

DreamHack featuring Fortnite Official Competition Terms and Conditions

1. Background, Purpose and Acceptance

1.1 Purpose

The Fortnite Official Competition Terms and Conditions (as updated, revised, changed, or modified from time to time by Epic Games, Inc. (“**Epic**”), the “**Terms**”) has been designed to ensure the integrity of competitive play of Fortnite in connection with online and live-event competitions (each, an “**Event**”). These Terms are intended to promote vigorous competition and to help ensure that all competitive play of Fortnite during an Event is fun, fair, and free from Toxic Behavior (as defined below).

1.2 Who Must Comply

1.2.1 These Terms apply to all participants (“**Participants**”) competing in an Event and any individual or entity producing, hosting, or operating an Event (each, an “**Event Organizer**”).

1.2.2 Each Participant and each Event Organizer must follow the Fortnite [End User License Agreement](#). These Terms add to, and do not replace, the Fortnite End User License Agreement.

1.3 Acceptance of the Terms

1.3.1 To participate in an Event, each Participant must agree to follow these Terms at all times. By participating in any game or match that is part of an Event, a Participant is confirming that he or she (or, if under 18 years of age or the age of majority as defined in such Participant’s country of residence (a “**Minor**”), his or her parent or legal guardian) has accepted these Terms.

1.3.2 To produce, host, or operate an Event, each Event Organizer must agree to follow these Terms at all times. By producing, hosting, or operating an Event, or by otherwise accepting the terms of a Fortnite Event License Agreement, an Event Organizer is confirming that he, she, or it has accepted these Terms.

1.4 Amendments

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

2. Eligibility

2.1 Player Age

2.1.1 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).

2.1.2 Minors must have permission from a parent or legal guardian in order to participate in the Event.

2.2 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 compete or win any prize in connection with the Event.

2.3 Good Standing

Participants must be in good standing with respect to any Epic accounts registered by such Participant, with no undisclosed violations. Participants must also be free of or served fully any penalties from previously breaking any official Epic rules, terms or conditions.

2.4 Additional Restrictions

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 disallowed by U.S. law. Without limitation of the foregoing, the Event is not open to individuals in Belarus, the Central African Republic, the Crimea region, the Democratic Republic of the Congo, Cuba, Eritrea, Guinea-Bissau, Iran, Iraq, Lebanon, Liberia, Libya, Myanmar (Burma), North Korea, Somalia, South Sudan, Sudan and Syria.

3. Prizing Information

3.1 Notification

3.1.1 Potential winning Participants will be notified by Epic of their status as a potential winning Participant at the email address associated with such Participants' Epic account within 7 days of receiving all information from the Event Organizer (or such other time as reasonably required by Epic for such notification) as may be necessary to determine prize amounts, and will be subject to verification of eligibility pursuant to Section 2 and compliance with these Terms. A potential winning Participant must keep the Epic account that he or she used to compete in the Event active throughout the verification of eligibility process. Upon formal notification from Epic, a potential winning Participant 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. Such response from a potential winning Participant 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 Participant's compliance with the deadlines set forth in this Section 3.1.

3.1.2 The failure by any such Participant to (a) keep the Epic account that he or she used to compete in the Event active throughout the verification of eligibility process or (b) timely respond to any notification or request for materials or information will result in such Participant's disqualification as a potential winning Participant, and such Participant shall not be entitled to win any prizes in connection with the Event. In such cases, no alternate Winning Participant (as defined below) 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 Participant as part of a future Fortnite event or (z) donate any such prize amounts to non-profit causes and efforts. A winning Participant ("**Winning Participant**") will only be announced once the verification of eligibility process has been completed by Epic pursuant to these Terms.

3.1.3 Winning Participants 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 Participant fails to provide the applicable payment forms to Epic in a timely manner.

- 3.1.4 PRIZES ARE SUBJECT TO APPLICABLE FEDERAL, STATE AND LOCAL INCOME TAX AND IT IS THE RESPONSIBILITY OF EACH WINNING PARTICIPANT TO (a) CHECK WITH HIS OR HER LOCAL TAX ADVISOR TO DETERMINE WHICH TAXES APPLY TO HIM OR HER AND (b) 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 (y) forms 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.
- 3.1.5 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 Participant in his or her capacity as an individual (or, if a Minor, to the Winning Participant'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. The Winning Participant will be provided a Prize Acceptance and Release Form ("**Release**"). Unless restricted by applicable law, the Winning Participant (or, if a Minor, such Winning Participant's parent or legal guardian) will be required to complete and submit the Release in accordance with the deadlines set forth in this Section 3.1.

4. Code of Conduct

4.1 Personal Conduct; No Toxic Behavior

- 4.1.1 All Participants and Event Organizers must conduct themselves in a way that is at all times consistent with (a) these Terms, (b) the applicable Event rules established by the Event Organizer ("**Event Rules**"), and (c) the principles of personal integrity, honesty, and good sportsmanship.
- 4.1.2 Participants must be respectful of other Participants, the Event Organizers, Event administrators, spectators, and sponsors (as applicable). Event Organizers must be, and will cause the Event administrators to be, respectful of Participants, spectators, and sponsors (as applicable).
- 4.1.3 Participants and Event Organizers may not behave in a manner which violates these Terms, the Event Rules, or which is otherwise harmful to the enjoyment of Fortnite by other users as intended by Epic (as decided by Epic). In particular, Participants and Event Organizers may not engage in harassing or disrespectful conduct, use of abusive or offensive language, game abandonment, game sabotage, spamming, social engineering, scamming, or any unlawful activity ("**Toxic Behavior**").
- 4.1.4 Any violation of these Terms may expose a Participant or Event Organizer to disciplinary action, whether or not that violation was committed intentionally.

