

## SMITE Tactics Tournament Rules

Last updated on May 12, 2017.

### 1. TERMS OF AGREEMENT.

IMPORTANT LEGAL NOTICE!

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS. THIS SMITE TACTICS TOURNAMENT RULES (THE "RULES") IS BETWEEN YOU AS A PARTICIPANT ("YOU" OR "YOUR") AND HI-REZ STUDIOS, INC. ("HI-REZ").

IF YOU DO NOT AGREE WITH AND ARE NOT AT ALL TIMES IN COMPLIANCE WITH ALL THE TERMS AND CONDITIONS PROVIDED IN THESE RULES, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN A SMITE TACTICS TOURNAMENT (EACH, A "TOURNAMENT").

### 2. DEFINITIONS.

a. "Administrator" means an individual authorized to act in a limited capacity on Hi-Rez's behalf with respect to the interpretation and enforcement of these Rules. For purposes of clarity, Hi-Rez may substitute itself in as an Administrator as that term is used and understood in these Rules.

b. "Card" means content that is obtained inside the Game which Cards makes up a Player's deck.

c. "Game" means the online, multiplayer video-game owned and operated by Hi-Rez and known throughout the world as SMITE Tactics™ on the applicable platform.

d. "Leader" means the primary Player-selected character inside the Game.

e. "Tournament Game" means a single, playable instance of the Game where one Player competes against another Player, with the final outcome being determined after one Player defeats the final objective (i.e., destroying the other Player's Leader), surrenders, or is disqualified.

f. "Player" means an individual who meets all of the eligibility requirements in **Section 3.1**.

### 3. ELIGIBILITY.

#### 3.1 PLAYER REQUIREMENTS.

a. Player Eligibility. Players in the Tournament must meet the following criteria at all times:

i. Be an individual who is at least thirteen (13) years of age or older.

ii. Be an individual who is at least eighteen (18) years of age or older to receive or distribute any prizes or appearance fees, unless your legal guardian or parent is authorized to receive or distribute such prizes and appearance fees on your behalf;

iii. Comply with all policies, terms, and conditions that may apply to you, including those found on the Hi-Rez legal website, located at <<http://www.hirezstudios.com/legal>>, and these Rules; and

iv. Remain in lawful possession of an active Hi-Rez account, which is in good standing.

v. Read, complete, and agree to be bound by all necessary tax documents, and other documents or agreements, as required by Hi-Rez.

vi. Officially qualify for the Tournament through applicable methods approved by Hi-Rez, which may include relegations, prior performance, or other criteria set by an Administrator.

### **3.2 RESTRICTIONS.**

The following restrictions apply at all times:

a. Domicile Rule. Players shall only participate in Tournaments that applies to the region where each is domiciled, as determined by Hi-Rez in its sole discretion.

b. Discretionary Content Ban. Leaders, Cards, or other content inside the Game may be banned by an Administrator at any time. In the event this provision is exercised by an Administrator, the Players will be made aware of such action at the earliest convenience of an Administrator.

c. Player Names. Players shall not change their names, tags, insignia, logos, trademarks, or other identifying characteristics in the Game at any time without advance written permission from an Administrator. Moreover, you understand and agree that your name in the Game shall consist only of alphanumerical characters, which are limited to the letters A through Z and the numbers 0 through 9. Special characters, punctuation, and other symbols may not be used under any circumstances.

d. Inappropriate Assets. Hi-Rez reserves the right to deem any names, tags, insignia, logos, trademarks, or other identifying characteristics used by you as inappropriate. If any material is deemed inappropriate, you shall immediately remove the applicable material and replace it with material that an Administrator approves in writing. Any cost associated with changing inappropriate names, tags, insignia, logos, trademarks, or other identifying characteristics shall be your responsibility.

e. Sponsorships. Your sponsors, or those of other Players, are at all times subject to Hi-Rez's discretionary review. Hi-Rez reserves the right to block, reject, or otherwise interfere with any sponsorship and exclude it from the Tournament and all Hi-Rez content. As an initial matter, Hi-Rez will exercise its rights hereunder and disapprove of any sponsorships with businesses or individuals involved in gambling, narcotics, pornography, firearms, prescription medication, alcohol, tobacco, or illegal activity.

Players will not take any action or inaction that brings either the Player or Hi-Rez into public disrepute, contempt, scandal or ridicule, or that shocks or offends the community or any group or class thereof, or that reflects unfavorably on Hi-Rez or reduces the public relations or commercial value of Hi-Rez's association with the Players.

