POKÉMON UNITE INDIA OPEN OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE "ZONES" AS DEFINED IN THESE RULES AND WHERE PROHIBITED BY LAW.

IF YOU ARE A MINOR IN YOUR PLACE OF RESIDENCE, YOU MUST HAVE PERMISSION FROM YOUR PARENT OR LEGAL GUARDIAN TO PARTICIPATE. MANY WILL ENTER, FEW WILL WIN. COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION WILL BE IN ACCORDANCE WITH THE ADMINISTRATION'S AND HOSTS' ONLINE PRIVACY POLICIES AS SET OUT IN THE PRIVACY SECTION OF THESE OFFICIAL RULES.

PARTICIPATION CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES (the "Official Rules") AND TO ADMINISTRATION'S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE TOURNAMENT. THESE Official Rules SERVE AS THE PRIMARY GOVERNING DOCUMENT FOR ALL ELEMENTS OF THE 2022 POKÉMON UNITE INDIA OPEN (the "Program") AND APPLIES TO ALL PLAYERS, TEAMS, OR ANY OTHER AFFILIATES OR PERSONS COMPETING IN ANY ELEMENT OF THE PROGRAM (each a "Participant" and collectively the "Participants").

- **1. ELIGIBILITY:** NO PURCHASE NECESSARY. No experience necessary. Pokémon UNITE is free to download. Pokémon UNITE INDIA OPEN ("**Tournament**") is open to players who are 16 years of age or older* prior to the Official Start Date of any tournament within the Program and who meet the following criteria:
 - Have a Discord account in good standing at the time of entry and throughout the Program.
 - Reside in a region supported by the Play! Pokémon India Zones for North Zone (NZ), South Zone (SZ), West Zone (WZ), East Zone (EZ), Central Zone (CZ), North East Zone (NEZ),. For a full list of eligible territories/regions, refer to Section 4.
 - All Region players should have a valid Player ID through a Play! Pokémon account in good standing at the time of entry and throughout the Program ("Account");

2. ADMINISTRATION.

The Administration reserves the right to change, update, and modify these Official Rules at any time, for any reason, without advance notice.

3. CONDITIONS OF PARTICIPATION. Administration reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Tournament and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Administration may remove an entrant who, in Administration's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. Additionally, the Administration may modify, cancel, terminate, and/or suspend the Tournament if, in the Administration's sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of the Tournament. If the Tournament is terminated before the stated end date of the Tournament Period, the Administration in its sole discretion reserves the right to forfeit prizes.

^{*}All players will require a minimum age of 16 years old to participate in the Tournament

- **4. FORMAT.** The following Tournament Formats will be used throughout the Program:
 - Zonal Qualifiers BO1
 - Zonal Final BO3
 - National Playoff Stage 1 BO3
 - National Playoffs Stage 2 BO3
 - National Finals BO5
 - Single Elimination ("SE"): This will be utilized from the first round of Qualifier until the Zonal Finals. Teams will be placed into groups, where every Team will play 1 Match against each other Team in their group. Each Match will be a Best-of-1 or Best of 3 as per format.
 - Round Robin ("RR"): This will be utilized from the National Playoffs Round Stage 1 Teams will be placed in two groups and play one match against every team. Each win will be rewarded two Points and Each Match will be a Best of 3 as per format.
 - **Double Elimination Bracket ("DE"):** This will be utilized from the National Playoffs Stage 2 until the Grand National Finals and will be played in a DE Bracket Format. The first Team to win three (3) games will win the match and advance into the next round of the Winner's Bracket, the losing Team will be placed into the Loser's Bracket. If a Team loses in the Loser's Bracket, the Team will be eliminated from the tournament. The Tournament progresses until completion, where a certain number of teams remain, as defined in the Competitive Structure below.

Competitive Structure: The Program's competitive structure contains Three primary competition types:

 Open Qualifier - Tournaments open to all eligible players. Open Qualifiers follow a SE bracket format. Match Will Happen in 6 Different Zones. Each Zone will have separate Qualifiers. The Winners of every zone will be seeded directly into the Playoffs DE bracket, whereas the Runner up of Every Zone will be played in a round robin.

