

DreamHack Open Featuring Fortnite - Official Rules

1. Introduction and Acceptance

1.1 Introduction

These **DreamHack Open Featuring Fortnite** Official Rules (“Rules”) govern all stages of the **DreamHack Open Featuring Fortnite at the DreamHack Atlanta Event** (“Event”).

These Rules have been designed to ensure the integrity of competitive play of Fortnite (the “Game”) in connection with the Event, and are intended to promote vigorous competition and to help ensure that all competitive play of the Game is fun, fair, and free from Toxic Behavior (as defined below).

These Rules may be translated into other languages. In the event of any conflict or inconsistency between any translated version of these Rules and the English version of these Rules, the English version shall prevail, govern and control.

1.2 Acceptance

To participate in the Event, each player must agree (or, if a Minor (as defined below), such player’s parent or legal guardian must agree on such player’s behalf) to follow these Rules at all times, including the Code of Conduct in Section 8. A player (or, if a Minor, such player’s parent or legal guardian) may accept these Rules by clicking to accept or agree to these Rules, where this option is made available to you by Epic Games, Inc. (“Epic”) in the Game client. By participating in any game or match that is part of the Event, a player is confirming that he or she (or, if a Minor, his or her parent or legal guardian) has accepted these Rules pursuant to this Section 1.2.

1.3 Enforcement

Event Organizer will have primary responsibility for enforcing these Rules for all players at the Event and may, working with the Event Administrators (as defined below), impose sanctions on players for violations of these Rules, as further described in Section 9.

1.4 Amendments

Epic may update, revise, change, or modify these Rules from time to time. For each player, his or her participation in the Event after any update, revision, change, or modification to these Rules will be deemed acceptance by such player (or, if a Minor, such player’s parent or legal guardian) of these Rules as updated, revised, changed, or modified.

2. Event Structure

2.1 Definition of Terms

2.1.1 Battle Royale

The Game's base mode comprised of 100 individual players, each looking to achieve a Victory Royale. Players are dropped onto the map and must strive to be the last one standing. The game continues until only one player is left remaining.

2.1.2 Elimination

An occurrence where one player entirely depletes the HP and Shield (if any) of another player. Subject to Section 7.1.2, elimination credit is determined by (a) the action feed located at the bottom left corner of the gameplay screen, and (b) the UI illustrating the total number of eliminations earned during a single match; provided, that, in no event shall elimination credit be awarded to a player for any portion of a match following such player's elimination.

2.1.3 Event Administrator

Any Epic employee or member of the admin team, broadcast team, production team, event staff, or anyone else otherwise employed or contracted for the purpose of running the Event.

2.1.4 Game Mode

A specific ruleset, set of gameplay elements, or win conditions for a given match. Game modes can be very broad and may or may not differ from one match to the next. Event Administrators will explain the specific parameters for each game mode before the beginning of a match.

2.1.5 Match

A single instance of competition within the Game that is played until a player or team either achieves a Victory Royale (as defined below) or certain victory conditions are otherwise met.

2.1.6 Placement

A player's or team's time spent in play in a match, relative to that of other players or teams in such match, prior to being eliminated. Placement rank is illustrated in the UI after being eliminated.

2.1.7 Session

A set of matches that is played until a winner or multiple winners are determined by one of the following methods: (a) completion of a set number of matches or (b) completion of a set time period.

2.1.8 Victory Royale

An occurrence where a player or team meets the victory conditions of the current game mode of the match being played. Typically, this refers to obtaining a first place placement finish.

2.2 Schedule

2.2.1 November 18, 1pm - Heat 1

2.2.2 November 18, 5:30pm - Heat 2

2.2.3 November 19, 11am - Heat 3

2.2.4 November 19, 3:30pm - Heat 4

2.2.5 November 20, 10am - Finals

2.3 Rescheduling

Event Organizer may, in its sole discretion, reorder the schedule and/or change the date or time for any match or session of the Event (or change any game mode to be played in connection therewith). However, if the Event schedule is so modified, Event Organizer will inform all players at its earliest convenience.

2.4 Event Format and Scoring - DreamHack Atlanta

2.4.1 Format - Battle Royale

For the Heat Sessions, all eligible players (as determined by Epic in accordance with these Rules) must be over age 13 with a valid DreamHack ticket. Any player under the age of 18 must have a signed parental release form. There will be a total of four (4) available Heat sessions.

