



**BUCKYTOUR**

## Global Competition Policy

Last modified 03/31/2022

# BuckyTour Global Competition Policy

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### Background and Purpose

BuckyBarr LLC, the owner of BuckyTour, has created this Global Competition Policy (“**Global Policy**”) to standardize gameplay across national boundaries so that players in one country or region who have achieved a certain level of success in the game can compete on an equal footing with players at the same level of accomplishment in other countries and regions. This Global Policy governs matters like player conduct that apply to all BuckyTour competitions, regardless of where those competitions take place.

This Global Policy, and the applicable Event-Specific Rules, apply to and are binding to each Team’s players. A Team’s players are referred to as the “**Team Members.**”

This Global Policy applies to online qualifiers, Regional competition and Global play, and to any other game, match, tournament, series of tournaments or event that is part of an official BuckyTour competition in Bridge: Emerald Series (“**Official Competition**”). The Event-Specific Rules apply to all games, matches, tournaments, series of tournaments or events that are part of Official Competitions held within a specific region governed by the Event-Specific Rules. This Global Policy forms a contract between a Team Member and BuckyBarr LLC. The applicable Event-Specific Rules form a contract between a Team Member and the Tournament Officials.

This Global Policy and applicable Event-Specific Rules are designed to implement the general principles that have guided the design and development of BuckyTour, namely a commitment to (a) fairness; (b) transparency; (c) consistency; (d) competitive integrity; and (e) accessibility. Wherever possible, BuckyBarr LLC will interpret and apply this Global Policy in accordance with these principles.

***\*\* Each Team must read, understand, and agree to this Global Policy and the applicable Event-Specific Rules before participating in any Official Competition. \*\****

The Glossary in [Appendix 1](#) has helpful definitions and explanations that are applicable to this Global Policy and the Event-Specific Rules.

## **1. Acceptance, Modification and Enforcement of the Rules**

### **1.1 Acceptance**

Each Team Member must accept and agree to abide by this Global Policy and the applicable Event-Specific Rules in order to participate in any Official Competition. A Team Member may accept this Global Policy or the applicable Event-Specific Rules by registering to participate in an Official Competition or by participating in any Official Competition

### **1.2 Confirmation of Acceptance and Eligibility**

A team member (or his or her parent or guardian may be asked to sign an eligibility and release form before an Official Competition begins. This form confirms that the Team Member has accepted and agreed to abide by this Global Policy and the applicable Event-Specific Rules. If a Team Member (or his or her parent or guardian) does not sign the eligibility and release form when asked to do so or does not return the fully executed form to the Tournament Officials within the time period specified by the Tournament Officials, the Team Member will not be permitted to participate in the applicable Official Competition. For clarity, a Team Member who is not asked to sign an eligibility and release may still accept this Global Policy as provided in Section 1.1. The current version of eligibility and release form (which may be modified by BuckyBarr LLC from time to time) is attached as Appendix 3.

### **1.3 Changes to Global Policy and Event-Specific Rules**

The Global Policy and the Event-Specific Rules will be updated periodically to take account of developments in the industry, changes to the business model for esports and updates to the Bridge: Emerald Series or the systems being used to administer competition. BuckyBarr LLC may update, amend or supplement the Event-Specific Rules from time to time. BuckyBarr LLC and the Tournament Officials may interpret or apply this Global Policy and the Event-Specific Rules by releasing online postings, instructional videos, emails or texts that provide instructions and guidance to Team Members. Any material changes to this Global Policy or the Event-Specific Rules will be provided to Team Captains (as defined below) using the email address listed as part of the online registration process. Each Team Captain will be responsible for distributing updates and other communications relating to this Global Policy and the Event-Specific Rules to other Team Members. Participation in any Official Competition will constitute acceptance of the changed rules, instructions and guidance.

### **1.4 Privacy Policy**

BuckyBarr LLC will collect, store and use a Team Member's personal information in accordance with the Privacy Policy for the Vienna Challengers Arena.

### **1.5 Additional Terms**

Team members may be required to accept additional terms from BuckyBarr LLC applicable to their home region in order to participate in Official Competitions. BuckyBarr LLC reserves the right to modify or cancel some or all of the Official Competitions, in its sole discretion, at any time.

## **2. Players and Player Eligibility**

### **2.1 Player Age**

In order to be eligible to participate in an Official Competition as a player, an individual must have reached 13 years of age or older (i.e., the player has lived for at least 13 years) as of the Official Competition start date. If a player is 13 years of age or older but under the age of majority in his

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or her country of residence before the start of an Official Competition if (a) he or she meets the other eligibility criteria in this Global Policy and the applicable Event-Specific Rules, and (b) a parent or legal guardian accepts this Global Policy and the applicable Event-Specific Rules on behalf of the player, and consents to the player's participation in the Official Competition using a parental consent form provided by BuckyBarr LLC.

### **2.2 Multiple Teams**

Players may not play for more than one Team at a time. If a player enters such an arrangement, Tournament Officials reserve the right to bar the player from any future matches until the situation has been resolved and the player is in compliance with the requirements in this Section.