Zone Details:

- North Zone: Punjab, Rajasthan, Haryana, Himachal Pradesh, Chandigarh, Delhi, Ladakh, Jammu and Kashmir.
- East Zone : Bihar, Jharkhand, Odisha, West Bengal
- West Zone: Goa, Gujarat, Maharashtra, Dadra and Nagar / Haveli / Daman and Diu
- South Zone: Andhra Pradesh, Karnataka, Kerala, Telangana, Tamil Nadu, Andaman and Nicobar, Lakshadweep, Puducherry.
- **Central Zone**: Chhattisgarh, Madhya Pradesh, Uttar Pradesh, Uttarakhand.
- **North East Zone**: Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura, Sikkim.
- Minimum of 3 players from the Registered Roster should have address proof in the same Zone.
- Registered Roster should consist of 5 primary Players (Mandatory) and 2 substitute Players

(Optional)

National Playoffs Stage 1 Round Robin – The Winners of all six Zones finals will be played in a Round Robin Stage, alongside Eight Invited Teams. The 14 teams will be divided into two groups of 7 each and every team will play a total of 6 Matches and the top Four will proceed to the next round i.e DE bracket.

National Playoffs Stage 2 Double Elimination – The Top 4 of both the Groups of Stage 1 will be played in a DE Bracket (BO5).

National Finals – Finals of the National Playoffs Stage 2 will be playing a BO7 in a LAN Finale in India.

5. **HOW TO REGISTER.**

- Registration will be done in https://skyesports.in/pokemonuniteindiaopen/register
- Players must to Join the Skyesports Discord Server upon Registration, Other Tournament Details
 Available in Discord
- Discord Link: https://discord.gg/9m8dwqm
- Players are prohibited from trading, sharing, or otherwise transferring ownership or access to any of their Accounts.

6. MATCH PROCESSES.

- Each Match will be a Best-of-1 or best of 3 or best of 5 or Best of 7 Based on Tournament Format.
- The Team on the top side of the viewable match on the bracket ("Hosting Team") will create the Friendly Match lobby and then share their Lobby ID with their opponents via the Discord Group chat feature.
- The Hosting Team will start once all Players have joined the lobby.
- For BO3 the first Team to win two (2) games will win the Match.
- For BO5 the first Team to win three (3) games will win the Match
- For BO7 the first Team to win four (4) games will win the Match
- At the conclusion of the Match, both the winning and losing Teams must report the Match results on Discord.
- Players are encouraged to take and upload screenshots of their Matches to Discord as evidence of their Match outcome in the event of a dispute.
- Each Team will have 15 minutes after a round has started to either initiate or join the Match lobby. Failure to initiate or join a Match within this 15-minute period will result in a match loss. For Broadcast Matches, teams must follow timelines provided by Administration, which may be provide for less than 5 minutes to initiate and or join the Match lobby.
- Lobby Setting: Custom Battle

7. TOURNAMENT RESTRICTIONS. The following restrictions will apply to all regions:

- Players are only allowed to participate in the Zone in which they reside and register for.
- Players are only allowed to play matches on Mobile Devices
- Minimum 3 Players on a Team must reside in the same Zone.
- Administration reserves the right to prohibit the use of newly released characters from competition.
- Player name changes on Discord will not be allowed.
- Players may only be on one Team at any given point in a Tournament

Player's Ineligibility: If at any time Administration in its sole discretion determines a player is not eligible to participate in the Program, Administration in its sole discretion may eliminate the player from the

tournament and forfeit all potential prizing.

Match Monitoring: All Pokémon UNITE matches will be monitored by judges ("**Staff**") who will act as Administration's representatives and match referees. Staff match decisions are final and binding and will be made solely at the Staffs' discretion.

- **8. TEAM AND ROSTER MANAGEMENT:** Each Team must have a designated leader who will serve as the primary point of contact and have authority over roster changes ("Team Captain"). Teams are permitted to freely change their roster to a maximum of Two players After Qualified to National Playoff in the tournament, subject to the following roster restrictions:
 - Only eligible players can be used as roster replacements. Players are not eligible to compete for more than one Team. For example, a Player cannot be a substitute for a Team competing on a different Team.
- **9. TOURNAMENT RULES** Players are required to always comply with all applicable laws. Players must also abide by the highest standards of personal integrity and good sportsmanship and act in a manner consistent with these Official Rules and the best interests of Administration. Players must behave in a professional and sportsmanlike manner in their interactions with other players and Administration and avoid behavior that detracts from the Tournament gameplay in any way.

Players may not use obscene or offensive gestures or profanity in their Account name, username, in-game name, screen names, email address, Tournament chats/communications, filmed match play, or other public-facing communications of any kind. Administration has sole discretion to determine if content is obscene or offensive. This rule applies to English and all other languages and includes abbreviations and/or obscure references.