#### **4. BUGS; DISCLAIMER.**

a. Bugs. Without limiting other provisions in the Rules, if a "game breaking" Bug is known or discovered, you understand and agree that Administrators may impose additional restrictions on you at any time, including before or during any Tournament Game. "Bug" means a bug, defect, error, flaw, fault, or other failure of the Game to perform in accordance with documentation, specifications, requirements, developer expectations, reasonable player expectations, or as described (excluding typographical errors).

b. Bug Reporting. You understand and agree to use best efforts to report any Bugs found promptly at the end of each Tournament Game. Any Players found to be exploiting or using one (1) or more Bugs which are known to said Players or reasonably should be known to said Players shall be immediately disqualified from the Tournament. In addition, you understand and agree to use best efforts to report any Bugs that you become aware of at any time.

c. Limited Disclaimer. Hi-Rez and its respective shareholders, subsidiaries, affiliates, directors, officers, professional advisors, employees, independent contractors, and agencies will not be responsible for: (i) any late, lost, misrouted, garbled, or distorted or damaged transmissions; and (ii) telephone, electronic, hardware, software, network, Internet, or other related malfunctions or failures. Hi-Rez reserves the right to reschedule any Tournament Games based on such technical issues to another date and time, which an Administrator will share with the affected Players.

#### **5. COMPENSATION.**

a. General. Players may receive compensation from Hi-Rez based on participation in a Tournament. Monetary prizes will be paid by Hi-Rez via check or another payment method of Hi-Rez's choosing. All compensation is provided "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Compensation is subject to verification of eligibility, compliance with the Rules, and any other applicable terms and conditions as determined by Hi-Rez in its sole discretion.

b. Financial Reporting. Hi-Rez may send a report that details how compensation (i.e., prize earnings) will be divided among Players. These reports are typically sent after a Tournament. Alterations to a report and compensation structure must be approved by an Administrator in writing.

c. Setoff. You understand and agree that if you fail to follow the Rules, then, without limiting any other remedies Hi-Rez may have, you will pay Hi-Rez (or Hi-Rez may deduct from your compensation) the reasonable costs associated with your misconduct (the valuation of said misconduct to be determined by an Administrator in his or her sole discretion), and, upon Hi-Rez's request and in accordance with an Administrator's instructions, issue a public apology.

d. Forfeiture. You understand and agree that you shall not receive compensation for any Tournament Game where you forfeit the Tournament Game. You further understand and agree that

you shall not receive compensation if you fail to submit to Hi-Rez any forms related to your compensation within the established timeline (e.g., tax forms).

e. Taxation. ALL TAXES ASSOCIATED WITH YOUR RECEIPT OR USE OF ANY COMPENSATION ARE YOUR SOLE RESPONSIBILITY.

## **6. TOURNAMENT PARTICIPANTS.**

### **6.1 YOUR CONDUCT.**

a. Representations. You represent and warrant that:

i. You will at all times follow the Game's End User License Agreement and Hi-Rez's Terms of Use and Service, and any other relevant agreements or documents related to your participation in the Tournament or playing the Game as Hi-Rez may require, all of which are hereby incorporated herein. For example, but not by way of limitation, you will at all times comply with Section 12 (Online Rules of Conduct) in Hi-Rez's Terms of Use and Service.

ii. You will at all times use your best efforts to display superior integrity and well-mannered behavior for so long as you are or intend to remain a Tournament participant. You shall communicate in a responsible, appropriate, and positive manner in all public forums, including, without limitation, on Twitch, Twitter, Facebook, and inside the Game.

iii. You will at all times abstain from poor, undesirable, or negative behavior towards Hi-Rez or its respective shareholders, subsidiaries, affiliates, directors, officers, professional advisors, employees, independent contractors, and agencies, or toward sponsors, or other Players.

iv. You will not manipulate or otherwise exploit the Game, whether directly or indirectly, in order to obtain an unfair advantage over another user, and you will promptly report to Hi-Rez any Player who you have a good faith belief is manipulating or otherwise exploiting the Game to obtain an unfair advantage over others.

v. You will not abuse any spectator client in the Game, including, without limitation, using said client to "stream snipe" or "ghost" other users of the Game.

vi. You will not share Game accounts or use multiple accounts in the Tournament.

vii. You will not participate in any illegal activities while attending or travelling for Hi-Rez events, at all times obeying the laws of the jurisdiction in which such event is held (e.g., the legal drinking age within such jurisdiction).

b. Prohibited Conduct. You understand and agree that all of the following conduct is strictly prohibited:

i. Using any injector, cheat, hack, third party software, third party hardware, or other instruments, tools, materials, or methods to obtain an unfair advantage over other users of the Game.

ii. Inappropriately pausing a League Game, as determined by Hi-Rez or Administrator.

