

Want to organize a community competition for Paladins®, SMITE®, Hand of the Gods: SMITE Tactics®, or any other Hi-Rez game? Awesome! You can use the following community license for your tournament provided that you comply with all the terms and conditions below. If your tournament falls outside of the scope of this license, reach out to us at [legal@hirezstudios.com](mailto:legal@hirezstudios.com).

### **LIMITED LICENSE FOR COMMUNITY TOURNAMENT**

This Limited License for Community Tournament (the “Agreement”) is by and between Hi-Rez Studios, Inc. (“Hi-Rez”) and you as an organizer of a community tournament event featuring Hi-Rez Game(s) (“You”).

This Agreement is made with reference to the following facts:

1. You desire to organize a community tournament event (the “Tournament”) featuring any of Hi-Rez’s software titles, including but not limited to Paladins, SMITE, Hand of the Gods: SMITE Tactics (the “Hi-Rez Game(s)”); and
2. Hi-Rez desires to grant You a limited license in order to allow You to organize and host the Tournament provided that you comply with the terms and conditions set forth in this Agreement.

You and Hi-Rez therefore agree as follows:

#### **SECTION 1 LIMITED LICENSE GRANT**

On the condition that you agree, fully comply, and continue to fully comply with the terms and conditions of this Agreement, Hi-Rez hereby grants You a limited, revocable, non-exclusive, non-transferable, and royalty-free license (the “License”) to use the Hi-Rez Game(s) which may be used only for the following purposes:

- (a) Use of Hi-Rez Game(s) during the Tournament;
- (b) Public display and performance of Hi-Rez Game(s) during a Tournament at a live venue;
- (c) Live broadcast or transmission of the Tournament via Facebook, Mixer, Twitch, YouTube or other free video-streaming online platform;
- (d) Recording and distributing said recording via Facebook, Mixer, Twitch, YouTube, or other free video-streaming online platform;
- (e) Promotion of Hi-Rez Game(s) to the extent that they are related to the Tournament.

Hi-Rez may, in its sole discretion, modify or revoke this License at any time and without notice, including modifying or revoking it with application to a single tournament organizer (including You).

## **SECTION 2 TOURNAMENT RESTRICTIONS AND REQUIREMENTS**

2.1 The License granted to You in this Agreement is conditioned on the following:

- (a) **You shall** comply with all applicable laws, including registration requirements.
- (b) If You charge Tournament participants an entry fee, the prize pool distributed must be at least equal to the combined total of entry fees received by Tournament participants.
- (c) **You shall not** exceed a collective total of \$10,000 United States Dollars, or the equivalent, for any monetary prizing or value of prizes for all Tournaments organized by You in a calendar year.
- (d) **You shall not** sell any Hi-Rez or Hi-Rez Game(s) merchandise, official or not, at the Tournament without prior written consent from Hi-Rez.
- (e) **You shall not** associate gambling of any kind, including but not limited to raffles and betting, with the Tournament in any manner. Any Tournament prizes must be won by skill in playing the Hi-Rez Game(s) by the participants.
- (f) **You shall not** use or permit the use of Hi-Rez Game(s) in violation of the applicable End User License Agreement or Terms and Conditions of Use associated with such Hi-Rez Game(s), this Community Tournament License, or other direction from Hi-Rez.

## **SECTION 3 ACKNOWLEDGEMENTS AND OTHER OBLIGATIONS**

3.1 You agree and understand that:

- (a) this Agreement does not create any sort of relationship, including but not limited to partnership, joint venture, employment, or franchise between You and Hi-Rez;
- (b) **You shall not** represent or imply that You have any sort of said relationship with Hi-Rez;
- (c) You do not have, and **You shall not** represent to others that you have, the authority to assume or create any obligations, representations, or warranties on the behalf of Hi-Rez;
- (d) Hi-Rez does not endorse or officially support the Tournament in this Agreement. Accordingly, **You shall** notify participants of this fact and **You shall not** represent or

imply otherwise. This is true even if Hi-Rez provides you gems, crystals, runes, or other virtual currency or content to give away.

3.2 **You shall** comply with all applicable laws, regulations, and ordinances in addition to the policies of any service or venue You use in association with the Tournament.

3.3 **You shall** pay for any costs or taxes associated with your use of this License.

3.4 You understand that Hi-Rez will not be liable to You for any special, incidental, consequential, or punitive damages incurred by You or any third party associated with the Tournament.

3.5 **YOU SHALL** DEFEND, INDEMNIFY, AND HOLD HARMLESS HI-REZ AND ITS AFFILIATES, OWNERS, EMPLOYEES, DIRECTORS, AND AGENTS (“HI-REZ PARTIES”) AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, OR LIABILITIES THAT ARISE OUT OF OR RELATE TO THE TOURNAMENT, AND HEREBY RELEASE ALL CLAIMS AGAINST THE HI-REZ PARTIES FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, OR LIABILITIES THAT ARISE OUT OF OR RELATE TO THE TOURNAMENT.

#### **SECTION 4 HI-REZ RIGHTS TO TOURNAMENT CONTENT**

4.1 In consideration of Hi-Rez granting You the License under this Agreement, You hereby grant Hi-Rez a perpetual, irrevocable, unrestricted, and free license to any rights you have in the Tournament content, including but not limited to video, stills, photographs, and created promotional materials, to Hi-Rez to copy, distribute, transmit, publicly display, modify, or sublicense said rights to another party.

4.2 You agree that Hi-Rez may:

- (a) refer to the Tournament and any associated information for marketing or promotional purposes;
- (b) make any Tournament information available to the public;
- (c) use Tournament results for purposes such as qualifying players for official Hi-Rez sponsored competitions.

#### **SECTION 5 MISCELLANEOUS**

5.1 This Agreement will be governed and interpreted under the laws of the State of Georgia, USA.

5.2 If any provision of this Agreement is deemed invalid or unenforceable under applicable law, said provision will only be ineffective only to the extent of such invalidity or unenforceability and the remaining provisions shall not be affected or impaired in any way.

5.3 This Agreement constitutes the entire understanding between You and Hi-Rez. And supersedes any and all previous communications, representations, and understandings, oral or written, that are related to the subject matter of this Agreement.