### **2.3 Verification**

Tournament Officials reserve the right to request legal proof to verify a player's age or compliance with other eligibility requirements in this Global Policy or in the Event-Specific Rules.

### **2.4 No BuckyBarr LLC Employees**

Team Members may not be employees of BuckyBarr LLC or any of their respective affiliates at any point during an Official Competition

## **3. Teams**

### **3.1 Team Captain**

Each team must designate one player as its captain when completing the registration process ("**Team Captain**"). The Team Captain will be responsible for all communications with Tournament Officials. The Tournament Officials may rely upon any communications from the Team Captain as being made by all of the team. A Team may not change its Team Captain during an Official Competition without the prior written approval of the Tournament Officials.

### **3.2 Roster Requirements**

Each team must maintain, at all times during any Official Competition, two players on the team. No substitutes will be added to any team for any reason during the online qualification process. One substitute per team will be allowed to travel and play for a team during the Offline Event in place of one of the team members. A team may not have a substitute without the prior written approval of the Tournament Officials.

### **3.3 Submission of the Roster and Team Registration**

Before the start of any Official Competition, each Team must register its roster using the tools and forms provided by BuckyBarr LLC. Except as set forth in Section 3.2, no changes to a Team's roster will be permitted after a Team's Registration has been processed without the prior approval of the Tournament Officials (including for changes due to sickness, etc.).

### **3.4 Team Names**

The Team's name will be selected at the time of registration and may not be changed at any time without the prior written approval of the Tournament Officials. A Team's name may not include any word or phrase in any language that is offensive, toxic or hurtful, as determined at the sole discretion of the Tournament Officials.

#### **3.4.1 Rejection of Team Names**

Tournament Officials have the right to reject any Team name for any reason and require the Team to select an alternate name that complies with this Global Policy.

## **4. Competition Format and Structure**

### **4.1 Competition Format**

The competition format for Bridge: Emerald Series is outlined in [Appendix 2](#).

### **4.2. Prizes**

#### **4.2.1 Acceptance of Prizes**

Each team or player that has been declared the winner of a prize in the Official Competition will not be an official winner unless (a) the Team or player is eligible to receive the prize under applicable law; (b) the winning player executes (or has a parent or legal guardian execute) an affidavit of eligibility, liability release and/or any other documentation required by BuckyBarr LLC. Failure to sign and return all prize documentation to BuckyBarr LLC may result in a forfeiture and loss of prize. The failure to take delivery of any prize within a reasonable time after the close of the Official Competition may result in a forfeiture and loss of the prize.

#### **4.2.2 Taxes on Prizes**

National, state and local taxes, including VAT taxes, which are associated with the receipt or use of any prizes are the sole responsibility of the winner. Winners must complete and submit to BuckyBarr LLC all governmental and tax forms required to receive a cash prize in the country in which Live Events are held. Prizes are not transferable.

## **5. Apparel**

### **5.1 Official Apparel**

Team Members, whilst on broadcast, shall not wear clothing unfit for everyday use and broadcast at BuckyBarr LLC's discretion. This includes clothing that is overly-revealing, contains logo or promotional material for competing brands of tournament sponsors, and that contains any language or symbols that are offensive, insulting, libelous, slanderous, defamatory, obscene, discriminatory, threatening, foul or vulgar.

## **6. Code of Conduct**

### **6.1 Conduct Generally**

#### **6.1.1 Competitive Integrity**

All teams and Team Members are expected to compete to the best of their skill and ability at all time in an Official Competition, as further discussed in Section 7.2.

#### **6.1.2 High Standards**

All teams and Team Members must observe the highest standards of personal integrity and good sportsmanship at all times. Team members must behave in a professional and sportsmanlike manner in their interactions with other competitors, Tournament Officials, the media, sponsors and fans, as further discussed in the Section 7.3.

#### **6.1.3 Disciplinary Action and Sanctions**

A violation of this Global Policy or the applicable Event-Specific Rules will result in disciplinary action or sanctions at the discretion of the BuckyBarr LLC, as further discussed in section 8.

### **6.2 Competitive Integrity**

Set forth below is a non-exclusive list of examples of conduct that has an adverse impact on the competitive integrity of the game, all of which are prohibited.

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### 6.2.1 Match Fixing

No Team Member may offer, agree, or conspire to fix a match or take any other action to intentionally and unfairly alter, or attempt to alter, the results of any game (or any play or component thereof). If a Team Member is asked to "fix" the outcome of a game or to otherwise take part in any actions prohibited by this Global Policy or the applicable Event-Specific Rules, that Team Member must immediately report this request to BuckyBarr LLC or Tournament Officials.

### 6.2.2 Bribery

No Team member may offer any gift, cash or other reward to a player or any other person connected with another team in order to influence the outcome of a game in an Official Competition.

### 6.2.3 Gifts

No Team member may accept any gift, reward or compensation from another team or player (or anyone acting on behalf of another team or player) in connection with any Official Competition.

