at its sole discretion to cancel, modify, or suspend Tournament or any portion thereof.

In the event that ASW or Tournament Organizer, as the case may be, determines, at its sole discretion, that any individual game, match, or Tournament has been tampered with or that the validity of any game, match or Tournament has been compromised for any reason, it may eliminate that game or match, and conduct the Tournament on the basis of the remaining game, match or Tournament.

In the event that any Player is adversely affected in a game, match, or Tournament by any technical or equipment malfunction, ASW or Tournament Organizer, as the case may be, reserves the right to schedule a special game, match, or Tournament among any such Players so adversely affected.

In the event of any cancellation, termination, modification or suspension of Tournament or any portion thereof, ASW will post a notice at the official Smash.gg page at <https://smash.gg/> and at ASW social media channels.

Regarding any disputes between Players or between Player and a third party arising out of participation in Tournament, the Player or Players are responsible for resolving such disputes among themselves, or with the third party as the case may be, and at their own expense. ASW and Tournament Organizer are not responsible for any damage arising out of such disputes.

In consideration of being permitted to participate in Tournament, each Player warrants, represents, acknowledges and agrees that he or she is at least 18 years old, understands the risks associated with

Tournament, is physically fit and in good health, has no physical or mental issues that would hinder participation in any activities of Tournament and is sufficiently trained and experienced to understand the risks involved in Tournament. Player and each of Player's successors, heirs and assigns, unconditionally and irrevocably waives liability, releases, promises never to sue, forever discharges and relinquishes any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs, that Player may incur or otherwise have against ASW and Tournament Organizer and their respective subsidiaries, parents, affiliates, hosts, sponsors, advertisers and each of their respective owners, officers, shareholders, directors, employees and agents ("**Released Parties**"), arising from or related to Player's participation in Tournament, including, without limitation, any claims arising from or related to: (i) actions or omissions of any of the Released Parties, other Players, or other third parties; (ii) inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) any defect in or failure of the operation, installation, manufacture, and/or design of any equipment or stage sets; (v) conditions on or about any event premises; (vi) breach of any implied or express warranty and/or representation of any Released Party; (vii) travel, transportation or accommodations; (viii) weather conditions; (ix) any prize award, including, without limitation, the receipt or use or misuse of any prize; (x) the exercise of the rights granted herein including, without limitation, from any liability for violation of rights of privacy, publicity, defamation, emotional distress or any similar right; and/or (xi) any other operations associated with Tournament, and, with respect to each of the foregoing, whether based on tort (including, without limitation, acts of negligence and gross negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relieve or otherwise, and whether now known or unknown or suspected or unsuspected.

BY ENTERING AND PARTICIPATING IN THE TOURNAMENT , PLAYERS AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, EXPENSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (INCLUDING SETTLEMENTS) FOR ANY INJURIES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH, OR LOSS OR DAMAGE OF ANY KIND, ARISING FROM OR IN CONNECTION WITH THESE OFFICIAL RULES, TOURNAMENT, ATTENDANCE AT ANY TOURNAMENT, OR ANY PRIZE, OR ANY OTHER MATTER OR ACTIVITY DIRECTLY OR INDIRECTLY RELATED TO TOURNAMENT, INCLUDING BUT NOT LIMITED TO LIBEL, SLANDER, DISPARAGEMENT, DEFAMATION, COPYRIGHT INFRINGEMENT, INVASION OF PRIVACY, PIRACY, PLAGIARISM, OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. THIS OBLIGATION SHALL CONTINUE BEYOND THE TERM OF TOURNAMENT.

### **[Reserved Rights]**

ASW reserves the right, in its sole discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of the Official Rules and Terms of Participation for any reason Such changes will be effective with or without prior notice. The most current version of the Official Rules and Terms of Participation is posted on the event's official Smash.gg page, official event homepage, and ASW social media channels.

### **[Governing Law and Jurisdictional Court]**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Player's rights and obligations, or the rights and obligations of ASW in connection with the Tournament, shall be governed by, and construed in accordance with California law without regard to choice of law or conflict of law rules.

Under no circumstances will any Player be permitted to, and Player hereby waives all rights, to claim or recover punitive, incidental, consequential and/or special damages or any other damages (other than out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY.**

Any dispute arising under or relating to these Official Rules or Player's relationship with ASW shall be finally settled by binding arbitration between Player and ASW. Player and ASW agree to attempt in good faith to resolve any dispute before commencing arbitration. Unless Player and ASW otherwise agree in writing, the time for informal negotiation will be sixty (60) days from the date on which Player or ASW provides written notice of the dispute. Player and ASW agree that neither will commence arbitration before the end of the time for informal negotiation. If informal negotiation is not effective, arbitration shall be conducted as follows:

The arbitration will be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>) or by calling JAMS at (800) 352-5267, and shall be conducted in Los Angeles, California by JAMS before a single arbitrator. However, if the amount in dispute is US\$25,000 or less, any arbitration hearing will be held by telephone unless the arbitrator finds good cause to hold an in-person hearing instead.

Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Official Rules. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Players' arbitration fees and players' share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

**PLAYER AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, PLAYERS ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ANY AND ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, PLAYER, AND PLAYER'S LEGAL GUARDIAN, UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE AWARD (DECISION) WILL BE BINDING AND FINAL. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.**

Player further understands that, in some instances, the costs of arbitration could exceed the costs of litigation. All parties understand that the right to discovery may be more limited in arbitration than in court.

Neither Player nor ASW will participate in a class action or class-wide arbitration for any claims arising under or related to these Official Rules, or Player's relationship with ASW. If the prohibition against class

actions above is found to be unenforceable, then all of the preceding language in this section [Governing law and jurisdictional court] will be null and void with respect to Player, and any ongoing or future dispute will be submitted to a court of competent jurisdiction within the County of Los Angeles, California, USA, to the exclusion of arbitration. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to player by ASW under or related to these Official Rules.

This section of Governing law and jurisdictional court will survive the termination of Player's relationship with ASW.

#### **[Privacy Policy]**

The Arc System Works Privacy Policy can be found here: <https://arcsystemworks.com/privacy-policy/>