iii. Acting in an unsportsmanlike manner, including, without limitation, (A) taking inappropriate actions toward other Players, the community, Administrators, Hi-Rez personnel, or the general public, (B) taking inappropriate actions in a Tournament Game such as “intentional feeding” or collusion, (C) constantly spamming emotes or other taunts in the Game, (D) verbally taunting another Player, or (E) sending inappropriate messages to another Player before, during, or after a Tournament Game.

iv. Using or otherwise interacting with anyone on Twitch or any other social media or interactive website whenever a Tournament Game that you are participating in is being broadcast by Hi-Rez on Twitch (or an alternative streaming platform of Hi-Rez’s choosing) for the first time, or beforehand if your use or interaction involves or in any way relates to a Tournament Game that has not yet been broadcast by Hi-Rez as described herein.

v. Breaching or otherwise acting in non-compliance with any provision in any agreement that applies to you and Hi-Rez, including, without limitation, the Game’s End User License Agreement, Terms of Service and Use, etc.

vi. Private messaging another Player during a Tournament Game.

vii. Harassment or sexual harassment, disparagement, or any other behavior that makes another person feel unsafe or unwelcome.

viii. Communicating in any way with any other person during a Tournament Game.

c. Interviews and Other Content. During a Tournament, if an Administrator asks you to participate in an interview, whether video, oral, or written, or other additional content, you agree to make yourself available for such requests and to participate in the manner directed by an Administrator and using your best efforts.

d. Multiple and Serious Offenses. If at any time in the previous five (5) years, you are suspended for a total of six (6) or more calendar days or permanently banned by an Administrator, or similarly serious disciplinary action in any organized esports, you shall not be allowed to participate in any Hi-Rez competition, event, or other organized esports, including any Tournament, unless you receive written permission from Hi-Rez’s lead esports Administrator. As of the last amendment date for the Rules (listed at the top of the Rules), the lead esports Administrator is Daniel “HiRezDan” McHugh.

## **6.2 PLAYERS.**

a. Restrictions. Unless determined otherwise by an Administrator, each Player shall use the account name he or she held at the beginning of the Tournament for the entire applicable

Tournament. Players shall not broadcast, livestream, or otherwise distribute footage from any Tournament Games prior to said Tournament Games being broadcast for the first time by Hi-Rez (as further described in **Section 6.1(b)(iv)**).

b. **Scheduling**. Players shall be available to play during the scheduled times provided to them by an Administrator. You understand and agree that will be available no later than the scheduled start time for each Tournament Game. Players may only create a Tournament Game after an Administrator provides them with express permission to do so. Unless an Administrator approves otherwise, each Player shall participate in all Tournament Games or other related events that the Player qualified for, subject to the other restrictions set forth in these Rules (e.g., maximum players in a Tournament Game, etc).

c. **Mandatory Documents and Requirements**. Hi-Rez may provide Players with documents and other requirements at any time. Players must complete all such documents and other requirements, including final signature (where necessary), before a Tournament or by such other time that is disclosed by an Administrator. Failure to do so may result in liquidated damages or other appropriate measures, including, without limitation, liquidated damages equal to ten percent (10%) of any compensation due and payable for each week that the Player has not completed his or her documents and other requirements, and/or the intentional withholding of all compensation due to the Player until all documents and other requirements by the Player are fulfilled.

d. **VOIP**. Players shall at all reasonable times be available to Administrators during each Tournament using a voice-over IP solution or other communications software (the "**Designated VOIP**") disclosed to the Players by the Administrators. This information will be sent by email to each Player.

i. Players who meet the eligibility requirements list in **Section 3.1** and participating in the Tournament are the only non-Administrators allowed to use the Designated VOIP. Any other use of the Designated VOIP is strictly prohibited.

e. **Check-in Duties**. Players shall check-in at such time before the start of the Tournament as designated by Hi-Rez or Administrator. All necessary items such as Player logos and other marks, style guidelines, and other related materials must be provided at the time of check-in. If additional assets are requested by Hi-Rez, the Player shall supply those materials promptly (and the Player agrees that such action shall be necessary and appropriate).

f. **Sales**. Players are not permitted to sell their placement in the Tournament to third parties.

## **7. POLICIES AND PROCEDURES.**

### **7.1 GENERAL RULES.**

a. You must comply with any Game or Tournament rules or instructions by Hi-Rez or Administrator. Hi-Rez or Administrator may select tournament or game formats, timings, and other factors in its sole discretion.

b. Punctuality. You understand and agree that each Tournament Game shall start within one (1) minute of an Administrator's request; provided, however, said Administrator request is made at or after the scheduled time for the applicable League Game. You shall contact an Administrator proactively if, for whatever reason, your Tournament Game is unable to start within the one (1) minute period.

c. Delay of Game. Unless instituted by an Administrator, any delay of a Tournament Game is strictly prohibited. You understand and agree that it is your responsibility to communicate with Administrators about any actual or foreseeable delays.

