

OFFICIAL RULES
DRAGON BALL FIGHTERZ WORLD TOUR 2019/2020
Effective Date: June 6, 2019

1. INTRODUCTION

The *Dragon Ball FighterZ World Tour 2019/2020* series of tournament events (each a “**Tour Event**” and collectively, the “**Tour**”) is brought to you by BANDAI NAMCO Entertainment (“**BNEA**”), BANDAI NAMCO Entertainment Europe S.A.S. (“**BNEE**”), and BANDAI NAMCO Entertainment Asia Pte. Ltd. (“**BNEAsia**”) (BNEA, BNEE, and BNEAsia are collectively “**BNE**”), and is subject to these Official Rules (the “**Rules**”). The Tour is the second year of the global tournament series for the smash-hit fighting game *Dragon Ball FighterZ* (the “**Game**”) from BNE, in which Players from around the world will compete throughout the Tour to decide a Grand Champion at the Finals.

The Tour Group reserves the right, at its discretion, to change, modify, add, or remove portions of these Rules, provided that any changes are effective immediately and will be made available on the Tour Website, which each Player hereby agrees to periodically visit and check for any changes, updates, or additions to these Rules. These Rules, including any additional terms or conditions incorporated by reference herein, sets forth the entire understanding and agreement between the Tour Group and Player with respect to Your possession, installation, access, play, or other use of the Game, in any way.

2. 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 2, the following terms are defined as follows:

- a. “**Effective Date**” means the date set forth above.
- b. “**Deliverables**” means any Tour images, photographs, audio/visual works, and recordings incorporating the Player’s appearance, including without limitation the Player’s name, user name, image, likeness, voice, and/or related Intellectual Property Rights.
- c. “**Grand Champion**” means the Prize Winner of the Finals Championship Event.
- d. “**Player**” means each individual player who participates in a Tour Event and is subject to the Eligibility Criteria.
- e. “**Points**” means points awarded to Players according to the “Point System” set forth below.
- f. “**Prize**” means each prize awarded to a Prize Winner, according to the Prize Schedule.
- g. “**Prize Winner**” means each Player that wins a Tour Event and is awarded a Prize, subject to verification of such Player’s compliance with these Rules.
- h. “**Territory**” means the following, excluding any countries determined by BNE or as required by applicable law:
 - i. North America, Central America, South America and the Caribbean, including the following countries and regions (in each instance, including the respective territories and possessions): Canada, United States (including U.S. Virgin Islands and Puerto Rico), Mexico, Antigua & Barbuda, Aruba, Bahamas, Barbados, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Puerto Rico, Saint Barthélemy, St. Kitts & Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad & Tobago, Turks & Caicos Islands, British Virgin Islands, Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French-Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay (excluding Venezuela);
 - ii. Europe such as Algeria, Bahrain, Egypt, Israel, Jordan, Kazakhstan, Kuwait, Morocco, Oman, Qatar, Saudi Arabia, South Africa, Tajikistan, Tunisia, Turkmenistan, United Arab Emirates, Uzbekistan, and Yemen. Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Estonia, Finland, Georgia, Greece, Hungary, Latvia, Lithuania, Macedonia, Moldova, Montenegro, Poland, Romania, Russia (except individuals located in Crimea), Serbia, Slovakia, Slovenia, Turkey, and Ukraine (except individuals located in Crimea), Andorra, Austria, Belgium, Denmark, France (not including its overseas collectivities or regions), Germany, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands (not including its municipalities or the other constituent countries of the Kingdom of the Netherlands), Norway, Portugal, San Marino, Spain, Sweden,

- Switzerland, and United Kingdom of Great Britain (not including its overseas territories) and Northern Ireland; and
- iii. Asia-Pacific: Australia, Bangladesh, Bhutan, Brunei, Cambodia, East Asia, East Timor, India, Laos, Nepal, New Zealand, Pakistan, Papua New Guinea, Sri Lanka, China, Hong Kong, Japan, Macau, Mongolia, South Korea, Taiwan, Indonesia, Malaysia, Philippines, Singapore, Thailand and Vietnam.
 - i. **“Tour Event Organizer”** means a third party organizer responsible for organizing, managing, and producing Tour Events, including supplying and fulfilling prizes.
 - j. **“Tour Group”** means, collectively: (i) BNE; (ii) the Tour Organizer; (iii) the Tour Event Organizers; and (iv) BNE, Tour Organizer, and Tour Event Organizers’ respective affiliates and related companies, 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 Tour, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Tour and their respective officers, directors, employees, agents, and other representatives.
 - k. **“Tour Organizer”** means TEN/O LLC, who has been engaged by BNE to organize, manage, and produce the Tour, including managing Tour Event Organizers and supplying and fulfilling prizes, as applicable.
 - l. **“Tour Website”** means the official Tour website, available at: <https://dbfzworldtour.com/>
 - m. **“Worldwide Rankings”** means the rankings available on the Tour Website.

