

VAINGLORY ESPORTS 2017

OFFICIAL TOURNAMENT TERMS AND CONDITIONS

Last updated 2/7/2017

1. Introduction

These are the Official Tournament Terms and Conditions (“Official Rules”) governing the Vainglory Esports 2017 series of competitive leagues and events (“Tournament”) brought to you by Super Evil Mega Corp. (“SEMC”) beginning 2/14/2017. These Official Rules set forth the terms and conditions for participating in the Tournament, including the official gameplay rules for Vainglory, as outlined in Section 14, below. All Players and Teams, as defined below, must comply with the rules and restrictions described in these Official Rules, and shall be subject to its terms, including, without limitation, the Code of Conduct and the Player Release.

Please review these Official Rules, including the Tournament Rules, before registering for the Tournament, and again immediately prior to your first Game. Please be advised that these terms are subject to change, as determined by the Tournament Organizers in their sole discretion. In the event of changes to the Official Rules or Tournament Rules, updates will be provided via the Tournament website, and as otherwise communicated by the Tournament Organizers.

SEMC maintains final ruling on any Tournament related disputes that may arise. Any matters of consequence not outlined in this document may be addressed by SEMC at the time of incident, and all rulings are considered final.

The Tournament structure is comprised of three primary components featuring the Vainglory (“Video Game”) from SEMC. The tournament operates in separate, concurrent events in both North America and Europe. The primary components of the Tournament in each region consist of online components, including the Challenger Series Leagues, the “Vainglory Eight” tournament series, and Challenge Battles, as well as the Unified Spring Championship.

2. Competition Format

2.1. Schedule Overview

2.1.1. North America Region

- Spring Season
 - Split 1 (March 11 - April 9)
 - Community Challengers
 - Vainglory Eight
 - Challenge Battles
 - Split 2 (April 15 - May 7)
 - Community Challengers
 - Vainglory Eight
 - Challenge Battles

2.1.1. Europe Region

- Spring Season
 - Split 1 (March 11 - April 9)
 - Community Challengers
 - Vainglory Eight
 - Challenge Battles
 - Split 2 (April 15 - May 7)
 - Community Challengers
 - Vainglory Eight
 - Challenge Battles

2.2. Program Structure

The Spring Season of Vainglory Esports 2017 contains online components including the Community Challengers, Vainglory Eight, and Challenge Battles. The Season is further divided into two Splits, called “Split 1” and “Split 2.”

The Spring season concludes with a cross-region finals called the Unified Spring Championship.

2.3 Community Challengers

The Community Challengers consist of one online tournament played over the course of each Split. The top three Teams from the bracket will be eligible to compete in the Challenge Battle for that Split.

2.3.1. Registration and Selection

Teams must apply through vaingloryleague.com or <https://goo.gl/forms/Hr9f3DOGfdsIsOf22>. Incomplete or invalid applications will not be considered for competitive play. Registration closes Thursday preceding the first day of the Community Challengers bracket. SEMC will select and seed the top 64 qualifying applications in their sole discretion. Criteria for making these selections may include: (i) previous Community Challengers performance (if any), (ii) in-game team performance, and (iii) individual player performance.

2.3.2. Format

Selected Teams will be placed in a double elimination bracket with Best-of-Three series in Draft Mode, except for Grand Finals which will be a Best-of-Five series in Draft Mode. The Grand Finals match will be one Best-of-Five series regardless of which Team wins the series.

2.4. Challenge Battles

Challenge Battles provide opportunities for top Community Challengers Teams to earn a spot in the Vainglory Eight, as well as the Live Championship events. The top three (3) teams in each region at the end of each Split will be given the opportunity to enter a Challenge Battle.

2.4.1. Qualification

Teams may qualify for a Challenge Battle if they place within the top three (3) teams in points standing through the Community Challengers during a Split. If one of the top three (3) teams is determined to be ineligible, the team below them in the points standing may be permitted to participate.