Players are expected to settle their differences in a respectful manner and without resorting to violence, threats, or intimidation (physical or non-physical). Violence is never permitted at any time or place, or against any person including other players, fans, Staff and other officials or Administration representatives.

Sportsmanship: Participants of the Program will be held to a high standard of behavior, communication, and action that apply to in-game communications, Discord, any other official communication platform used for the Program, and all social media platforms. Participants are expected to represent the Program in a professional and courteous manner and are strictly prohibited from engaging in communication or actions that could be considered vulgar, toxic, antagonistic, inflammatory, distracting, threatening or generally misrepresent the Administration in relation to the Program at any time.

Tournament Software: Any intentional use, or attempted use, by a player of any bugs or exploits in any Tournament-related software including without limitation, the Pokémon UNITE video game, the Discord chat platform, is strictly prohibited and could result in disqualification of the player by the Administration.

Cheating and Tournament Integrity: Players must compete to the best of their skill and ability at all times. Any form of cheating by a player will not be tolerated and could result in disqualification. Players are prohibited from influencing or manipulating any Tournament match.

No Harassment: Administration is committed to providing a competitive environment that is free of harassment and discrimination. In furtherance of this commitment, players are prohibited from engaging in any form of harassment or discrimination (either in-Tournament or outside the Tournament), including without limitation that which is based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic.

Non-Disparagement: Players have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that players may not make public statements that call into question the integrity or competence of other players, Administration, or their respective agents, affiliates, subsidiaries, representatives, or service providers. Players may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning Administration, Hosts, or any of their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament, or any other product or service of Administration or its agents, affiliates, subsidiaries, or representatives. In addition, players may not encourage members of the public to engage in activities that are prohibited by this section. This section does not, in any way, restrict or impede a player from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

Betting and Gambling: Any form of betting or gambling on any tournament within the Program is prohibited. Players are also prohibited from offering inside information, influence, or in any way participate in betting or gambling through direct or indirect participation.

Confidentiality: The Administration may at times share sensitive or confidential information with Participants. The sharing or distribution of confidential information or material given to Participants by the Administration, either intentionally or unintentionally, is strictly prohibited. Confidential information may include but is not limited to information or material not yet released to the general public, a reasonable person knows or reasonably should understand to be confidential, or information or material designated as confidential by the Administration.

Illegal and/or Detrimental Conduct: A player may not engage in any activity or practice which (i) brings him or her into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from his or her public image, or (ii) is, or could reasonably be expected to be, detrimental to the image or reputation of, or result in public criticism of or reflect badly on, Administration, Hosts, or any of their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament or any other product or service of Administration or its agents, affiliates, subsidiaries, or representatives. For the avoidance of doubt, player affiliation with individuals, entities or brands that are detrimental to the image or reputation of Administration, Hosts, or their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament or any other product or service of Administration or its agents, affiliates, subsidiaries or representatives, as determined by Administration in its sole discretion, will be deemed as a violation of this provision and these Official Rules. A non-exhaustive list of such types of misconduct are as follows:

- Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;
- Sexual assault and other types of sexual offenses;
- Conduct that poses a danger to the safety of another person;
- Animal cruelty;
- Theft and other property crimes; and
- Crimes involving dishonesty.

Each player acknowledges that Administration may have an obligation under applicable law to report illegal activities to local law enforcement authorities or respond to formal inquiries from law enforcement or judicial authorities in jurisdictions where suspected violations bof law have taken place.

IN THE EVENT THAT ANY PLAYER IS SUSPECTED OF VIOLATING ANY OF THE ABOVE TOURNAMENT RULES, ADMINISTRATION MAY, IN ITS SOLE DISCRETION, DISQUALIFY SUCH PLAYER AT ANY TIME DURING THE TOURNAMENT AND/OR REQUIRE THE RETURN OF ANY PRIZE WON.

10. Penalties the Administration reserves the right to consider or enforce penalties on a case by case basis. The Administration will consider the totality of the infraction, including the severity, circumstances, history, consequences/impact, or other relevant factor of the infraction to make a decision or enforce a penalty in the best interest of the integrity of the Program.