3. TOUR STRUCTURE

The Tour will be divided into different Tour Events, each with the opportunity to earn Points or guaranteed spots toward competing in the Finals, as further set forth below:

Tenkaichi Events

“Tenkaichi Events” are regional or smaller Tour Events at which Players can earn Points to climb the Worldwide Rankings for the Tour. Tour Event Organizers will determine seeding at these Tenkaichi Events.

Saga Events

“Saga Events” are the biggest Tour Events at which Players can earn a large amount of Points to more quickly climb the Worldwide Rankings for the Tour; and first time Saga Event winners will earn a guaranteed spot to compete in the Finals Championship Event, subject to verification.

Finals Event

The Tour finals will be comprised of a Last Chance Qualifier Event and a Finals Championship Event as further set forth below (collectively, the **“Finals”**):

Last Chance Qualifier Event

The **“Last Chance Qualifier”** is a tournament occurring at the Finals, the winner of which will advance to the Finals Championship Event.

In the event that the winner of the Last Chance Qualifier declines to participate in the Finals Championship Event, the spot will go to the next qualifying Player.

Finals Championship Event

The **“Finals Championship Event”** will be comprised of the qualifying Player from the Last Chance Qualifier and fifteen (15) pre-determined Players that are a combination of Saga Event winner(s) and top Players from the Worldwide Rankings.

In the event that a Saga Event is won by a repeat Saga Event winner, an additional qualifying spot will be opened to Players in the Worldwide Rankings to fill until there are fifteen (15) Players total. Hotel and travel to the Finals Championship Event will be accommodated for these Players by the Tour Organizer. In the event one of these Players is unable to attend the Finals Championship Event, the spot (along with hotel and travel accommodations to the Finals Championship Event) will be offered to the next qualifying Player in the Worldwide Rankings.

If two or more Players on the Worldwide Rankings have the same number of Points, the tiebreaker will be in favor of the Player who earned more Points at Saga Events. If a tie still remains, the second tiebreaker will be in favor of the Player who earned more Points at Tenkaichi Events.

The final spot will go to the winner of the Last Chance Qualifier, filling in as the sixteenth (16th) Player for the Finals Championship Event.

The Finals Championship Event will be played out as a 16-person Double Elimination tournament. Seeding for the Finals Championship Event will be determined by Worldwide Ranking.

Points System

Top placing Players at each Tour Event (excluding the Finals) will earn Points toward the Worldwide Rankings for the Tour as set forth in the chart below. Total Points earned during the Tour will help determine the list of players invited to compete and the bracket seeding in the Finals Championship Event.

Placement	Tenkaichi Event	Saga Event
1st	200	550
2nd	150	400
3rd	100	300
4th	70	220
5th	45	150
7th	25	100
9th	15	70
13th	10	45
17th	-	25
25th	-	15
33rd	-	10

4. TOUR EVENT FORMAT & RULES

All Tour Events will be played out as **Double Elimination** tournaments. In a Double Elimination tournament, Players compete in **Match Sets** and advance starting from the winner’s side of a tournament bracket (the “**Winner’s Bracket**”). If a Player loses a Match Set while in the winner’s side of the tournament bracket, that Player will move to the loser’s side of the tournament 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 tournament.

Match Play

All Match Sets will be **Best-of-Three**, except that Winner’s Finals, Loser’s Finals, and Grand Finals of the tournament bracket will be **Best-of-Five**. In a **Best-of-X**, the first Player to win the majority of “X” number of Matches is declared the winner of the Match Set, and any Matches that have not been played at that point will not be played. In a Best-of-Three, for example, the first Player to win two (2) Matches will be immediately declared the winner of that Match Set. The winner of a 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 Tour Event Organizer staff member. During a Match Set, the winner of a Match must continue using the same characters for the next Match while the loser has the option to change characters.

Prior to commencement of a Match Set, Players may exercise the following options:

- a. **Side Selection:** Players may mutually agree who plays as Player 1 side or Player 2 side at the start of a Match Set. If Players cannot agree on this, they will play a Best-of-One Rock-Paper-Scissors to determine who will pick their preference first. Players will play out the entirety of the Match Set with this selection.
- b. **Blind Pick:** Players may request a Blind Pick for character selection. Prior to the first Match, Players will each tell a Tour Event Organizer staff member, in secret, their characters selection for the first Match. Players will then select their characters with the Tour Event Organizer staff member validating their selections. If a Player purposely does not select the characters they told the Tour Event Organizer staff member, that Player will forfeit the Match.
- c. **Button Check:** Players may request to do a “button check” to check the proper functionality of their controller with a test match before the official start of a Match Set.

In the event of a tied Match, declared by a Double K.O. on the Game screen, the Match will not be scored and both Players will replay the tied Match with the same character selections.