Each Heat Session will last approximately three (3) hours. Players may participate in a maximum of ten (10) matches during the Event. Players will earn points based on the scoring system listed in Sections 2.4.2 and 2.4.4 (as applicable). Matches for the Event will count only if the match begins before the Event's session window closes.

At the conclusion of each Heat session, and subject to the terms and conditions herein (including, without limitation, Section 2.5.2), the top point earning players as listed on the in-game leaderboard ("Leaderboard") from each Heat will advance to the applicable Finals session as set out in Section 2.4.5. For clarity, when a player advances to the Finals session, they will not be able to participate in an additional Heat session.

The Finals session will last approximately three (3) hours, with the first match starting ten (10) minutes after the session window begins, and a new match starting every thirty-five (35) minutes thereafter. Players may participate in a maximum of six (6) matches during each session. If a player fails to queue for the playlist and/or misses the start time for a given match, it will be considered to have finished in (or tied for) last place with zero eliminations for that missed

match. Players will earn points based on the scoring system listed in Sections 2.4.3 and 2.4.4 (as applicable). Matches for a session will count only if the match begins before such session window closes.

At the conclusion of the Finals of the Event, and subject to the terms and conditions herein, the top point earning players as listed on the in-game leaderboard (“Leaderboard”) will be awarded prizes as set out in Section 2.5.

2.4.2 Scoring System - Heats (Battle Royale)

Placement

Victory Royale: 60 Points

2nd: 53 Points

3rd: 49 Points

4th: 47 Points

5th: 46 Points

6th: 45 Points

7th: 44 Points

8th: 43 Points

9th: 42 Points

10th: 41 Points

11th: 40 Points

12th: 39 Points

13th: 38 Points

14th: 37 Points

15th: 36 Points

16th: 35 Points

17th: 34 Points

18th: 33 Points

19th: 32 Points

20th: 31 Points

21st: 30 Points

22nd: 29 Points

23rd: 28 Points

24th: 27 Points

25th: 26 Points

26th: 25 Points

27th: 24 Points

28th: 23 Points

29th: 22 Points

30th: 21 Points

31st: 20 Points

32nd: 19 Points

33rd: 18 Points
34th: 17 Points
35th: 16 Points
36th: 15 Points
37th: 14 Points
38th: 13 Points
39th: 12 Points
40th: 11 Points
41st: 10 Points
42nd: 9 Points
43rd: 8 Points
44th: 7 Points
45th: 6 Points
46th: 5 Points
47th: 4 Points
48th: 3 Points
49th: 2 Points
50th: 1 Point

Each Elimination: 3 Points

2.4.3 Scoring System - Finals (Battle Royale)

Placement

Victory Royale: 60 Points
2nd: 53 Points
3rd: 49 Points
4th: 47 Points
5th: 46 Points
6th: 45 Points
7th: 44 Points
8th: 43 Points
9th: 42 Points
10th: 41 Points
11th: 40 Points
12th: 39 Points
13th: 38 Points
14th: 37 Points
15th: 36 Points
16th: 35 Points
17th: 34 Points
18th: 33 Points
19th: 32 Points

20th: 31 Points
21st: 30 Points
22nd: 29 Points
23rd: 28 Points
24th: 27 Points
25th: 26 Points
26th: 25 Points
27th: 24 Points
28th: 23 Points
29th: 22 Points
30th: 21 Points
31st: 20 Points
32nd: 19 Points
33rd: 18 Points
34th: 17 Points
35th: 16 Points
36th: 15 Points
37th: 14 Points
38th: 13 Points
39th: 12 Points
40th: 11 Points
41st: 10 Points
42nd: 9 Points
43rd: 8 Points
44th: 7 Points
45th: 6 Points
46th: 5 Points
47th: 4 Points
48th: 3 Points
49th: 2 Points
50th: 1 Point

Each Elimination: 5 Points

2.4.4 Tiebreakers

Tiebreakers will be determined in the order presented here: (1) total points scored; (2) total Victory Royales in the session; (3) average eliminations in the session; (4) average placement per match in the session; and finally (5) total seconds survived across all matches.

2.4.5 Finals Advancements

Advancement to the applicable Finals will be determined as follows for each Event:

Battle Royale

Heat 1: Top 25 players

Heat 2: Top 25 players

Heat 3: Top 25 players

Heat 4: Top 25 players

Total: 100 players

2.5 Prizes

2.5.1 DreamHack Atlanta

Subject to Section 2.5.2, the following prizes will be awarded to each player based on its placement within the Leaderboard at the conclusion of the Event.