### 6.2.4 Gambling

Gambling on the outcome of a tournament, match or game in any esports competition (including any plays or components of a game) can pose a serious threat to the integrity of, and public confidence in, esports competitions. Team Members are not allowed to (a) place, or attempt to place, bets on any esports competition (or any plays or components thereof), or (b) associate with high volume gamblers, or deliver information to others that might influence their bets.

### 6.2.5 Cheating

Cheating is prohibited. Any use of mods or external tools by a Team or Team Member which give an unfair advantage is prohibited. The use of any kind of cheating device or cheat program shall be deemed cheating.

#### ***These rules apply on the Minecraft servers.***

1. *You're not allowed to cheat, or use mods or external tools which give you an unfair advantage.*
2. *One physical movement of a body part should lead to one press of a button which should perform one in-game action (i.e. a click). Any sort of double clicking, even unintentionally, isn't allowed. Butterfly click at your own risk, as it could trigger double clicks. Drag clicking isn't allowed. Setting your debounce time below 10ms violates this rule, as it may cause double clicks.*
3. *Togglesprint must only allow you to sprint forwards.*
4. *If you are not sure whether a mod is allowed, you can open a support ticket in the discord or email [support@buckytour.com](mailto:support@buckytour.com) with any questions about specific mods.*
- 5.

### 6.2.6 Exploiting

Intentionally using any in-game bug to seek an advantage is exploiting and is prohibited. Exploiting includes acts such as making use of any game function that, in the Tournament Official's sole judgment, is not functioning as intended and violates the design purpose of BuckyTour.com servers. Team members may confidentially check with the referee at the beginning of a Competition to determine if a specific act would be considered Exploiting. BuckyBarr LLC reserves the right to make an ex-post-facto determination of whether an exploit has occurred.

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### **6.2.7 Ringing**

Playing under another player's account, or soliciting someone else to play under another player's account, is prohibited.

### **6.2.8 Studio Interference**

At Live Events, no Team Member may interfere with lights, cameras or other studio equipment.

### **6.2.9 Dropouts and Refusals**

If a Team Member or Team registers for, or agrees to participate in, any Official Competition, he or she may not, without the prior written consent of the Tournament Officials, drop out or refuse to participate in any game or other related event held during the applicable Season. An unexcused absence from a game after the registration process is complete may result in sanctions, as provided in Section 8 below.

### **6.2.10 Non-Compliance**

No Team Member may refuse to comply with the instructions or decisions of the Tournament Officials.

## **6.3 Unprofessional Behavior or Illegal Acts**

Set forth below is a non-exclusive list of examples of unprofessional behavior or illegal activities, all of which are prohibited.

### **6.3.1 Vulgar or Hateful Speech**

A Team Member may not, during a Live Event, Online Event, Media Event or in any communication relating to any Official Competition, use any language that is offensive, insulting, libelous, slanderous, defamatory, obscene, discriminatory, threatening, foul or vulgar. A Team Member may not post, transmit, or disseminate any such prohibited communications. A Team Member may not use this type of language on social media or during any public-facing events or in any broadcast or stream of Bridge: Emerald Series. This rule applies to speech in English and all other languages. In addition, Team Members may not encourage members of the public to engage in any activities that are prohibited by this rule.

### **6.3.2 Violence**

Team Members are expected to settle their differences in a respectful manner and without resort to violence, threats or intimidation (physical or non-physical). Violence is never permitted at Live Event or against any competitor, fan or Competition Official.

### **6.3.3 Drugs and Alcohol**

The use, possession, distribution or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly prohibited while a Team Member is engaged in any Official Competition or other event or on premises that are owned by or leased to BuckyBarr LLC. The unauthorized use or possession of prescription drugs by a Team Member is prohibited. Prescription drugs may be used only by the person to whom they are prescribed to and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a game. Each Team Member must report any violation of this rule to the Tournament Officials.

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### **6.3.4 Harassment**

Harassment is prohibited. Harassment is defined as systematic, hostile and repeated acts taking over a period of time, or a singular egregious instance, which is/are intended to isolate or ostracize a person and/or diminish the dignity of the person.

### **6.3.5 Sexual Harassment**

Sexual harassment is prohibited. Sexual Harassment is defined as an unwelcome sexual advances. The assessment is based on whether the person being harassed would regard the conduct as undesirable or offensive. There is zero tolerance for any sexual threats/coercion or the promise of advantages in exchange for sexual favors

### **6.3.6 Discrimination and Denigration**

Team Members may not offend the dignity or integrity of a country, private person, or group of people through contemptuous, discriminator or denigrating words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, financial status, birth or any other status, sexual orientation or any other reason.

### **6.3.7 Defamatory Statements**

Team Members may not make, issue, authorize or publish any statement that denigrates, disparages or defames any Official Competition, Tournament Officials, or BuckyBarr LLC or its affiliates or sponsors.

### **6.3.8 Illegal activity**

Teams and Team Members must comply with all applicable laws at all times. A Team or Team Member may not engage in any activity which is in violation of public health, safety or security.