Grand Finals

The “**Grand Finals**” of a Double Elimination tournament is a Match Set series comprised of up to two (2) Best-of-Five Match Sets between the final two (2) Players left in the tournament (the highest advancing Player from the Winner’s Bracket, and the highest advancing Player from the Loser’s Bracket).

In the event the Player from the Winner’s Bracket wins the first Best-of-Five Match Set, the Match Set series immediately ends, giving the Player from the Loser’s Bracket his or her second loss to be eliminated from the tournament. The Player from the Winner’s Bracket is declared the overall winner of the tournament.

In the event the Player from the Loser’s Bracket wins the first Best-of-Five Match Set, thereby giving the Player from the Winner’s Bracket his or her first loss, a second Best-of-Five Match Set will be played. Players may choose different characters and exercise any Match Set options for this new Match Set. The Player that wins this final Match Set, thereby giving the other Player his or her second loss to be eliminated from the tournament, is declared the overall winner of the tournament.

Missing Players

Players must be physically present at the call time for a Match Set. Players that are not present and ready to play within ten (10) minutes of this call time are subject to Match Set forfeiture.

Match Disruptions

If a Player intentionally or accidentally pauses a Match by either pressing the Options button or disconnecting a controller, the Player that caused the pause will forfeit the current round of the Match.

If a Match Disruption occurs that is out of control of the Players of the Match Set, such as action of another Player’s un-desynced controller or a Game software crash or console hardware failure making Players unable to continue a Match, the Tour Event Organizer staff member shall order to restart the Match.

Coaching

Players may designate one (1) individual to be their coach during a Match Set. Players may consult with the coach for a maximum of one (1) minute in between Matches in a Match Set. Coaching while a Match is in play is not allowed and is subject to Match forfeiture.

Game Settings

- Game version: PlayStation 4
- Battle Mode: 3 vs. 3 (Default)
- Time Limit: 300 seconds (Default)
- Input Delay: 0 (Default)

- Stage: Random
- Music: Auto

5. TOUR SCHEDULE

The Tour will commence in June 2019 and end in Early 2020 according to the schedule set forth below, location and dates subject to change (“**Tour Schedule**”):

Event Type	Tour Event	Date	Location
Tenkaichi Event	CEO	June 28-30, 2019	Daytona Beach, FL, USA
Tenkaichi Event	TBA	TBA	TBA
Tenkaichi Event	TBA	TBA	TBA
Saga Event	EVO	August 2-4, 2019	Las Vegas, NV, USA
Tenkaichi Event	TBA	TBA	TBA
Tenkaichi Event	TBA	TBA	TBA
Saga Event	Red Bull Spain	TBA	TBA
Tenkaichi Event	TBA	TBA	TBA
Tenkaichi Event	TBA	TBA	TBA
Tenkaichi Event	TBA	TBA	TBA
Tenkaichi Event	TBA	TBA	TBA
Tenkaichi Event	TBA	TBA	TBA
Tenkaichi Event	TBA	TBA	TBA
Saga	Red Bull Japan	TBA	TBA
Finals	Last Chance Qualifier	Early 2020	France (final Location TBA)
Finals	Championship	Early 2020	France (final Location TBA)

6. ELIGIBILITY

This Tour is only open to Players who, from the time of entry, until all Prizes have been awarded: (a) are of the age of majority in the jurisdiction in which the Tour Event they attend is located or who have received explicit permission from their parent or guardian; (b) are legal residents of one of countries specified in the Territory; (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 Tour Group, each of its respective parents, affiliated or related companies, agencies, suppliers of the materials or services related to this Tour, 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**”). 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 Tour would subject Tour Group to any tax, duty, tariff, or other fee mandated by local law.

7. HOW TO ENTER & ENTRY CONDITIONS

- Players that meet the Eligibility Criteria can register to be part of a corresponding Tour Event (excluding the Finals) by such means of registration as specified by the applicable Tour Event Organizer. Finals information, including registration for the Last Chance Qualifier, will be provided at a later date. As between BNE and the Player, BNE 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 each Tour Event by visiting the Tour Website.

- b. By registering or otherwise participating in the Tour, 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, including the Arbitration Agreement and Class Action Waiver, 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 Tour Group.
- c. In connection with the Tour, 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**”) of any third party and any content or materials provided by a Player will be free from all liens, charges, encumbrances, restrictions, licenses, equities, and claims of any third party; (ii) 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.
- d. All Player participation is subject to verification. Tour Group reserves the right to disqualify any Player that Tour Group reasonably suspects provided forged, altered, or false information, or that has otherwise failed to comply with these Rules.

8. PRIZES

Prizes will be awarded to top placers at each of the Tenkaichi Event, Saga Event, and Finals Championship Events. Prize payments will be made in United States dollars (except for any Tour Event in Japan, which will not have a cash prize) and will be made in accordance with industry standard payout methods and timetables.