2.4.2. Seeding

The highest three placing teams in the challenger leagues will be seeded against the lowest three Vainglory Eight teams in the following order.

- The first challenger seed picks their opponent from the bottom three teams of the Vainglory Eight.
- The second challenger seed picks their opponent from the remaining two Vainglory Eight teams.
- The final challenger team must play the remaining unpicked Vainglory Eight team.

2.4.3. Format

All Challenge Battles are played as a Best-of-Five series in Draft Mode. Existing Vainglory Eight teams will be designated as side "A" for the first draft.

2.4.4. Result

The winner of the Challenge Battle will be inserted (or remain) in the Vainglory Eight and resume the same schedule as the Vainglory Eight Team that participated in the Challenge Battle. The loser of the Challenge Battle will be removed, if applicable, from the Vainglory Eight and receive Top seeding in the following Community Challenger Tournament. If winning a Challenge Battle would bring an organization in violation of Section 13.16, they must either decline to play in the Challenge Battle or declare a Team that they will relinquish all interest in to comply with Section 13.16 if the Team wins the Challenge Battle. This declaration must be made before the Challenge Battle is played.

2.5. Vainglory Eight

The Vainglory Eight is a weekly invitational tournament run by SEMC among the top Vainglory teams in North America and Europe. Selected teams begin in the Vainglory Eight based on their performance in the Live Event and online events in the previous season. SEMC reserves the right to adjust or fill any available Vainglory Eight slots as necessary to ensure a competitive season.

2.5.1. Qualification

Teams will be placed into the Vainglory Eight program based on their performance in previous Vainglory Esports events. Selected teams will be invited no less than seven days prior to the start of the Season. In the event that a Team declines or is ineligible to participate, other teams may receive an offer based on their historical performance.

2.5.2. Format

Each weekend of the Vainglory Eight consists of a single elimination 8 team bracket, with a 3rd place series. All series played will be Best-of-Three format in Draft Mode. The team that is given side A is randomly selected across all series at the start of the season.

Brackets are pre-defined for each weekend, with the bracket schedule published prior to the start of the season. Each team will be placed against a different starting opponent each week for their first match in the schedule. The full team schedule may be found at vaingloriesports.com.

2.5.3. Points

Each week, teams receive points as described in Section 2.6, below. The bottom 3 Teams in points at the end of each Split will play Challenge Battles against Teams from the Community Challengers and will be removed from the Vainglory Eight if defeated. Points earned during both splits will be used to determine the seeding for the Unified Spring Championships.

2.6 Points

2.6.1. Earning Points

Teams earn points for their performances in the the Vainglory Eight. Point totals are used to rank Teams over the course of each Split and the Season as a whole. Teams earn one point per match won, and two points for placing either 1st or 2nd place in a given week.

In a single best of three series, the winner will receive two points, while the loser will receive either zero or one point depending on whether the series went to a third match. This leaves the following point generation possibilities for each team throughout the course of a weekend tournament:

Placement	Minimum Points	Maximum Points
1st	8	8
2nd	6	7
3rd	4	5
4th	2	4
5th-8th	0	1

2.6.2. Points Forfeiture

Points may be forfeited as disciplinary action for rule violations.

2.6.3. Tiebreakers

If two or more Teams have the same point total, the tie will be resolved by applying the following tiebreakers listed in order of application:

1. The Team(s) with the best “head to head” match record (applies only if all tied Teams have played each other at least once)
2. The Team(s) with the highest match win percentage in the Season
3. The Team(s) with the highest seed defeated (strength of schedule)
4. The Team(s) with the highest individual tournament seed
5. The Team(s) with the highest average tournament seed
6. If none of the tiebreakers can resolve the tie, a Tournament Organizer will officiate a coin toss with Teams randomly assigned “heads” or “tails”

2.7. Unified Spring Championship

The Vainglory Unified Spring Championship event is an invitational Competition featuring Teams from the North America and Europe Vainglory Eight, it occurs at the end of the Spring Season.