The Administration reserves the right to enforce any of the following penalties against Participants and / or Teams found to be in violation of these Official Rules:

- Forfeiture of Game;
- Forfeiture of Match;
- Removal of Player or Team from Tournament (Disqualification);
- Forfeiture of prizing;
- A ban from participation in the Program.
- 11. BROADCAST SUBMISSION REQUIREMENTS: Administration may require players to submit photographs and/or record and submit audio/video to Administration (each a "Submission"). Administration may, in its sole discretion, compile players' Submissions and broadcast or otherwise publicly display Submissions as part of Administration's coverage and publicity of the Tournament for a potential broadcast of general Tournament coverage by Administration. Administration may also prohibit players from live-streaming their matches and may require players to keep their match results confidential until publicly broadcast by Administration. All Submissions:
 - MUST NOT contain material which is (or promote activities which are) in Administration's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, gender identity or expression, or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any jurisdiction where the Submission is created;
 - MUST NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, Submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Administration.
 - MUST NOT include mention or performance of any copyrighted media production including but not limited to books, articles, photographs, artwork, music, etc., or identifying descriptions of any media property other than those of Administration. Submissions must not include commercial music.

IN THE EVENT THAT ANY PLAYER IS SUSPECTED OF VIOLATING ANY OF THE ABOVE BROADCAST SUBMISSION REQUIREMENTS, ADMINISTRATION MAY, IN ITS SOLE DISCRETION, DISQUALIFY SUCH PLAYER AT ANY TIME DURING THE TOURNAMENT AND/OR REQUIRE THE RETURN OF ANY PRIZE WON.

- **12**. INTELLECTUAL PROPERTY LICENSE AND ASSIGNMENT: By submitting a Submission, you agree that such Submission, including all rights embodied therein, are deemed to be non-confidential and nonproprietary and Administration shall have no obligation of any kind with respect to such Submission. Administration shall be free to edit, exploit, modify, publish, reproduce, use, disclose, disseminate, and distribute the Submission to others without limitation in any and all media now known or not currently known, throughout the world in perpetuity for any purpose without compensation, permission or notification to you or any third-party. You hereby grant to Administration and its legal representatives, successors and assigns, an irrevocable and worldwide license to use in perpetuity the Submission in any form or format and to modify the same and acknowledge and agree that if Administration does use the Submission, you shall not be entitled to any credit, consideration, notice or payments of any kind. You waive any moral rights you may have to the Submission and agree that if Administration elects to use the Submission for any purpose, all rights under copyright or other intellectual property rights which may result from that relating to your Submission or from use of the same by Administration shall be the sole property of Administration. You further agree that if Administration elects to use your Submission, you (or your parent/legal guardian if you are a minor) will execute any documents requested by Administration regarding this assignment. IF ANY USE BY ADMINISTRATION OF THE SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, YOU AGREE TO INDEMNIFY ADMINISTRATION AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSION.
- grant to Administration, Hosts, and their respective agents, affiliates, subsidiaries, representatives or service providers (which grant will be confirmed in writing on Administration's request), the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, your name, Account username, portrait, picture, avatar, voice, likeness, social media handle(s), opinions and biographical information (including but not limited to hometown and state/country) for advertising, trade, and promotional purposes without additional consideration, compensation, permission, or notification.
- 14. LIMIT. ONE (1) ENTRY PER PERSON (REGARDLESS OF THE NUMBER OF EMAIL ADDRESSES OR REGISTERED MEMBER ACCOUNTS), or PER EMAIL ADDRESS (REGARDLESS OF WHETHER MORE THAN ONE PERSON USES THE SAME EMAIL ADDRESS). Only entries received online in accordance with these Official Rules will be accepted. No other forms of entry fax, mail, email, phone or other will be accepted. Entry materials/data that have been tampered with or altered are void.

15. PRIZES

POKEMON UNITE INDIA OPEN	
Rank	Prize Allocation(INR)
1	11,25,000
2	5,25,000
3	3,00,000
4	1,50,000
5	50,000
6	50,000
7	25,000
8	25,000

16. POTENTIAL WINNERS. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATION, WHOSE DECISIONS ARE FINAL. ADMINISTRATION SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. A PLAYER IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PLAYER'S ELIGIBILITY HAS BEEN VERIFIED AND PLAYER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ADMINISTRATION WILL NOT ACCEPT SCREENSHOTS, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY REGISTRATION THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON MAY BE DEEMED A DEFECTIVE REGISTRATION AND VOID.

Potential winners will be notified via email (or overnight mail) sent within fifteen (15) business days following the end of the Tournament Period to the address provided on the registration form.