Placement	Tenkaichi Event	Saga Event	Finals Championship Event
1st	\$350	\$3,000	\$24,000
2nd	\$200	\$1,700	\$13,600
3rd	\$120	\$1,200	\$9,600
4th	\$90	\$900	\$7,200
5th	\$70	\$700	\$5,600
7th	\$50	\$300	\$2,400
9th	-	\$200	\$1,600
13th	-	\$100	\$800

9. PRIZE RESTRICTIONS

- a. In order to receive a Prize identified in the above-referenced notification, each Prize Winner must: (i) execute, scan and email to the Tour Organizer and/or Tour Event Organizer, as applicable, 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 Tour Organizer and/or Tour Event Organizer, as applicable, a written release, releasing the Tour Group from any liability in connection with this Tour, 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 Tour 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**”).

- b. A Prize Winner’s Prize may be forfeited if: (i) Prize Winner fails to respond to within twenty-four (24) hours of the attempted notification described, above; (iii) Prize Winner fails to provide proof of fulfillment of the Eligibility Criteria (if requested) in a timely manner; (iv) Prize Winner fails to provide a completed Affidavit General Release, Travel Release, or Tax Documentation as described above; (v) Prize Winner violates or otherwise fails to comply with the Rules; or (vi) Prize Winner expressly declines a Prize. In the event a Prize Winner’s Prize is forfeited, the Tour Group shall have no further obligation to that Prize Winner and, at Tour Group’s sole discretion, such Prize may be awarded to another Player, within the Tour Group’s discretion (time-permitting).
- c. Proof of entry submission does not constitute proof of receipt. Decisions of Tour Group will be final and binding on all matters pertaining to this Tour. This Tour is subject to all applicable federal, state, and local laws, of all applicable jurisdictions. Tour 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 Tour Group his or her Prize. Tour 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 Tour and/or Tour 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 Tour 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. Tour Group will not replace any lost or stolen Prizes. To the extent permitted by law, Tour Group makes no representations or warranties with respect to any Prize. If a Prize is valued at US\$600 or more, the Prize Winner must provide a valid social security number for tax reporting purposes before such Prize will be awarded. Any Prize Winner who receives from Tour Group Prizes valued at US\$600 or more in a calendar year will receive an IRS form 1099 after the end of the calendar year in which such Prizes were awarded, and a copy of such form will be filed with the Internal Revenue Service (IRS), or such other tax form as may be required by the laws of the jurisdiction in which such Winner resides. In addition to the tax liability disclosures in these Rules, each Winner shall abide by the laws, rules, and regulations of such Winners legal residence, including without limitation as applicable to income reporting the payment of taxes and withholdings due.
- d. Except as expressly provided herein, all taxes, costs, and expenses incurred in connection with the Tour 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 and regulations 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 Tour Group. Any violation by a Prize Winner of the foregoing terms, conditions, policies, rules and regulations constitutes a violation by such Prize Winner of these Rules.

10. CODE OF CONDUCT

- a. All Players are expected to exhibit good sportsmanship and maintain respect for the Tour, Tour Group, and all staff and members thereof, as well as other Players and spectators. Players are expected to exhibit good sportsmanship, honesty, and fair play. Any Player behaving inappropriately or in violation of the Code of Conduct, or not competing in compliance with these Rules, as determined at the discretion of BNE (or if delegated by BNE, the Tour Organizer and/or Tour Event Organizers), are subject to immediate disqualification from the Tour Event, future participation in the Tour, and forfeiture of potential Prizes. Behavior that is considered to be inappropriate and in violation of the Code of Conduct includes, but is not limited to, the following:
 - i. Harassing, threatening, embarrassing outside of the Game, or doing anything else to another person that is unwanted, including any physical contact.

- ii. Impersonating any person or entity, including any BNE officials, forum leaders, guides, hosts, employees, or agents, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- iii. Transmitting or facilitating distribution of content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy, intellectual property rights or publicity rights, or objectionable, including wearing or using any apparel, accessories, or equipment that violates the foregoing. Hate speech is not tolerated.
- iv. Promoting or encouraging any illegal activity, including hacking.
- v. Impeding or disrupting the normal flow of the Game or any Tour Event.
- vi. Using vulgar language, abusiveness, excessive shouting, “spamming,” or any other disruptive or detrimental methods in an attempt to disturb others.
- vii. Cheating or utilizing banned exploits in connection with the Game.
- viii. Violating any applicable laws including, but not limited to, by posting, transmitting, promoting, or distributing content that violates any applicable law or regulation.
- ix. Doing anything that interferes with the ability of other users to enjoy playing the Game or that materially increases the expense or difficulty of BNE or the third-party service provider (if applicable) in maintaining the Game for the enjoyment of all its users.
 - x. Intentionally disconnecting or quitting during play, except as otherwise requested by a Tour Organizer.
- xi. Gambling or betting on a Match, including on its outcome, and gambling or betting of any kind in the Tour Event venue.
- xii. Engaging in any other known or unknown manner of tampering with gameplay in ways not generally allowed in fighting game tournaments.
- xiii. Violating any other terms or policies communicated by BNE from time to time, including the Game’s EULA.