### **6.3.9 Immoral Activity**

A Team Member may not engage in any activity which, in the sole determination of the Tournament Officials, is unethical, immoral or disgraceful

## **6.4 Confidentiality**

A Team Member may not, without consent of the Tournament Officials, disclose any confidential or proprietary information provided or made available by BuckyBarr LLC or the Tournament Officials to the Team Member in relation to any Official Competition. Team Members shall be obligated to keep the confidential or proprietary information provided by BuckyBarr LLC or the Tournament Officials. The “confidential or proprietary information” of BuckyBarr LLC and the Tournament Officials to a Team member includes all information and materials disclosed (whether in oral, written, or other tangible or intangible form) or otherwise made available by BuckyBarr LLC or the Tournament Officials to a Team Member concerning or related to Bridge: Emerald Series, any Official Competition or any Official Competition which the Team Member knows or should know, given the facts and circumstances surrounding the disclosure of the information, is confidential information of BuckyBarr LLC or the Tournament Officials. Confidential information includes, without limitation, development plans and release dates for updates to the Bridge: Emerald Series, information and materials concerning or related to the content of all protests, discussions or any other correspondence between a Team Member and BuckyBarr LLC or the Tournament Officials, the configuration of the stage used at Live Events and other similar information that is withheld from fans in order to preserve the “reveal” at an Online Event or a Live Event.

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### **6.5 Terms of Use**

Any Conduct that (a) violates the Terms of Use for the Bridge: Emerald Series; (b) violates any guidelines, or any policy posted on the official websites or social media accounts for BuckyBarr LLC or the Vienna Challengers Arena; or (c) interferes with use or enjoyment of Bridge: Emerald Series by others is prohibited and a violation of this Global Policy.

### **6.6 False Information**

Tax forms, registration forms, parental consents, and other documentation may be required at various times by the Tournament Officials. A Team Member violates this Global Policy if he or she knowingly provides false or inaccurate information to the Tournament Officials, A Team may be subject to sanctions if the documentation is not completed to the standard set by the Tournament Officials.

## **7. Disciplinary Action and Sanctions**

### **7.1 Investigations by the Tournament Officials**

The Tournament Officials will have the right to monitor compliance with this Global Policy and the applicable Event-Specific Rules and investigate possible breaches. By agreeing to this Global Policy, each Team Member agrees to cooperate with the Tournament Officials in any internal or external investigation that the Tournament Officials in any internal or external investigation that the Tournament Officials conducts relating to a suspected violation of this Global Policy, the applicable Event-Specific Rules or applicable law. Team Members have a duty to tell the truth in connection with any investigation conducted by or for the Tournament Officials and have a further duty not to obstruct any such investigation, mislead investigators or withhold evidence.

### **7.2 Demerits**

If the Tournament Officials determine that a Team Member or a Team has committed a violation of this Global Policy, the applicable Event-Specific Rules or applicable law, the Tournament Officials may impose demerits on a Team, each of which deducts one percent of the overall prize money awarded to that Team for the official Competition in which the violation or infraction occurred ("Demerit"). Multiple violations or infractions by a Team or by Team Members may result in the imposition of additional Demerits. If a violation or infraction is particularly concerning or if there have been multiple violations or infractions by the same Team or Team Member, the amounts deducted from the Team's prize money will be added to the prize pool that is available for allocation to the remaining eligible Teams. Demerits are liquidated damages designed to preserve the competitive system on which the Official Competitions depend, and not a penalty.

### **7.3 Other Sanctions**

If the Tournament Officials determine that a Team Member or a Team has committed a violation(s) of this Global Policy, the applicable Event-Specific Rules or applicable law, the Tournament Officials may, in addition to the Demerits discussed above, issue any or all of the following disciplinary actions: (a) verbal or written public warning(s); (b) prize forfeiture(s); (c) game forfeiture(s), (d) tournament forfeiture(s); (e) forfeiture(s) of a slot; (f) suspension(s); and (g) disqualification(s) and ban(s), including from any future Official Competitions or other events related to Bridge: Emerald Series, including any events BuckyBarr LLC or other competitions affiliated with BuckyBarr LLC or its associates. If a Team or Team Member has been previously disqualified or banned from participating in events that feature play of Bridge: Emerald Series in any jurisdiction in the world, or has committed an especially egregious act outside the Bridge:

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Emerald Series esports ecosystem, the Tournament Officials may disqualify or ban that Team or Team Member from participation in an Official Competition.

### 7.4 Repeated Infractions

Repeated violations or infractions are subject to escalating penalties, up to and including disqualification from participation in Official Competitions

### 7.5 Final Determinations

Unless expressly stated otherwise, all violations of, and infractions committed under, this Global Policy and the applicable Event-Specific Rules are punishable, whether or not they were committed intentionally. Attempts to commit such violations and infractions are also punishable. All decisions made by the Tournament Officials in regard to (a) violations of this Global Policy and the applicable Event-Specific Rules; (b) any Demerits issued as a result of violations or infractions; and (c) the appropriate disciplinary action (or combination of disciplinary actions) are final and binding.