Event Prizes - Battle Royale

Rank	Prize
1st	\$12,000
2nd	\$6,000
3rd	\$5,500
4th	\$5,000
5th	\$4,500
6th	\$4,000
7th	\$3,700
8th	\$3,400
9th	\$3,100
10th	\$2,800
11th	\$2,500
12th	\$1,900
13th	\$1,800
14th	\$1,700
15th	\$1,600
16th	\$1,500
17th	\$1,400
18th	\$1,300
19th	\$1,200
20th	\$1,100
21st-30th	\$1,000
31st-35th	\$800
36th-40th	\$700
41st-50th	\$400
51st-75th	\$300

76th-100th \$200

2.5.2 Prize Restricted Regions

NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THESE RULES TO THE CONTRARY, IF YOU ARE AN INDIVIDUAL IN TURKEY OR RUSSIA (EACH, A "PRIZE RESTRICTED REGION"), YOU ACKNOWLEDGE AND AGREE (AND IF A MINOR, YOUR PARENT OR LEGAL GUARDIAN ACKNOWLEDGES AND AGREES) THAT YOU ARE NOT ELIGIBLE FOR NOR ENTITLED TO WIN ANY PRIZES IN CONNECTION WITH THE EVENT.

2.5.3 Prizing Information

Only the highest scoring players who do not otherwise reside in a Prize Restricted Region (as determined by Epic pursuant to this Section 2.5.3) will be eligible to receive the applicable prizes set forth in Section 2.5.1 ("Winning Players"). No other player with a score lower than the Winning Players or residing in a Prize Restricted Region shall be, at any time or under any circumstances, entitled to win any prizes in connection with the Event.

For clarity, prizes are awarded "as is" with no warranty or guarantee, either express or implied. Prizes are not transferable or assignable and cannot be transferred by Winning Players. Non-cash prizes (if any) cannot be redeemed for cash. All prize details are at the sole discretion of Epic. Winning Players are not entitled to any surplus between actual retail value of prize and approximate retail value and any difference between approximate and actual value of the prize will not be awarded. Winning Players are responsible for any costs and expenses associated with prize acceptance and use not specified herein as being provided. Winning Players may not substitute a prize, but Epic reserves the right, at its sole discretion, in case of justified reasons, to substitute a prize (or portion thereof) with one of comparable or greater value. Additional terms and conditions may apply to acceptance and use of a prize.

Potential Winning Players will be notified by Epic of their status as a potential Cash Prize Winning Player at the email address associated with such players' Epic account within 30 days of completion of the Event, or such other time as reasonably required by Epic for such notification, and will be subject to verification of eligibility pursuant to Section 3 and compliance with these Rules. Potential Winning Players must keep the Epic account that they used to compete in the Event active throughout the verification of eligibility process.

Upon formal notification from Epic, a potential Winning Player shall have 45 days from the date such notice was emailed to respond and provide any information or materials requested by Epic, including the Release (as defined below) for purposes of verification of eligibility pursuant to Section 3. Such response from a potential Winning Player must be delivered to the email address from which Epic's notification was sent or, at Epic's sole option, another email address specified in the notification. The date of receipt by Epic shall be decisive for a potential Winning Player's compliance with the deadlines set forth in this Section 2.5.3.

In the event of (a) the failure by any such player to (i) keep the Epic account that such player used to compete in the Event active throughout the verification of eligibility process or (ii) timely respond to any notification or request for materials or information; or (b) any such player being unable to accept or receive the prize for any reason (including, without limitation, for failure to provide the necessary tax and payment information through Epic's approved tax and payment processing vendors), then in either case (items (a) or (b)), such player shall be disqualified as a potential Winning Player, and such player shall not be entitled to win any prizes in connection with the Event. In such cases, no alternate Winning Player will be named, and Epic shall have the right, in its sole and absolute discretion, to (y) award any prize amounts that would have otherwise been awarded to such disqualified player as part of a future Game competitive event or (z) award any such prize amounts to non-profit causes and efforts. A Winning Player will only be announced once the verification of eligibility process has been completed by Epic pursuant to these Rules.

Winning Players will also be required to provide certain payment information to Epic, including any required tax information forms, in order to receive the prizes. Epic may withhold payment of the prizes if the Winning Player fails to provide the applicable payment forms to Epic in a timely manner.