11. INTELLECTUAL PROPERTY RIGHTS

- a. BNE and/or its nominees retain all right, title, and interest in the Game, including all Intellectual Property Rights therein. All uses of the Game apart from those contemplated by this Agreement shall be subject to BNE’s prior written approval, which may be approved or disapproved in its sole discretion. All rights not expressly granted by BNE herein are hereby reserved by BNE.
- b. Insofar as permitted by applicable law, all Deliverables, including all Intellectual Property Rights therein, will be and will remain the sole and exclusive property of BNE and/or its nominees, and BNE and/or its nominees will have the sole and exclusive right to use, sell, license, sublicense, translate, publish, disseminate, publicly perform, publicly display, advertise, distribute, transfer, enforce, or otherwise commercially exploit such Deliverables, without any compensation or obligation to Player.
- c. Insofar as permitted by applicable law, all Deliverables will be considered “work(s) made for hire” and any copyrights in and to such Deliverables, anywhere in the world, belong and will belong solely and exclusively to BNE and/or its nominees, in perpetuity, throughout the world. Each Player hereby irrevocably assigns and agrees to assign to BNE or its nominees, all right, title, and interest to, (a) all copyrights in the Deliverables, to the extent the foregoing “work for hire” provision is deemed void and severed from these Rules, and (b) all other Intellectual Property Rights in and to any Deliverables, whether the same is or has been subject to any application or registration with respect thereto. Player further acknowledges and agrees that the foregoing assignment is and will be made throughout the world, in perpetuity, solely, and exclusively to BNE and/or its nominees, and will be binding upon all successors to Player. Any attempt by Player to assign, license, transfer, or otherwise exploit any Intellectual Property Rights in or to any Deliverables, shall be null and void. Player hereby agrees to take all actions reasonably necessary to fully vest in BNE and/or its nominees all copyrights and other Intellectual Property Rights in and to the Deliverables, throughout the world, and to otherwise satisfy the purpose of this Section.
- d. To the extent the foregoing provisions regarding Deliverables are deemed void and severed from these Rules, such Player hereby grants BNE and/or its nominees a non-exclusive, perpetual, irrevocable, royalty-free, fully-transferable, and sub-licensable right and license to use any Deliverable in any way, throughout the world, for any purpose, including copying, adapting, modifying, creating derivative works from, publicly performing, displaying, publishing, broadcasting, transmitting, distributing, and otherwise exploiting such Deliverables, by any and all means and media, whether now known or hereafter devised, for the entire duration of any Intellectual Property Rights held by such Player, in whole or in part, without any further notice or compensation of any kind.
- e. To the extent permitted by applicable law, each individual entrant hereby waives any moral rights of attribution, publication, reputation, or paternity, with respect to any use or enjoyment of such Deliverables, by BNE and/or its nominees, for the entire duration of such rights under applicable law.

12. LIMITATION OF LIABILITY & RELEASES

BY REGISTERING OR OTHERWISE PARTICIPATING IN THE TOUR, EACH PLAYER AGREES THAT THE TOUR GROUP HAS NO LIABILITY TO SUCH PLAYER WHATSOEVER FOR, AND EACH PLAYER HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE TOUR GROUP HARMLESS AGAINST ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: (A) ENTRY OR PARTICIPATION IN THIS TOUR, INCLUDING ANY HOTEL AND TRAVEL ACCOMMODATIONS AND ACCESS TO AND USE OF THE TOUR WEBSITE; (B) ANY CLAIMS BASED ON PERSONAL OR PRIVACY RIGHTS, INTELLECTUAL PROPERTY RIGHTS, DEFAMATION OR PRIZE DELIVERY; OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE OR SUPPLIED EQUIPMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND, THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU. Without limiting the foregoing, but subject to Section 14 the Tour Group shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Tour Website users, or by any of the equipment or programming associated with or utilized in the Tour, or by any technical or human error which may occur in the processing of entries in the Tour; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Tour Group for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation in, or downloading of materials related to this Tour; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein. IN NO EVENT WILL ANY WINNER BE ENTITLED TO ANY FEE, ROYALTY, OR OTHER COMPENSATION OF ANY KIND AS A RESULT OF THE TOUR. BY ENTERING, EACH PLAYER IRREVOCABLY WAIVES ANY RIGHT TO COMPENSATION FROM TOUR GROUP FOR ANY DELIVERABLES OR MATERIALS IN ACCORDANCE WITH THESE RULES. WARNING: ANY ATTEMPT BY A PLAYER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS TOUR OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOUR IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE TOUR GROUP RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