## 8. Use of Names and Likenesses

### 8.1 Grant of Rights by Team Members

Each Team Member hereby grants BuckyBarr LLC and Austrian Exhibition Experts GmbH, the Tournament Officials and their respective affiliates permission to live-stream, broadcast or record his or her play of Bridge: Emerald Series at any Official Competition or part thereof. Each Team Member hereby further grants to BuckyBarr LLC a royalty-free, fully paid-up, worldwide right and license (with the right to grant sublicenses) to copy, publish, distribute, edit, host, store, and otherwise use and display gamertag, photograph, likeness, image, avatar, voice, video, in-game persona, game play statistics, and biographical information, and create derivative works of the foregoing items, in any and all present and future media, on or in connection with (a) the broadcast or streaming of any coverage of all or any part of an Official Competition; (b) the marketing and promotion of any Official Competition or any game, match or tournament or part thereof; and (c) the marketing and promotion of Bridge: Emerald Series, BuckyBarr LLC, and Austrian Exhibition Experts GmbH.

### 8.2 Ownership of Streams and Broadcasts

Each Team Member irrevocably acknowledges and agrees that all streams and audiovisual recordings of any all or any part of an Official Competition are owned by BuckyBarr LLC or its licensors. Appearing in a stream, broadcast or audiovisual recording of any official Competition does not give a Team Member any ownership interest in such stream, broadcast, or audiovisual recording

### 8.3 Feedback

A Team Member may from time to time provide suggestions, comments or other feedback ("**Feedback**") to BuckyBarr LLC or the Tournament Officials with respect to the operation of, or improvements for an Official Competition. Each Team Member agrees that all Feedback, even if designated as confidential by the person offering the Feedback, shall not, absent a separate written agreement, create any confidentiality obligation for BuckyBarr LLC or the Tournament Officials to whom the Feedback was provided. Furthermore, except as otherwise provided in a separate subsequent written agreement signed by BuckyBarr LCC, BuckyBarr LLC shall be free to use, disclose, reproduce, edit, license, sublicense, or otherwise distribute, and exploit the

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Feedback as it sees fit, without obligation or restriction of any kind of account of intellectual property rights or otherwise

### 9. Limitations of Liability

#### 9.1 No Punitive Damages

To the maximum extent permitted by applicable law, either BuckyBarr LLC, the Tournament Officials nor any of their respective affiliates or licensors (collectively, the “**BuckyBarr LLC Parties**”), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Global Policy, any Event-Specific Rules, the Official Competitions or Bridge: Emerald Series, or the delay or inability to use or lack of functionality of the Bridge: Emerald Series servers, even if a BuckyBarr LLC party is at fault and even if a BuckyBarr LLC Party is aware of the possibility of such damages.

#### 9.2 Cap on liability

To the maximum extent permitted by applicable law, the aggregate liability of the BuckyBarr LLC Parties arising out of or in connection with this Global Policy, any Event-Specific Rules and Official Competitions will be limited to a Team Member’s direct damages in an amount not to exceed US \$100. Multiple claims will not expand this limitation. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. BuckyBarr LLC neither assumes, nor authorizes the Tournament Officials or any other person or entity to assume on BuckyBarr LLC’s behalf, any liabilities in addition to those liabilities expressly set forth in this Section 10.2

### 10. Dispute Resolution

#### 10.1 Governing Law

This Global Policy and any Event-Specific Rules will be governed by the laws of Vienna, Austria, without reference to its laws relating to conflicts of law.

#### 10.2 Finality of Certain Decisions

All decisions regarding player eligibility, sponsor restrictions, Official Competition scheduling and staging, and violations of, and infractions committed under, this Global Policy and the applicable Event-Specific Rules lie solely with BuckyBarr LLC and/or the Tournament Officials. The decisions of BuckyBarr LLC and/or the Tournament Officials are final and binding and shall not give rise to any claim for monetary damages or any other remedies.

#### 10.3 Remedies

Notwithstanding the foregoing, BuckyBarr LLC and the Tournament Officials shall have the right to commence and prosecute any action or proceeding before any court of competent jurisdiction to obtain injunctive or other equitable relief against a Team or Team Member in the event that such action is necessary or desirable. In the event of a breach by BuckyBarr LLC of any of the provisions of this Global Policy or the applicable Event-Specific Rules, a Team or Team Member shall be limited to his/her/its remedies at law for damages, if any, and in no event shall a Team or Team Member be entitled to enjoin or restrain BuckyBarr LLC or Austrian Exhibition Experts GmbH from operating any Official Competition, conducting any Media Event or distributing any broadcasts, streams or other audiovisual content. Neither BuckyBarr LLC nor any of its affiliates or group companies has any fiduciary relationship with or duty to a Team or Team Member.

## **11. Interpretation and Construction**

### **11.1 Tournament Official's Right of Interpretation**

Any matters relating to an Official Competition or Bridge: Emerald Series that are not covered by this Global Policy or any Event-Specific Rules shall be subject to interpretation made by the Tournament and provided to the Teams from time to time in the form of an update to, or an interpretation of, the Global Policy or the Event-Specific Rules. All decisions made by the Tournament Officials regarding interpretations of this Global Policy and the Event-Specific Rules are final and binding.