PRIZES ARE SUBJECT TO APPLICABLE INTERNATIONAL, FEDERAL, STATE, AND LOCAL TAXES (INCLUDING, BUT NOT LIMITED TO, INCOME AND WITHHOLDING TAXES) AND IT IS THE RESPONSIBILITY OF EACH WINNING PLAYER TO (I) CHECK WITH SUCH WINNING PLAYER'S LOCAL TAX ADVISOR TO DETERMINE WHICH TAXES APPLY TO SUCH WINNING PLAYER AND (II) PAY SUCH TAXES TO THE APPROPRIATE TAX AUTHORITY. It is Epic's policy to withhold tax at the backup withholding rates in effect for US and non-US residents. Prize income and tax withholding will be reported on forms (y) 1099-MISC for US residents and 1042-S for non-US residents, and (z) any other relevant tax forms as may be required by applicable law.

Epic will determine the payment method for the prizes in its sole discretion and, except as otherwise required by applicable law, all payments will be made directly to the Winning Player in such Winning Player's capacity as an individual (or, if a Minor, to the Winning Player's parent or legal guardian). For the avoidance of doubt, no prize payments will be made by Epic to any organization, company, or other entity. Each Winning Player will be provided a Prize Acceptance and Release Form ("Release"). Unless restricted by applicable law, each Winning Player (or, if a Minor, such Winning Player's parent or legal guardian) will be required to complete and submit the Release in accordance with the deadlines set forth in this Section 2.5.3.

3. Player Eligibility

3.1 Player Age

3.1.1 To be eligible to participate in any Event match, a player must be at least 13 years old (or such other age, if greater, as may be required in such player's country of residence). If a player is under 18 years of age or the age of majority as defined in such player's country of residence (a "Minor"), such player must have permission from a parent or legal guardian in order to participate in the Event.

3.1.2 Ineligible players who mislead or attempt to mislead Event Administrators by providing false eligibility information will be subject to disciplinary actions as further described in Section 9.2.

3.2 Fortnite EULA

Each player must follow the Fortnite End User License Agreement ("Fortnite EULA") (<https://www.epicgames.com/fortnite/eula>). These Rules add to, and do not replace, the Fortnite EULA.

3.3 2FA

Each player must enable (if not already enabled) Two-Factor Authentication ("2FA") on his or her Epic account. To enable 2FA, players must visit <https://epicgames.com/2FA>, log in to their Epic accounts, and follow the onscreen instructions.

3.4 Epic Affiliation

Employees, officers, directors, agents, and representatives of Epic (including the legal, promotion, and advertising agencies of Epic) and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents, and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Event, and each parent company, affiliate, subsidiary, agent and representative of Epic are not eligible to participate or win.

3.5 Player Names

3.5.1 All team and individual player names must follow the Code of Conduct in Section 8. Epic and the Event Administrators each may restrict or change team and individual player tags or screen names for any reason.

3.5.2 The name used by a team or player may not include or make use of the terms Fortnite®, Epic, or any other trademark, trade name, or logo owned by or licensed to Epic.

3.5.3 The name used by a team or player cannot be an impersonation of another team, player, streamer, celebrity, government official, Epic employee, or any other person or entity.

3.6 Good Standing; Account Level

3.6.1 Players must be in good standing with respect to the Epic accounts used by such players in connection with the Event, with no undisclosed violations. This means that, without limitation, a player's Epic account must be registered in such player's name, and cannot have been previously purchased, gifted, or otherwise transferred from another player.

3.6.2. Players must be free of or served fully any suspensions or other sanctions imposed in connection with a previous violation of any official Epic rules. Additionally, players who receive a competitive ban of 14 days or longer during the Event will be ineligible to (i) participate further in the Event, (ii) participate in the FNCS Chapter 3; Season 3, and/or (iii) participate in the immediately subsequent FNCS season.

3.6.3 A player's Epic account must be level fifty (50) or above. This information can be found in the in-game "Career" tab.

3.7 Additional Restrictions

3.7.1 The Event in all parts is open to players from across the world, except as otherwise provided in this Section. The Event is not open to individuals wherever restricted or prohibited by applicable law or in any country where participation is prohibited by U.S. law. Without limitation of the foregoing, the Event is not open to individuals in Cuba, Iran, Iraq, North Korea, Somalia, Sudan, Syria, and the regions of Crimea, Donetsk, and Luhansk.