13. DISPUTE RESOLUTION

- a. **DISPUTE RESOLUTION (NON-U.S. RESIDENTS ONLY).** If a Player is a resident of any nation other than the United States of America, such Player or BNE may refer any dispute relating to or arising from these Rules or the Tour to alternative dispute resolution (such as conciliation or arbitration) with the prior written consent of the other party. Notwithstanding the foregoing, these Rules will not prevent a Player from bringing any dispute or claim that may be subject to this Subsection 13.a: (a) to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from BNE on a Player's behalf; (b) bringing against BNE, in any court of competent jurisdiction, any claim that is not arbitrable or for which arbitration is prohibited or restricted by applicable law; or (c) from bringing any claim before a small claims court, subject to the jurisdictional limitations and requirements of such small claims court.
- b. **DISPUTE RESOLUTION (U.S. RESIDENTS ONLY).** If a Player is a resident of the United States of America, by accepting the terms of these Rules, such Player and BNE: (a) agree to resolve certain disputes through mandatory binding arbitration, as set forth in Subsection 13.b, and each subpart thereof (collectively, the "**Arbitration Agreement**"); and (b) agree to expressly waive the right to a trial by jury or to participate in any class action brought against the other party, pursuant to Subsection 13.c (the "**Class Action Waiver**"); unless (b) Player exercises Player's right to opt out of the Arbitration Agreement and/or the Class Action Waiver, as set forth in Subsection 13.d.
 - i. **MANDATORY, BINDING ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PLAYER AND BNE: (A) ACKNOWLEDGE AND AGREE TO RESOLVE ALL DISPUTES AND CLAIMS BETWEEN PLAYER AND BNE THROUGH BINDING ARBITRATION,**

PURSUANT TO THE FEDERAL ARBITRATION ACT, INCLUDING WITHOUT LIMITATION (EXCEPT AS EXPRESSLY SET FORTH IN SUBPART 13.b.iii) ANY DISPUTES OR CLAIMS BASED ON LEGAL THEORIES OF BREACH OF CONTRACT, TORTIOUS INJURY, STATUTORY VIOLATIONS, FRAUD, UNFAIR COMPETITION, RIGHTS OF PRIVACY, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, THAT MAY ARISE OUT OF OR RELATE TO ANY ASPECT OF THE RELATIONSHIP BETWEEN PLAYER AND BNE, ANY TERM OR PROVISION OF THESE RULES, OR PLAYER'S REGISTRATION OR PARTICIPATION IN THE TOUR (EACH, A "CLAIM"); (B) EXPRESSLY AND IRREVOCABLY WAIVE ANY RIGHT TO PURSUE ANY CLAIMS IN COURT OR TO HAVE ANY CLAIMS HEARD OR TRIED BEFORE A JUDGE OR JURY; (C) SHALL NOT BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ARBITRATION AGAINST THE OTHER PARTY, EVEN IF OTHERWISE PERMITTED BY THE FEDERAL ARBITRATION ACT; AND (D) SHALL NOT SEEK TO CONSOLIDATE OR COMBINE ANY ARBITRATION OF ANY CLAIM BY PLAYER OR BNE WITH ANY ACTION OR ARBITRATION BROUGHT BY OR AGAINST ANY THIRD PARTY, WITHOUT THE EXPRESS WRITTEN CONSENT OF EACH SUCH THIRD PARTY AND BOTH PARTIES TO THESE RULES. UNLESS PLAYER SUBMITS A PROPER OPT OUT NOTICE (IN STRICT COMPLIANCE WITH SUBSECTION 13.d), PLAYER AND BNE AGREE THAT ANY CLAIMS AGAINST THE OTHER PARTY WILL ONLY BE CONDUCTED THROUGH MANDATORY, BINDING ARBITRATION.