### **11.2 Business Judgment**

Whenever this Global Policy or any Event-Specific Rules grants, confer, or reserved to BuckyBarr LLC or the Tournament Officials the right to take action, refrain from taking action, grant or withhold consent, grant or withhold approval, or make any other determination, unless the provision specifically states otherwise, each of the BuckyBarr LLC and the Tournament Officials will have the right to engage in such activity in its sole discretion based on its own business judgment, taking into consideration its assessment of the best interests of BuckyBarr LLC and the Tournament Officials and the short and long term interests of the Official Competitions, BuckyBarr LLC and the businesses and activities of the affiliates and group companies of BuckyBarr LLC and the Tournament Officials. Neither a Team nor a Team Member will have any claim or cause of action based on an assertion that BuckyBarr LLC or the Tournament Officials have unreasonably withheld or delayed any consent, approval, determination or other requested action under this Global Policy or any Event-Specific Rules.

### **11.3 Language**

This Global Policy has been written in the English language. In the event of a conflict in interpretation between the English version and a translation of this Global Policy, the English version shall control.

### **11.4 Conflicts**

In the event of a conflict in interpretation between this Global Policy and any Event-Specific Rules, the provisions that are most protective of BuckyBarr LLC (as determined by BuckyBarr LLC) will control. In the event of conflict in interpretation between the provisions that are most protective of BuckyBarr LLC (as determined by BuckyBarr LLC) will control.

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### APPENDIX 1 - GLOSSARY OF TERMS

“**Bridge: Emerald Series**” means the period starting with the first official game of the BuckyTour qualifiers for the Bridge: Emerald Series and ending with the final game of the subsequent BuckyTour end-of-year competition.

“**Dispute**” means any dispute, claim, or controversy arising out of or relating to the General Rules or applicable Event-Specific Rules.

“**Demerit**” means a sanction is issued by the Tournament Officials if the Tournament Officials determines that a Team Member or a Team has committed a violation of, or infraction under, this Global Policy, the applicable Event-Specific Rules or applicable law and which results in a deduction from the prize money that is awarded to a Team for the Official Competition in which the violation or infraction occurred.

“**Event-Specific Rules**” means rules that apply to one specific Official Competition and not to others, and any updates, amendments or supplements to the foregoing.

“**Feedback**” means suggestions, comments or other feedback.

“**Gamertag**” means a Team Member’s Minecraft In Game Name.

“**Global Policy**” means (a) this BuckyTour Global Competition Policy and each Appendix attached hereto; and (b) any updates, amendments or supplements to the foregoing.

“**Live Event**” means any live, in-person tournament that is part of an Official Competition.

“**Media Event**” means media interviews, press briefings, streaming sessions, sponsor events, photo or video shoots, charitable events, house tours, webcasts, podcasts, chats and other media events that are organized by BuckyBarr LLC or the Tournament Officials in connection with the marketing and promotion of the Official Competition and/or BuckyTour and/or Vienna Challengers Arena.

“**Official Competition**” means any tournament, series of tournaments or other event that (a) is part of an official BuckyTour competition (in the Bridge: Emerald Series) and (b) has been designated as an “Official Competition.”

“**Official Game**” means and instance of competition of Bridge: Emerald Series that is played as a part of an Official Competition

“**Online Event**” means (a) any online tournament, including any online qualifiers, that is part of an Official Competition, and (b) any Official Competition that is ordinarily held live and in-person but has been moved online due to health and safety concerns or the requirements of a governmental authority.

“**Region**” means the region in which a Team competes in Official Competition, as published in Appendix 6 or as may be determined by Tournament Officials.

“**Resident**” means either (i) a lawful resident of a jurisdiction in a particular Region on the date that the player registers for the Official Competition, or (ii) a citizen or national of a country in such Region.

“**BuckyBarr LLC**” means BuckyBarr Limited Liability Corporation.

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**“BuckyBarr LLC Parties”** means BuckyBarr LLC, or any of their respective affiliates and/or licensors.

**“Substitute”** means up to one substitute player that can go to the offline competition in the event that one Team Member is unable to be present for said offline competition

**“Team”** has meaning specified in the Background and Purpose section above and includes the 2 person squad that participates in an Official Competition.

**“Team Captain”** means the player for a Team that is designated as captain during the registration for the Official Competition

**“Team Members”** means each Team’s players.

**“Tournament Officials”** means the officials, referees and administrators designated by BuckyBarr LLC to operate an Official Competition

## **APPENDIX 2 - OFFICIAL COMPETITION STRUCTURE**

### **Stage 01 - Late April to Late June**

Bridge: Emerald Series North American Open Qualifier

### **Stage 02 - Mid August to Mid October**

Bridge: Emerald Series European Open Qualifier

### **Stage 03 - October 16th**

Bridge: Emerald Series North American Last Chance Qualifier

### **Stage 04 - November 19th**

Bridge: Emerald Series European Last Chance Qualifier

### **Stage 05 - November 20th**

Bridge: Emerald Series Offline Event

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### APPENDIX 3 - BRIDGE: EMERALD SERIES ELIGIBILITY AND RELEASE FORM