A potential winner will be disqualified if (i) they do not comply with these Official Rules (or is otherwise determined to be ineligible), (ii) they do not respond to the prize notice within ten (10) days of its transmission (or receipt, if mailed), or if the emailed prize notice, after three (3) attempts, is returned as undeliverable, or (iii) the prize is undeliverable for any reason. If Administration notifies, or seeks to deliver a prize to or otherwise attempts to contact a potential winner, and such potential winner is subsequently disqualified, then Administration shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prize (e.g., may choose to donate the prize to another entity, at its sole discretion).

Winning a prize is contingent upon fulfilling all requirements set forth herein. Winners are solely responsible for any and all expenses, (e.g., meals and gratuities), relative to participation in the Tournament (including acceptance of any prize) not specified herein.

17. ADDITIONAL CONDITIONS. Participation constitutes the entrant's full and unconditional agreement to these Official Rules and to Administration's decisions, whose decisions are final and binding in all matters related to the Tournament.

Administration reserves the right to conduct a background check of any and all records of any potential winner/travel companion, including without limitation, civil and criminal court records and police reports, and potential winners and their travel companions agree to submit to such background checks. To the extent necessary under law, the winner/travel companion shall authorize this background check. Administration may also take all steps necessary to corroborate any information provided to Administration by the winner/travel companion in his/her interview. In that regard, the winner/travel companion will be obligated to provide necessary contacts and information so that the Administration may conduct such an investigation. Administration reserves the right (at its sole discretion) to disqualify a winner/travel companion based on the background check, and select an alternate.

CAUTION: ANY PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE THE LEGITIMATE OPERATION OF THIS TOURNAMENT OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES AND FINES; AND ADMINISTRATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- **18. RELEASE AND INDEMNITY.** By participating in this Tournament and/or receiving a prize, players agree to release and to indemnify and hold harmless Administration, Hosts, and each of their respective related companies, and all of their respective officers, directors, employees and agents (collectively, the "**Released Parties**") for any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Tournament (or related activities) or the acceptance, possession or use/misuse of a prize.
- LIMITATIONS OF LIABILITY. THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, 19. AND SHALL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PLAYERS ERRORS OR BY ANY EQUIPMENT, HARDWARE, SOFTWARE OR PROGRAMMING ASSOCIATED WITH THE TOURNAMENT, INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE, REGISTRATION OR PARTICIPATION IN THIS TOURNAMENT OR IN ANY TOURNAMENT RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE TOURNAMENT CANNOT OPERATE AS PLANNED, OR IF ANY PRIZE CANNOT BE AWARDED, DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, THREATENED OR ACTUAL PUBLIC HEALTH CRISES (INCLUDING WITHOUT LIMITATION EPIDEMICS AND PANDEMICS, AND ANY SHUTDOWNS OR STAY-AT- HOME ORDERS RELATED THERETO), WEATHER, OR TERRORISM. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY UNAVAILABILITY OF OR INTERRUPTIONS TO ANY SERVICE OR EQUIPMENT USED IN CONNECTION WITH THE TOURNAMENT, INCLUDING WITHOUT LIMITATION (1) INTERRUPTIONS TO ANY NETWORK, SERVER, INTERNET, WEBSITE, TELEPHONE, SATELLITE, COMPUTER OR OTHER CONNECTIONS (2) FAILURES OF ANY TELEPHONE, SATELLITE, HARDWARE, SOFTWARE OR OTHER EQUIPMENT, (3) GARBLED, MISDIRECTED OR JUMBLED TRANSMISSIONS, OR TRAFFIC CONGESTION, OR
- (4) OTHER ERRORS OF ANY KIND, WHETHER HUMAN, TECHNICAL, MECHANICAL OR ELECTRONIC, OR (5) THE INCORRECT OR INACCURATE CAPTURE OF ENTRY OR OTHER INFORMATION OR THE FAILURE TO CAPTURE ANY SUCH INFORMATION. BY PARTICIPATING IN THIS TOURNAMENT, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE OR SOFTWARE PLATFORM ASSOCIATED WITH THIS TOURNAMENT OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH WEBSITE OR SOFTWARE PLATFORM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS TOURNAMENT, INCLUDING ANY WEBSITE OR SOFTWARE PLATFORM ASSOCIATED WITH THIS TOURNAMENT AND ALL PRIZES, ARE

PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.