- ii. **Pre-Arbitration Informal Dispute Resolution.** Prior to initiating arbitration of any Claim subject to this Arbitration Agreement, Player and BNE agree to make reasonable, good faith efforts to informally resolve any dispute or Claim between Player and BNE. The party seeking to raise such dispute or Claim shall send to the other party a written notice describing the nature and basis of such dispute or Claim and identifying the relief sought. All such written notices to BNE must be sent via first class mail to: BANDAI NAMCO Entertainment America Inc., Attn: Legal & Business Affairs Department, 2051 Mission College Blvd., Santa Clara, CA 95054, USA. If Player and BNE do not agree to resolve such dispute or Claim within 30 days after such written notice is received, the party seeking to raise such dispute or Claim may initiate an arbitration action against the other, as permitted by the Arbitration Agreement, above.
- iii. **Arbitration Procedure.** Arbitration is a legally-binding process, through which a party may seek legal remedies from or against another party, similar to a legal action brought before a court, but that generally imposes fewer strict procedural formalities, is held before a third party, neutral arbitrator (instead of before a judge or jury), provides for more limited discovery and potentially reduced legal fees for each party, and is subject to limited review by courts. The procedure for arbitration of any Claim under this Arbitration Agreement will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where applicable, the AAA's Supplementary Procedures for Consumer Related Disputes, both of which are available at: <http://www.adr.org>. Notwithstanding the foregoing, Player and BNE agree that any such arbitration will be conducted in English, and permit the electronic submission of documents and allow participation by phone or by teleconference, or in person, at a mutually agreed location.
- iv. **Excluded Claims.** Notwithstanding the foregoing, the terms of this Arbitration Agreement will not prevent Player or BNE from bringing any Claim: (a) to the attention of any federal, state, or local government agencies with the governmental authority and competent jurisdiction to seek relief on Player or BNE's behalf, from the other party; or (b) before a small claims court, subject to the jurisdictional limitations and requirements of such small claims court.
- v. **Severability of Arbitration Agreement.** Player and BNE agree that, no provision of this Arbitration Agreement shall be enforceable against Player or BNE and all Claims shall be governed by Section 14, below, in the event either: (a) a court of competent jurisdiction conclusively determines that any term or provision of this Arbitration Agreement is unenforceable, prohibited by applicable law, or inapplicable to any Claim; or (b) Player submits a proper Opt Out Notice (in compliance with Subsection 13.d), wherein Player has expressed Player's election to opt out of this Arbitration Agreement.
- c. **CLASS ACTION WAIVER.** PLAYER AND BNE HEREBY AGREE: (i) THAT EACH CLAIM IS PERSONAL TO PLAYER AND BNE, AND SHALL ONLY BE CONDUCTED AS AN INDIVIDUAL ARBITRATION (OR AN INDIVIDUAL COURT PROCEEDING, WITH RESPECT TO CLAIMS EXCLUDED FROM THE ARBITRATION AGREEMENT, PURSUANT TO SUBPART 13.b.iii) AND NOT AS A CLASS ACTION OR OTHER FORM OF REPRESENTATIVE ACTION; (ii) EXPRESSLY WAIVE ANY RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS; AND (iii) THE ARBITRATOR (OR COURT, WITH RESPECT TO CLAIMS EXCLUDED FROM THE ARBITRATION AGREEMENT, PURSUANT TO SUBPART 13.b.iii) MAY ONLY CONDUCT AN

INDIVIDUAL ARBITRATION (OR COURT ACTION, WITH RESPECT TO CLAIMS EXCLUDED FROM THE ARBITRATION AGREEMENT, PURSUANT TO SUBPART 13.b.iii), MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING RELATING TO SUCH CLAIMS. UNLESS PLAYER SUBMITS A PROPER OPT OUT NOTICE (AS DESCRIBED IN SUBSECTION 13.d), PLAYER AND BNE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN PLAYER OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

- i. **Severability of Class Action Waiver.** Player and BNE agree that, no provision of this Class Action Waiver shall be enforceable against Player or BNE and all Claims shall be governed by Section 14, below, in the event either: (a) a court of competent jurisdiction conclusively determines that any term or provision of this Class Action Waiver is unenforceable, prohibited by applicable law, or inapplicable to any Claim; or (b) Player submits a proper Opt Out Notice (in compliance with Subsection 13.d), wherein Player elected to opt out of this Class Action Waiver. In no event may the severance of the Class Action Waiver be interpreted or deemed to constitute consent by Player or BNE to participate in a class action or class arbitration.
- d. **OPT OUT PROCEDURE.** Player has the right to opt out and not be bound by the foregoing Arbitration Agreement and Class Action Waiver, by sending a written notice of Player's election to opt out from such Arbitration Agreement and/or Class Action Waiver (the "**Opt Out Notice**"), in strict compliance with the requirements set forth in the following subparts:
 - i. **Form & Address.** Player's Opt Out Notice must be sent to the following address: BANDAI NAMCO Entertainment America Inc., ATTN: Legal & Business Affairs, 2051 Mission College Blvd., Santa Clara, CA 95054, USA, and either by: (a) first class mail, postage prepaid, certified and return receipt requested; or (b) overnight courier service (such as Federal Express).
 - ii. **Time Limitations.** Unless a longer period is required by applicable law, Player's Opt Our Notice must be postmarked (if sent by first class mail) or deposited (if sent by overnight courier service) within thirty (30) days of Player's initial participation in the Tour.
 - iii. **Required Information.** Player's Opt Our Notice must include: (a) the title of the specific Tour Event to which the Opt Out Notice is intended to apply; (b) Player's first and last name; (c) Player's address; (d) Player's phone number; (e) Player's email address; (f) if Player is a registered user of the Game or any other BNE product or service, each of Player's usernames for the Game and such other BNE products and services; and (g) a statement that Player does not agree to the Arbitration Agreement and/or to the Class Action Waiver. BNE may use the foregoing information included in the Opt Out Notice to record, process, maintain, and administer Player opting out of the Arbitration Agreement and/or Class Action Waiver, as applicable, but not for marketing purposes.
 - iv. **Effects of Proper Opt Out Notice.** If Player's Opt Out Notice meets all of the above requirements, Player and BNE will be deemed to have opted out of the Arbitration Agreement and/or Class Action Waiver, subject to Player's statement in such Opt Out Notice, with respect to these Rules. Submission of a valid Opt Out Notice applies only to Claims arising from or relating to the Tour and the Rules identified herein, as between BNE and the individual identified in such Opt Out Notice.
 - v. **Effects of Improper Opt Out Notice.** If Player submits an Opt Out Notice that fails to meet any of the requirements set forth in the above, Player and BNE will be bound by the Arbitration Agreement and Class Action Waiver set forth in these Rules.