Name (Last, First)	Email Address:	Minecraft IGN

#### PLEASE READ CAREFULLY – IN THIS FORM YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS

- PURPOSE:** I have agreed to play in the Bridge: Emerald Series (“**BES**”). I would like the opportunity to participate in the Bridge: Emerald Series events (each, a “**Tournament**”). I understand that I will not have the right to play in the Tournaments, unless I agree to be bound by terms and conditions in this Eligibility and Release Form issued by BuckyBarr LLC (together with its affiliates, BuckyBarr LLC). I understand that I may be required to provide additional information to and execute additional legal documents directly through the BuckyBarr LLC.
- PLAY BY THE RULES:** I agree to abide and be bound by the Bridge: Emerald Series Global Policy and any rules developed by BuckyBarr LLC for my country or region (collectively, the “**Rules**”) and to observe and comply with all written and verbal instructions of BuckyBarr LLC, its affiliates and Tournament Officials regarding my conduct during Tournament play and related events, including instructions relating to access to, and secure use of, any facilities, hardware, software and equipment. I further agree to take no action that is inconsistent with applicable law, the Rules and/or the standard of good conduct, fair play and good sportsmanship. I acknowledge that I have access to the Rules, and understand that the rules are subject to change in accordance with their terms. Without prejudice to the BuckyBarr LLC’s rights, I acknowledge that, in order to maintain the integrity of the Bridge: Emerald Series, BuckyBarr LLC shall have the right to impose fines, suspensions, disqualifications, and other disciplinary action at its discretion.
- ELIGIBILITY:** I represent and warrant to BuckyBarr LLC that I am an eligible entrant, as defined in the rules, and that I am or will be 13 years of age or older on the date that I participate in the Tournament, and, if under 18 or otherwise a minor, I understand that my parent or legal guardian will be required to execute and deliver this Eligibility Release Form.
- RELEASE:** I hereby release, indemnify, and hold harmless BuckyBarr LLC and each of its sponsors officers, directors, shareholders, employees, agents, representatives, assigns and successors-in-interest (collectively, the “**BuckyBarr LLC Parties**”) from and against any damages, losses, claims, or causes of action arising out of the Tournament(s), regardless of legal theory. In no event shall BuckyBarr LLC be liable for any special, consequential, indirect, incidental, punitive, or exemplary damages, whether foreseeable or not, including but not limited to lost profits, revenue, or goodwill. I understand and agree that this Eligibility and Release Form shall apply to and protect the BuckyBarr LLC Parties and shall be binding on my heirs, administrator, custodians, trustees, agents and successors. I acknowledge that I am not an agent or employee of any BuckyBarr LLC Party and that no BuckyBarr LLC Party has any fiduciary obligations to me.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH GAME PLAY AND THE TOURNAMENTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS.**

- USE OF MY NAME AND LIKENESS:** Unless prohibited by law, I hereby grant to the BuckyBarr LLC Parties a license to live-stream, broadcast, or record my play of Bridge: Emerald Series at any Official Competition or party thereof, I further grant to the BuckyBarr LLC Parties a royalty-free, fully paid-up, worldwide right and license (with the right to grant sublicenses) to copy, publish, distribute, edit, host, store, and otherwise use and display my tag, nickname, photograph, likeness, image, avatar, voice, video, in-game persona, game play statistics, and biographical information (“**Biographical Materials**”), and create derivative works of the foregoing items, in any and all present and future media, on or in connection with (a) the broadcast or streaming of any coverage of all or any part of an Official Competition; (b) the marketing and promotion of any Official Competition or any game, match or tournament or part thereof; and (c) the marketing and promotion of the BuckyBarr LLC Parties and Bridge: Emerald Series. IN connection with these matters, I hereby release the BuckyBarr LLC parties from any and all liability associated therewith. I agree and I will have no right to inspect or approve the Biographical Materials that are used in any advertising. I understand that I will not receive compensation, fees, royalties, or any other form of payment for use of Biographical Materials. For the avoidance of doubt, nothing herein requires the BuckyBarr LLC Parties to make use of any of the rights granted above.
- PRIVACY:** I understand that BuckyBarr LLC will collect, store and use my personal information as outlined below in this section. I understand that BuckyBarr LLC needs to collect additional information from me because of my participation in the

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Tournaments. BuckyBarr LLC will collect some of this information from me directly, but may also obtain information about me from third parties (e.g., my team or Tournament Officials). I understand that I don't have to share info when BuckyBarr LLC, Tournament Officials or any third party asks me in connection with the Tournament, but if I decline, I might not be able to participate in the Tournaments. I understand that the additional information BuckyBarr LLC collects, directly or indirectly, may include:

- Personal details, which I submit as part of this Eligibility form;
- Information about me contained within my contractual arrangements if any, with my team and/or Tournament Officials (e.g. prize money);
- Information about my performance as a professional (e.g. game statistics) and all game performance data (peripheral inputs, communications, character selections, etc);
- Photographs and video footage of me from the Tournament participation (e.g. from Tournament Streams);
- Information linked to any disciplinary, grievance or other action;
- Communication data sent or provided to BuckyBarr LLC, such as emails, chat logs or other communications between me and BuckyBarr LLC or other third parties (e.g. when BuckyBarr LLC or Tournament Officials carry out investigations).

