

OFFICIAL TOURNAMENT RULES

1. **COMPETITION OVERVIEW** Competitions/Tournaments are governed by these Official Rules ("Rules"). Every player participating must read, understand, and agree to the Rules before participating in the tournament. Any failure to follow them will result in punitive measures.

2. **ELIGIBILITY** As of the start date of any Devils Gaming Group ("DGG") Event in which they qualify to compete, players who wish to compete must:

- Be a legal resident of the 50 United States or District of Columbia.
- Be at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older).
- Have a valid Account.
- Own or have access to the game title and console (Xbox, PlayStation, Nintendo, PC, etc.).
- Have a valid and active Console account.
- Players must have an acceptable, non-offensive gamertag. We reserve the right to review all gamertags at our discretion and remove any player who we deem has an unacceptable gamertag.
- Directors, officers, members, managers, and employees of the New Jersey Devils LLC and Devils Entertainment Arena LLC (collectively, "Organizer"), the National Hockey League and its member teams, and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and "step" child, wherever they may live) of each are not eligible to win any prize.

3 . **GAMEPLAY FORMAT AND SETTINGS:** See Above

4. **EXTRA TIME:** If the game title doesn't offer an automated solution when matches end in a tie, the tiebreaking procedure will be noted in an Announcement pinned to the Tournament page. Please consult the Tournament's Moderator.

5. **DISCONNECTION:** Having a stable connection is your responsibility. In the event of a disconnect, restarts are solely decided by Tournament Administrators and a decision will be communicated to the Player(s).

6. **NO SHOWS AND FORFEITS:** Each player has up to a maximum 15 minutes from the time a match notification is sent to begin play. If in determination, a player was not ready begin in time, it will be considered non-appealable forfeit.

7. **CONCEDING MATCHES:** Players should fully complete each match, if at all possible. Should a player decide to concede a match, the player will need to provide a reason via the DROP DOWN BOX as well as in the CHAT PORTION of the game. Full points will not be awarded to the player that concedes.

8. **PAUSES:** Pausing should not be used. Pausing without cause, even with confirmation from opposition, may result in a non-appealable forfeit or other repercussions from Tournament Administrators.

9. **TOURNAMENT COMMUNICATIONS.** During the competition, Players should remain active in the chatroom provided for each match. Any relevant tournament information should be shared amongst the competing Players in this chatroom. If you need to contact an admin for any reason, please do so.

10. **SPORTSMANSHIP AND PROFESSIONALISM.** All Participants are required to act in a respectful and sportsmanlike manner at all times. Tournament Administration maintains the sole right in judgement for violations of these rules and standards of integrity for good sportsmanship. Participants may not use language or engage in conduct that is deemed by Tournament Administration to be obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, or otherwise offensive or objectionable. Likewise, Players may not promote or incite hatred or discriminatory conduct. Participants may not offend the dignity or integrity of a country, private person or group of people through contemptuous or discriminatory words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion, financial status, birth, sexual orientation, or any other reason. Cheating will not be tolerated. It is each Participant's responsibility to know and understand the rules as they exist during the Tournament period. Any form of cheating will not be tolerated. If a Tournament Administrator determines that a Player, Roster Captain, Roster Manager or any of their agents or other representatives is cheating or otherwise interfering with the Tournament, that individual will face ejection and or other appropriate penalties determined by Tournament Administration.

11. **COMPETITION PERIOD.** The competition period lasts from one hour before the first game as stated by the tournament brackets to elimination or victory in the tournament.

12. **PRIZES.** There will be one prize. Prizes will differ for every tournament and are stated under the Prizing section within the tournament. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Organizer reserves the right to substitute a prize of comparable or greater value for any prize. Organizer will not replace any lost or stolen prizes or prize components. Only the number of prizes stated under the Prizing section are available to be won in the Competition/Tournament. Prizes involving tickets for Organizer events shall be subject to additional terms and conditions.

13. **SELECTION OF WINNERS.** All valid entries are tournament players who accept these rules & regulations. There will be one winner per tournament unless otherwise stated. The Competition winner will be the person who wins the tournament by winning every bracket they play in. The winner will be notified (which may be via a public announcement on the Club's website, social media channels or other relevant channel) no later than 7 days after the tournament end date and asked to message the Club with further contact details (if necessary). If a potential winner of a Prize has not confirmed receipt of the notification 14 days after the match specified on the competition page or is not eligible to enter the Competition or receive the Prize (for any reason), Organizer reserves the right to either (i) select an alternative winner on the same basis as described above (who will be given a reasonable deadline to respond); or (ii) not award the Prize. The winner may be asked to provide identification and proof of address proving their eligibility before they are entitled to receive the Prize. Winners may be required to participate in further publicity or advertising. Unless otherwise agreed, the Prize will be delivered to the winner by post. Accepting the Prize constitutes acceptance of these terms and conditions. Notwithstanding this, if a winner does not confirm agreement and acceptance of these terms and conditions, Organizer reserves the right to withdraw the Prize and select an alternative winner on the same basis as described above. **EACH WINNER IS SUBJECT TO VERIFICATION BY ORGANIZER, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE TOURNAMENT. A PLAYER IS NOT A PRIZE WINNER**

UNLESS AND UNTIL PLAYER'S ELIGIBILITY HAS BEEN VERIFIED AND PLAYER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

14. WINNER LIST. The winner must provide, and consent to his/her surname and county of residence being made publicly available upon request. Each winner's name will be available for a period of 28 days after the selection of the winner.

15. LIMITATIONS OF LIABILITY.

Organizer, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "Released Parties") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Organizer or the Released Parties' reasonable control; (c) any Tournament disruptions, injuries, losses or damages caused by events beyond the reasonable control of Organizer or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Tournament.

By entering the Tournament, you release Organizer and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

PLAYERS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE ORGANIZER AND ADMINISTRATOR FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR PARTICIPATION IN THE TOURNAMENT OR THE AWARDING, ACCEPTANCE, USE OR MISUSE OF ANY PRIZE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE ORGANIZER OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE TOURNAMENT OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE TOURNAMENT OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE TOURNAMENT OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE TOURNAMENT OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE ORGANIZER, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

16. DISPUTES. EACH PLAYER AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE TOURNAMENT OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY-NEWARK OR THE APPROPRIATE STATE COURT LOCATED IN ESSEX COUNTY, NEW JERSEY. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

17. USE OF WINNER'S NAME, LIKNESS, ETC. To the fullest extent permitted by applicable law, entry into the Tournament constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Tournament, you consent to being contacted by Organizer for any purpose, including marketing and promotional purposes.

18. SPIRIT OF THE COMPETITION. If a player attempts to compromise the integrity or the legitimate operation of this Competition by hacking or by cheating or committing fraud in ANY way, we may seek damages from that player to the fullest extent permitted by law. Further, we may, in our absolute discretion, disqualify that player's entry to this Competition and may ban the player from participating in any of our future promotions, so please play fairly.