## **7.2 SETUP TIME.**

a. "Setup Time" means the time before or between Tournament Games.

b. During Setup Time, every Player must: (i) be available for any communication requests from Administrators; (ii) properly test and ensure that all hardware and software that the Player will use is working without any material defects or other issues; and (iii) attend to any personal needs promptly and before expiration of the Setup Time, including reasonable restroom breaks, food, beverages, etc.

## **7.3 LAN RESTRICTIONS.**

a. Players will be provided with forms and other requirements that have strict deadlines in order to participate in a LAN event. Failure to complete the relevant forms and other requirements before the disclosed deadlines may jeopardize or cause revocation of a Player's invitation to a LAN event, at which point the next highest Player in the standings will be invited instead.

c. Players are required to attend LAN events during the designated times of travel, as disclosed by an Administrator. Late arrival and early departures may be requested, but Hi-Rez is under no obligation to approve such requests.

## **8. MISCELLANEOUS.**

### **8.1 DISPUTES.**

a. Definition. The term "Dispute" means any disagreement, controversy, claim, or other issue arising out of or relating to the Tournament that is between you and another Player (such other Player, the "Offended Party").

b. Negotiation. You agree to meet with the Offended Party and negotiate in good faith in order to resolve any Dispute which may arise between you and them.

c. Mediation; Right to Resolve Disputes. If an Administrator determines that a Dispute cannot be settled through negotiation, you and the Offended Party agree to try in good faith to settle the Dispute by mediation led by that Administrator. If settlement is not reached in the timeframe established by Administrator, any unresolved Dispute shall be submitted to Hi-Rez, who reserves the sole right to settle the Dispute by unilateral decision. You understand and agree that Hi-Rez's unilateral decision shall be final and binding upon you and the Offended Party.

d. Temporary Freeze. You understand and agree that if you are involved in a Dispute, as a condition precedent to settlement or a final and binding decision by Hi-Rez, you and the Offended Party shall continue to perform and participate in the Tournament as if no Dispute had occurred. If you fail to comply with this subsection, it will be deemed a waiver of your rights under these Rules and Hi-Rez may immediately issue a final and binding decision, including in favor of the Offended Party, and cite this provision as the sole reason for doing so (without the need for further explanation).

## **8.2 RULES VIOLATIONS.**

a. Liquidated Damages. If Hi-Rez or an Administrator determines you are in breach of any provision of these Rules, you may be subject to liquidated damages, the amount of which shall be determined by Hi-Rez or an Administrator without the opportunity to appeal. Furthermore, you understand and agree that Hi-Rez reserves the right to deduct, divert, withdraw, or set-off the full amount of any liquidated damages assessed to you from any compensation Hi-Rez may owe to you, now or in the future. You shall, upon Hi-Rez's request, promptly take such action and/or provide any such authorizations, consents, instructions, or other documentation, which may be required in furtherance of the foregoing.

b. Other Measures. If Hi-Rez or any Administrator determines you are or may be in breach of any provision of these Rules, you may be subject to disciplinary action at Hi-Rez's or the Administrator's sole discretion, including, without limitation, disqualification, suspension, forfeiture of any and all compensation associated with the Tournament or Game, prohibition from attending future Hi-Rez events, loss of your Game account, etc. You shall, upon Hi-Rez's request, promptly take such action and/or provide any such authorizations, consents, instructions, or other documentation, which may be required in furtherance of the foregoing.

## **9. RULES DISCLAIMER.**

The names of individuals, groups, companies, products, and services mentioned herein, and any corresponding likenesses, logos, and images thereof reproduced herein, have been used for identification purposes only and may be the copyright properties and trademarks of their respective owners. The mention of any person, or the inclusion of a product or service as compensation, does not imply any association with or endorsement by such person and, unless otherwise indicated, no associated or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Hi-Rez's or an Administrator's failure to enforce any of these Rules will not constitute a waiver of that provision.

All rules are subject to an Administrator's interpretation. Hi-Rez reserves the right to modify, add, or delete any provision of these Rules at any time, without prior notice and/or reason. These Rules will be governed, construed, and interpreted under the laws of the State of Georgia, United States of America. Unless otherwise stated, all decisions made by an Administrator pursuant to these Rules are final and binding upon all applicable parties. If you do not agree with all of the rules and stipulations listed above, you may not participate in the Tournament. By requesting entry into the Tournament, you represent and

warrant to Hi-Rez that you have read, understand, and agree to these Rules, and promise to act in compliance with these Rules at all times.