14. GOVERNING LAW, VENUE SELECTION, & INTERPRETATION

All issues and questions concerning the construction, validity, interpretation and enforcement of these Rules, or the rights and obligations of each Player and the Tour Group in connection with the Tour, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Except as prohibited by applicable law, by registering or otherwise participating in this Tour, each Player and each member of the Tour Group agrees that: (a) for claims and disputes not subject to the Arbitration Agreement in Section 13.b, above, exclusive jurisdiction for any claim or action arising out of or relating to these Rules and/or the Tour shall be the federal or state courts that govern Santa Clara County, California, and Player expressly consent to the exercise of personal jurisdiction of such courts; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Tour; (c) each individual entrant and member of the Tour Group hereby expressly waives any right to seek attorneys'

fees in connection with any dispute, claim, or cause of action against the other; and (d) under no circumstances will an individual entrant or a member of the Tour Group be permitted to obtain awards for, and hereby waives all rights to seek, indirect, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE RESTRICTIONS IN THE EVENT OF DISPUTE OR LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO. If any provision of these Rules is invalid or unenforceable under applicable law, rules or regulations of a particular jurisdiction, such provision will apply only to the extent permitted by such law, rule or regulation and all other provisions of these Rules shall be construed as if the invalid or unenforceable provision was not contained therein. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. Tour Group's failure to enforce any term of these Rules shall not constitute a waiver of such provision.

15. FORCE MAJEURE

Each Player acknowledges and agrees that the Tour Group will not be liable or responsible to such Player, nor be deemed to have defaulted under or breached these Rules, for any failure or delay in fulfilling or performing any obligation under this Agreement, when and to the extent such failure or delay is caused by or results from: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared), terrorist threats or acts, riot or other civil unrest; (d) government order or law; and (e) actions, embargoes, blockades, declarations of national or regional emergency, or other acts of governmental authority that commence after the Effective Date of this Agreement (each, a "*Force Majeure Event*").

16. TRANSFER OF INFORMATION

All personal information Players provide when entering the Tour, and that each Prize Winner provides in accepting a Prize, will be collected, used, and disclosed by the Tour Group for the purposes of administering the Tour and Prize fulfillment. Aggregated and anonymized entrant information may be used by the Tour Group to communicate about the Tour to its retailers and distributors. By registering for and/or participating in the Tour, 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. Except to the extent prohibited by applicable law, by accepting a Prize, each Prize Winner agrees to Tour Group's use of his or her name, city and state of residence, picture, biographical information, statements, voice, and likeness in any advertising and publicity Tour Group may conduct relating to the Tour in any media or format, whether now known or hereafter developed, including but not limited to on the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Except as otherwise set forth in these Rules, as between BNE and Player, the applicable BNE privacy policy, depending on a Player's country of residence, will apply to information submitted or collected by BNE in connection with the Tour. Please note that by accepting these Rules, Player acknowledges and agrees that Player is also accepting the terms of the applicable BNE Privacy Policy for any information submitted or collected by BNE. Any information submitted or collected by third parties may be subject to such third parties' applicable privacy policy, and BNE is 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 such third parties.

17. ADDITIONAL TOUR EVENT RULES

In addition to abiding by these rules, Players must agree to abide by any reasonable additional rules that conform to the spirit of and do not conflict with these rules, as announced in advance and applied by each applicable Tour Event. In the event that any terms or conditions contained in any such additional rules for a Tour Event are inconsistent or conflict with these Rules, the terms and conditions of these Rules will control over the terms of such additional rules.

18. WINNER'S LIST & TOUR ORGANIZER CONTACT INFORMATION

The names of Prize Winners and a copy of the Rules are available on the Tour Website. Players are hereby authorized to copy these Rules on the condition that it will be for such individuals' personal use only. Any questions, comments, or complaints regarding the Tour are to be directed to the Tour Organizer.