3.7.2 The Event is not open to individuals using iOS devices.

3.7.3 For the duration of the Event, only a single player may play on a given game machine (i.e., multiple players cannot participate on the same machine at any point during any Event match).

3.7.4 Players may only have one (1) entry (using one (1) Epic account) into the Event for a given session. Players are expressly prohibited from having additional Event entries using additional or secondary Epic account(s).

3.7.5 Players must be in good standing with DreamHack and meet all venue requirements and additional rules. <https://dreamhack.com/summer/fortnite/>

4. Player/Team Formation Rules

4.1 Solo

4.1.1 Each Solo player (or, if a Minor, such player's parent or legal guardian) must acknowledge and accept these Rules in-game pursuant to Section 1.2 before participating in the Event.

4.1.2 Earned Finals qualification spots (as applicable) cannot be transferred, sold, traded, or gifted to any person or organization.

5. Issues

5.1 Definition of Terms

5.1.1 Bug

An error, flaw, failure, or fault that produces an incorrect or unexpected result, or otherwise causes the Game and/or a hardware device to behave in unintended ways.

5.1.2 Intentional Disconnection

A player losing connection to the Game due to the player's actions. Any actions of a player which lead to a disconnection shall be deemed intentional, regardless of the actual intent of the player. Intentional disconnection is not considered a valid technical issue for the purposes of a remake.

5.1.3 Server Crash

All players losing connection to the Game due to an issue with the Game server.

5.1.4 Unintentional Disconnection

A player losing connection to the Game due to problems or issues with the game client, platform, network, or PC.

5.2 Technical Issues

5.2.1 Due to the nature and scale of online competition, except as otherwise determined by Epic in its sole discretion, matches will not be restarted or made null due to Bugs, Intentional Disconnections, Server Crashes, or Unintentional Disconnections. Except as otherwise determined by Epic in its sole discretion, any technical issues or Bug encounters, whether defined in this Section 5 or not, must be played through and will not be cause for a remake.

5.2.2 Without limitation of the foregoing, players are prohibited from taking advantage of or otherwise exploiting any Bug that allows a player to participate in any Event round or stage without having first qualified for such round or stage pursuant to the terms of these Rules.

5.2.3 In addition, players acknowledge and agree that in participating in a Game competitive event the individual player solely determines which platform to use (i.e., PC, console, or mobile (as applicable)) and understands that he/she may face players competing on a different platform. Additionally, players acknowledge that the different platforms may offer features, such as controllers, player interface, and/or ability to individualize certain game settings/sensitivities, etc., which may arguably provide a competitive advantage to one platform over another. Players acknowledge their sole competitive platform choice and agree and waive any responsibility or liability of Epic relating to such player's involvement in a multiplatform competition, including any alleged competitive advantage of any other platform.

6. Communication

6.1 Event Administrators will be available to answer player-specific questions and provide additional assistance throughout the Event via the official player support channel found here: <https://epicgames.helpshift.com/a/fortnite/?contact=1>

7. Post-Match Process

7.1 Scoring

7.1.1 The Game client will record and report a player's score at the conclusion of such player's participation in a match.

7.1.2 At times, unforeseen issues may arise that result in score reporting delays and/or inaccuracies. For the duration of the Event, the score displayed within the Leaderboard will be the official score, regardless of accuracy.

7.1.3 Without limitation of the foregoing, after a Round has ended, it may be necessary to adjust the Leaderboard standings (typically due to players or teams being DQ'd and removed from the Leaderboard for breaking these Rules). For advancement purposes, at the end of the applicable Round, the Leaderboard standings will be snapshotted, and those advancements will be immediately awarded and considered "final" for purposes of player or team advancement only, subject in all cases to final adjustment and confirmation by Epic.

8. Code of Conduct

8.1 Personal Conduct; No Toxic Behavior

8.1.1 All players must conduct themselves in a way that is at all times consistent with (a) the Code of Conduct in this Section 8 ("Code of Conduct") and (b) the general principles of personal integrity, honesty, and good sportsmanship.

8.1.2 Players must be respectful of other players, Event Administrators, spectators, and sponsors (as applicable).

8.1.3 Players shall not behave in a manner (a) which violates these Rules, (b) which is disruptive, unsafe or destructive, or (c) which is otherwise harmful to the enjoyment of the Game by other users as intended by Epic (as decided by Epic). In particular, players shall not engage in harassing or disrespectful conduct, use of abusive or offensive language, game sabotage, spamming, social engineering, scamming, or any unlawful activity (“Toxic Behavior”).