2.7.1. Qualification

Teams from each region are eligible to receive invitations based on the following criteria.

2.7.1.1. North America & Europe

Six Teams from North America and Six Teams from Europe will be invited based on the same criteria.

- At the end of the Spring season the 12 teams from each region with most points will secure their place at the Unified Championship.

2.7.2. Attendance

Teams are expected to have, at minimum a roster of three (3) individuals and at maximum a roster of five (5), who are able to attend the dates of competition listed above, plus a day ahead of the event for media footage, and associated travel before and after the event.

2.7.3. Format

A total of twelve Teams from North America and Europe will be invited to play in the Unified Spring Championship based on the criteria listed above. The Competition will occur in a Single-Elimination bracket, as described below. All games played will be best of fives and the higher seed will first play on side A. If two teams are tied for seed, a coin flip will determine who will play first on side A.

2.7.3.1. Day One - Regional Play

Day One will exclusively feature regional play: NA teams will battle NA teams (based on seeds) and EU teams will battle EU teams. The top 2 teams in each region will receive a first-round bye in the tournament.

2.7.3.2. Day Two - Cross Region Play

Day two will exclusively feature mixed play: NA teams will battle EU teams (based on seeds).

2.7.3.3 Day Three - Semifinals & Grand Finals

Day three will feature the Semifinals and Grand Finals, determined solely by remaining competitors and their seeds, regardless of region.

3. Definitions

Best-of-X - means a series has X number of matches and the Team that wins a majority of the matches is declared the winner. Once a Team obtains minimum number of match wins to determine the winner the series immediately ends and any remaining matches are not played. For example, if a Team wins 2 matches in a Best-of-3 series that Team is immediately declared the winner.

Community Challengers - means a sanctioned series of tournaments run by partnered leagues as part of the Tournament, and the associated entities running the tournaments.

Competition - a category of competitive gameplay for the Video Game, as described in Section 1, above.

Europe - Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (except individuals located in Crimea), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine (except individuals located in Crimea), United Kingdom of Great Britain and Northern Ireland.

Live Event - any Competition not taking place online, such as the Unified Championship.

Match - a single game play event, a number of which shall constitute a series between Teams, as described in Section 13, below.

North America - The Bahamas, Canada, Costa Rica, Dominica, Jamaica, Mexico, the United States of America (including Puerto Rico, and the US Virgin Islands).

Player - each individual who is eligible for the Tournament, and elects to participate in the Tournament. All references to “Player” shall include the Player’s parent or legal guardian if the Player is a Minor.

Team - a group of Players who compete in the Tournament together as a unit. A description of Team requirements is provided in the Eligibility provision, below.

Team Captain - a self selected representative of a Team that may complete actions on behalf of the Team, such as communicating side preferences.

Tournament - the official Vainglory Esports program, and all online and offline components for the applicable season.

Tournament Entities - SEMC, their respective parents, subsidiaries, affiliates, vendors, agents, representatives, and the employees, officers, and directors of each such entity or organization.

Tournament Organizers - SEMC, and its agents and representatives managing the Tournament.

Other terms are capitalized within the document, and each capitalized term shall have the meanings ascribed to them in such provisions.

4. Eligibility

The Tournament is open to all legal residents of North America and Europe 13 years old and older as of March 11, 2017. All Players who are at least 13 years old, but under the age of majority in the jurisdiction in which they live (a “Minor”) must have the permission of a parent or legal guardian to apply to and participate in the Tournament. If the Minor qualifies for a Live Event, additional proof of parental consent and parent or legal guardian accompaniment may be required.

Individuals must be resident in one of the official countries in their specific region (Europe or North America), and all Teams must be comprised of Players from official countries in that region (Europe or North America, as the case may be). All Players and Teams must be able to provide proof of eligibility (including proof of residency, and tax form information), as reasonably requested by Tournament Organizers.