4.2 Competitive Integrity

- 4.2.1 Each Participant is expected to play to the best of her or his ability at all times during any match. Any form of unfair play is prohibited by these Terms, and may result in disciplinary action. Examples of unfair play include the following:
- (a) Collusion (as defined below), match fixing, bribing a referee or match official, or any other action or agreement to intentionally influence (or attempt to influence) the outcome of any match or Event.
 - (b) Hacking or otherwise modifying the intended behavior of the Fortnite game client.

- (c) Playing or allowing another Participant to play on an Epic account registered in another person's name (or soliciting, encouraging, or directing someone else to do so).
- (d) Using any kind of cheating device, program, or similar cheating method to gain a competitive advantage.
- (e) 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.
- (f) Using distributed denial of service attacks or similar methods to interfere with another Participant's connection to the Fortnite game client.
- (g) Using macro keys or similar methods to automate in-game actions.
- (h) Intentionally disconnecting from a match without a legitimate reason for doing so.

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

- (a) *Teaming*: Participants working together during the match while on opposing teams.
- (b) *Planned Movement*: Agreement between two (2) or more opposing Participants to land at specific locations or to move through the map in a planned way before the match begins.
- (c) *Communication*: Sending or receiving signals (both verbal and non-verbal) to communicate with opposing Participants.
- (d) *Item Dumping*: Intentionally dropping items for an opposing Participant to collect.

4.2.3 Each Participant is expected to play to the best of her or his ability at all times during any match and in a way that is consistent with the terms in Sections 4.2.1 and 4.2.2.

4.3 Harassment

4.3.1 Participants and Event Organizers 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.

4.3.2 Any Participant or Event Organizer who witnesses or is subjected to harassing, abusive, or discriminatory conduct should notify an Event administrator or Epic Esports Coordinator, as applicable. All complaints will be promptly investigated and appropriate action will be taken. Retaliation against any Participant or Event Organizer who brings forward a complaint or cooperates in the investigation of a complaint is prohibited.

4.4 Names Used in an Event

All team and individual Participant names must follow these Terms. Epic may restrict or change team and individual Participant tags or screen names for any reason. The name used by a team or a Participant 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.

4.5 Wagering

Participants and Event Organizers must not (a) conduct or promote betting, wagering, or gambling on any Event match, or (b) benefit, either directly or indirectly, from betting, wagering,

or gambling on any Event match.

4.6 Drugs and Alcohol

4.6.1 The use or possession of alcohol or illegal drugs during an Event is prohibited. A Participant believed to be under the influence of alcohol or illegal drugs at any time during an Event will be removed from the Event and prevented from taking part in any future events.

4.6.2 The unauthorized use or possession of prescription drugs by a Participant is also prohibited. Prescription drugs may be used only by the person they are prescribed to, and in the manner, combination, and quantity as prescribed.

4.7 Confidentiality

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

4.8 Illegal Conduct

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

5. Terms and Conduct Violations

5.1 Disciplinary Action

5.1.1 If the Event Organizer or Epic decides that a Participant has violated these Terms, the Event Organizer or Epic may take the following disciplinary actions (as applicable):

- (a) Issue a private or public warning to the Participant;
- (b) Take back all or any part of the prizes previously awarded to the Participant;
- (c) Disqualify the Participant from one or more games and/or matches at the Event; or
- (d) Prevent the Participant from participating in one or more future competitions hosted by the Event Organizer or Epic.

5.1.2 If Epic decides that there have been repeated breaches of these Terms by a Participant, it may hand out increasing disciplinary action, up to and including permanent disqualification from all future competitive play of Fortnite. Epic may also enforce any applicable punishment specified in Epic's [Terms of Service](#) and/or the Fortnite End User License Agreement.

5.1.3 All competitive violations at an Event will be governed by the Epic Competitive Penalty Matrix. A final decision by Epic as to the appropriate disciplinary action will be final and binding on all Participants and Event Organizers.

6. General Provisions

6.1.1 By participating in the Event, a Participant (or, if a Minor, the Participant's parent or legal guardian) agrees: (a) to be bound by these complete Terms, the Event Rules, and the decisions of Epic which shall be final and binding; and (b) to waive any right to claim ambiguity in the Event, these Terms, or the Event Rules, except where prohibited by law.

6.1.2 By accepting a prize, if any, the Winning Participant (or, if a Minor, the Winning Participant's

parent or legal guardian) agrees 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: (a) telephone system, telephone, or computer hardware, software, or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (b) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (c) 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 (d) any printing, typographical, administrative, or technological errors in any materials associated with the Event.

- 6.1.3 Epic may disqualify any Participant from participating in the Event or winning a prize if, in its sole discretion, it determines such Participant 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 Participants or Epic's representatives.
- 6.1.4 The internal laws of the State of North Carolina will govern disputes regarding the interpretation or application of these Terms.
- 6.1.5 Epic reserves the right, in its sole discretion, to cancel, modify, or suspend the Event should a virus, bug, computer problem, unauthorized intervention, or other causes beyond Epic's control, corrupt the administration, security or proper play of the Event. Epic is not responsible for any problems, bugs, or malfunctions Participants may encounter. The Event is subject to all applicable federal, state and local laws.

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