8.1.4 Players shall not (a) proclaim to be, or represent themselves as, a banned player or a cheater/rule breaker, or (b) glorify or otherwise endorse the breaking or violation of these Rules.

8.1.5 Any violation of these Rules may expose a player to disciplinary action as further described in Section 9.2, whether or not that violation was committed intentionally.

8.2 Competitive Integrity

8.2.1 Each player is expected to play within the spirit of the Game and these Rules at all times during any Event match. Any form of unfair play is prohibited by these Rules, and may result in disciplinary action. Examples of unfair play include the following:

Collusion (as defined below), match fixing or throwing, bribing a referee or match official, or any other unfair or illegal action or agreement to intentionally influence (or attempt to influence) the outcome of any match or Event.

Hacking or otherwise modifying the intended behavior of the Game client.

Playing or allowing another player to play on an Epic account registered in another person’s name (or soliciting, encouraging, or directing someone else to do so).

Using any kind of cheating device, program, or similar cheating method to gain a competitive advantage.

Intentionally exploiting any game function (e.g., an in-game bug or glitch) in a manner not intended by Epic in order to gain a competitive advantage.

Using distributed denial of service attacks, swatting, or similar methods to interfere with another player’s connection to the Game’s game client.

Using macro keys or similar methods to automate in-game actions.

Accepting any gift, reward, bribe, or compensation for services promised, rendered, or to be rendered in connection with unfair play of the Game (e.g., services designed to throw or fix a match or session).

Utilizing outside assistance regarding the location of other players, other players' health or equipment, or any other information not otherwise known to the player by the information on his or her own screen (e.g., looking at or attempting to look at spectator monitors while currently in a match). For clarity, a player's receipt of coaching or use of the in-game replay tool does not fall within this prohibition.

Intentionally disconnecting from the Game after you or a member of your team takes damage. For clarity, this only applies to players who intentionally disconnect with a member of their team receiving damage within 60 seconds prior to the intentional disconnection.

8.2.2 Players may not work together to deceive or otherwise cheat other players during any match ("Collusion"). Examples of Collusion include the following:

Teaming: Players working together during the match while on opposing teams.

Planned Movement: Agreement between 2 or more opposing players to land at specific locations and move through the map in a planned way before the match begins.

Communication: Sending or receiving signals (both verbal and non-verbal) to communicate with opposing players.

Item Dumping: Intentionally dropping items for an opposing player to collect.

Feeding: Intentionally allowing oneself to be eliminated by an opposing player.

8.3 Wagering

Players shall not (a) conduct or promote betting, wagering, or gambling on the Event or any portion thereof, or (b) benefit, either directly or indirectly, from betting, wagering, or gambling on the Event or any portion thereof.

8.4 Harassment

8.4.1 Players are prohibited from engaging in any form of harassing, abusive, or discriminatory conduct based on race, color, ethnicity, national origin, religion, political opinion or any other opinion, gender, gender identity, sexual orientation, age, disability, or any other status or characteristic protected under applicable law.

8.4.2 Any player who witnesses or is subjected to harassing, abusive, or discriminatory conduct should notify an Epic Esports Coordinator or Event Administrator. All complaints reported pursuant to this Section 8.4.2 will be promptly investigated and appropriate action will be taken. Retaliation against any player who brings forward a complaint or cooperates in the investigation of a complaint is prohibited.

8.5 Confidentiality

A player may not disclose to any third party any confidential information provided by the Event Administrators, Epic, or its affiliates concerning the Game, the Event, Epic, or its affiliates, by any method of communication, including by posting on social media channels.

8.6 Illegal Conduct

Players are required to comply with all applicable laws at all times.

9. Rules and Conduct Violations

9.1 Investigation and Compliance

Players agree to fully cooperate with Epic and/or an Event Administrator (as applicable) in the investigation of any violation of these Rules. If Epic and/or an Event Administrator contacts a player to discuss the investigation, the player must be truthful in the information that he or she provides to Epic and/or an Event Administrator. Any player found to have withheld, destroyed, or tampered with any related information, or otherwise found to have misled Epic and/or an Event Administrator during an investigation, will be subject to disciplinary action as further described in Section 9.2.