I understand that, in addition to the VCA Vienna privacy notice, BuckyBarr LLC may use and share my info to fulfill obligations such as: (a) promoting the Tournaments; (b) providing organizational, technical and administrative support; (c) monitoring and enforcing compliance with the Rules, including ensuring competitive integrity; (d) defending or pursuing legal or regulatory action, including litigation; (e) obtaining and maintaining insurance; (f) ensuring compliance with governmental agencies; and (g) improving Tournaments and BuckyBarr LLC services more generally. I've been informed that the legal basis for BuckyBarr LLC doing so include: (i) as is necessary to perform BuckyBarr LLC's obligations to me; (ii) with my consent; (iii) in my own and BuckyBarr LLC's legitimate interests (such as ensuring competitive integrity); (iv) to comply with legal obligations; (v) to protect my vital interests, or those of others; (vi) when necessary in the public interest; and (vii) where necessary for the purposes of BuckyBarr LLC's or a third party's legitimate interests. If BuckyBarr LLC processes any of my special category data (e.g. health data), this will be done with my explicit consent. I understand that BuckyBarr LLC is a global company with operations around the world. As a result, during and after my participation in the Tournament, my info may be processed anywhere we (including via BuckyBarr LLC Parties) or our partners and service providers do business, as outlined in the VCA Vienna Privacy Notice. I understand that info I provide to BuckyBarr LLC will be retained as long as is necessary to perform any contracts with me and for BuckyBarr LLC's legitimate interests, including complying with legal obligations, resolving disputes, enforcing our contracts and terms, preventing fraud and managing internal books and records.

**7. LIMITATIONS ON MY REMEDIES:** To the extent permitted by law, I agree that no lawsuit or any other legal proceeding against the BuckyBarr LLC Parties relating to or arising out of Bridge: Emerald Series, any Tournament, the Game or this Eligibility and Release Form shall be brought or filed by me or my guardians or representatives more than one (1) year after the incident giving rise to the claim occurred. To the fullest extent permitted by law, I agree that I will not bring any class action lawsuit (or authorize my guardians or representatives to bring any class action lawsuit) against any BuckyBarr LLC Party or be a representative plaintiff or plaintiff class member in any such lawsuit.

**8. TAXES:** I acknowledge and agree that the BuckyBarr LLC Parties shall not be responsible for the payment of any national, federal, state or local taxes imposed on me as a consequence of the prize payments I may receive from BuckyBarr LLC.

**9. USE OF OTHER PEOPLE'S STUFF:** I acknowledge that as a participant in a Tournament, I may have access to confidential information of the BuckyBarr LLC Parties, including information relating to the Game. I agree not to disclose any information marked, or reasonably understood to be, confidential, to any other person or entity, and agree not to use any such confidential information for any purpose other than for carrying out my obligations as a participant in a Tournament. In addition, I agree that I will not use, display, or misappropriate any trademarks, trade names, trade device, service marks, symbols, or other property of the BuckyBarr LLC Parties, including the trademarks for the Tournament, without the prior written consent of BuckyBarr LLC in each instance.

**10. OTHER TERMS:** This Eligibility and Release Form (including any questions relating to its existence, validity or scope) will be governed by the laws of Vienna, Austria, without giving effect to its principles or rules of conflicts of laws. This Eligibility and Release Form shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives. If any provision of this Eligibility and Release Form or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Eligibility and Release Form. I intend that all grants of rights, limitations of liability and exclusions of damages in this Eligibility and Release Form shall be upheld and applied to the maximum extent permitted by law. In entering into this Eligibility and Release Form I am not relying on any oral or written statements or representations made by any person or entity with respect to Bridge: Emerald Series, BuckyTour or this Eligibility and Release Form. This Eligibility and Release Form may not be amended except by a written amendment signed by BuckyBarr LLC. I understand that I may accept the terms and conditions contained in this Eligibility and Release Form by signing below or by clicking on the "Accept" button on an electronic version of this Form. This action creates an electronic signature that has the same legal force and effect as a handwritten signature.

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**I HAVE READ THIS ELIGIBILITY AND RELEASE FORM. I UNDERSTAND ITS CONTENTS AND LEGAL SIGNIFICANCE, AND I AGREE TO BE BOUND BY ITS TERMS. IF I AM UNDER 18 YEARS OF AGE, I UNDERSTAND THAT MY PARENT OR LEGAL GUARDIAN MUST SIGN.**

I HAVE READ THIS ELIGIBILITY AND RELEASE FORM. I UNDERSTAND ITS CONTENTS AND LEGAL SIGNIFICANCE, AND I AGREE TO BE BOUND BY ITS TERMS. IF I AM UNDER 18 YEARS OF AGE, I UNDERSTAND THAT MY PARENT OR LEGAL GUARDIAN MUST SIGN.

Team Member's Signature:

\_\_\_\_\_

Parent or Guardian Signature:

\_\_\_\_\_

Parent or Guardian Name (Printed):

\_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to, and, by signing above, I hereby do consent to the terms and conditions of this Eligibility and Release Form.