9.2 Disciplinary Action

9.2.1 If Epic decides that a player has violated the Code, Epic may take the following disciplinary actions (as applicable):

Issue a private or public warning (verbal or written) to the player;

Loss of session points for the current or future match(es);

Loss of all or any part of the prizes previously awarded to the player;

Disqualify the player from participating in one or more matches and/or sessions at the Event; or

Prevent the player from participating in one or more future competitions hosted by Epic.

9.2.2 For clarity, the nature and extent of the disciplinary action taken by Epic pursuant to this Section 9.2 will be in the sole and absolute discretion of Epic. Epic reserves the right to seek damages and other remedies from such player to the fullest extent permitted by applicable law.

The enforcement of any applicable sanction by Epic shall not provide such player with grounds for claims against Epic under any theory of law, or otherwise be considered a liability on the part of Epic to such player.

9.2.3 If Epic decides that there have been repeated breaches of these Rules by a player, it may hand out increasing disciplinary action, up to and including permanent disqualification from all future competitive play of the Game. Epic may also enforce any applicable sanction specified in Epic's Terms of Service and/or the Fortnite EULA.

9.2.4 All Rules violations at the Event will be governed by the Epic Competitive Violation Matrix. A final decision by Epic as to the appropriate disciplinary action will be final and binding on all players.

9.3 Rule Disputes

Epic has final, binding authority to decide all disputes with respect to any portion of these Rules, including the breach, enforcement, or interpretation thereof.

10. Conditions

The Event is subject to these Rules. By participating, each player agrees (or, if a Minor, such player's parent or legal guardian agrees on such player's behalf): (a) to be bound by these complete Rules (including the Code of Conduct) and the decisions of Epic which shall be final and binding; and (b) to waive any right to claim ambiguity in the Event or these Rules, except where prohibited by applicable law. By accepting a prize, the Winning Player agrees (or, if a Minor, such Winning Player's parent or legal guardian agrees on such Winning Player's behalf) to release Epic from any and all liability, loss, or damage arising from or in connection with awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities. Epic shall not be liable for: (i) telephone system, telephone, or computer hardware, software, or other technical or computer malfunctions, lost connections, disconnections, delays, or transmission errors; (ii) data corruption, theft, destruction, and unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses, or damages of any kind, including death caused by the prize or resulting from acceptance, possession, or use of a prize, or from participation in the Event; or (iv) any printing, typographical, administrative, or technological errors in any materials associated with the Event. Epic reserves the right to cancel or suspend the Event in its sole discretion or due to circumstances beyond its control, including natural disasters. Epic may disqualify any player from participating in the Event or winning a prize if, in its sole discretion, it determines such player is attempting to undermine the legitimate operation of the Event by cheating, hacking, deception, or any other unfair playing practices intending to annoy, abuse, threaten, undermine, or harass any other players or Epic's representatives. The internal laws of the State of North Carolina, without reference to any of its conflicts of laws principles, shall govern disputes regarding these Rules and/or the Event. Epic may, in its sole discretion, cancel, modify, or suspend the Event should a virus, bug, computer problem, unauthorized intervention, force majeure, or other cause beyond Epic's control corrupt the administration, security, or proper play of the Event. Any attempt to deliberately damage or undermine the legitimate operation of the Event may be in violation of criminal and civil laws and will result in disqualification from participation in the Event. Should such an attempt be made, Epic reserves the right to seek remedies and damages (including attorneys' fees) to the fullest

extent of the law, including criminal prosecution. The Event is subject to all applicable federal, state, and local laws.

11. Publicity

Epic reserves the right to use the name, tag, likeness, audio, video, game play statistics, and/or Epic account ID of any player, for publicity purposes prior to, during, or after the Event end date, in any media, throughout the world, in perpetuity, but only in connection with publicizing the Event or other Game events and programing, without any compensation or prior review unless specifically prohibited by law.

12. Waiver of Jury Trial

EXCEPT AS PROHIBITED BY APPLICABLE LAW AND AS A CONDITION OF PARTICIPATING IN THIS EVENT, EACH PARTICIPANT HEREBY IRREVOCABLY AND PERPETUALLY WAIVES ANY RIGHT S/HE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EVENT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HEREWITH, ANY PRIZE AVAILABLE IN CONNECTION HEREWITH, AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13. Privacy

Please refer to Epic's privacy policy located at <https://www.epicgames.com/site/en-US/privacypolicy> for important information regarding the collection, use and disclosure of personal information by Epic.

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