SEMC together with the other Tournament Organizer companies, and their respective employees, directors and officers, and their immediate families (spouses and siblings, parents and children and their spouses) and those of their respective parents, subsidiaries, affiliates, vendors, agents, representatives and any entity involved in the implementation, execution, prizing and prize fulfillment of the Tournament, are not eligible to participate in the Tournament without express written permission by SEMC; nor are governmental officials of any of the qualifying nations.

The Tournament is comprised entirely of Teams. Individuals may only participate in one Team at a time throughout the Tournament. Additionally, an individual may not earn points for two different Teams in the same split. A Team must have a minimum of three (3) Players to be eligible for the Tournament, and may have no more than 5 Players. If a Team becomes ineligible at any point during the Tournament, they may be disqualified from competition at the discretion of the Tournament Organizer. Teams may also consist of supportive members, such as coaches or owners who do not compete.

Individual Players must supply their own equipment, internet connectivity, and any and all permissions to access the Videogame, including, without limitation, a validly acquired copy of the Videogame and access levels to the Vainglory game servers, as applicable. Any exceptions or exclusions to the eligibility section must be agreed in writing by SEMC.

5. How To Apply

To apply for the Community Challengers, visit either vaingloryleague.com for the VGL or <https://goo.gl/forms/Hr9f3DOGfdsIsOf22> for VIS. Certain information about you, as a Player, will be recorded for the purpose of administering and fulfilling the Tournament, and such information may be disclosed to third parties (including SEMC, and other Tournament Organizers, fulfillment houses, etc.) as reasonably required to do so. This information will be stored and used in accordance with the SEMC [Terms of Use](#) and [Privacy Policy](#). Please review these terms for further information.

6. Player Participation Releases

By participating in a Tournament, you, as a Player, hereby grant to SEMC and its Tournament Organizers, including Community Challengers tournament organizers, permission to record, videotape and photograph the Player's voice, name (including Player name, username, avatar, gamertag or equivalent), image, likeness and to use such recordings, images and information, as well as Player's biographical information ("Player Information"), for all purposes in connection with the Tournament, including,

without limitation, recording and exhibiting Tournament gameplay, presenting and/or otherwise displaying Tournament results on the Tournament website and other online and offline destinations; recording, tabulating, presenting and/or otherwise displaying gameplay information pertaining to Player and Player's Team's performance.

All Player Information, including images, audio recordings, databases of information, bracket information, etc., made in connection with the Vainglory Eight, and Unified Championship will be owned by SEMC, which it may use, license, transfer or assign, in its sole discretion. All Player Information, including images, audio recordings, databases of information, bracket information, etc., made in connection with the Community Challengers will be owned by SEMC and the respective Community Challengers operator, which it may use, license, transfer or assign, at its discretion. Player grants to SEMC and each of its designees including Community Challengers organizers, the right to use, edit, adapt, post, stream, copy, display, perform, transmit, broadcast, and otherwise exploit Player Images and the Player Information, including any names, likenesses, voice, conversation, biography and any other attributes of Player's personality and appearance, individually or with others, in whole or in part, alone or in conjunction with other material, in any and all media now known or hereafter devised, in perpetuity (except for residents of France, which will expire within 5 years from date of participation) throughout the world, for the purpose of trade, advertising, promotion or any other lawful purpose whatsoever, without additional compensation, consideration, notification or permission, except where prohibited by law.

7. Agreement to the Official Rules

By participating in the Tournament, you, as a Player, fully and unconditionally accepts these Official Rules (including the Tournament Rules, which are the rules of gameplay for the Tournament itself), which are final and binding in all matters related to the Tournament. Receipt of any Prize is contingent upon Player's compliance with all of these Official Rules and satisfactory completion of any and all documentation necessary to effectuate payment (including tax forms or equivalent, as required by law). VOID WHERE PROHIBITED.

8. Code of Conduct

All Players are expected to exhibit good sportsmanship and maintain respect for one another and for all Tournament staff, including SEMC, Tournament Organizers, their staff, agents and representatives, and spectators. Any Player behaving inappropriately, or not competing in compliance with these Official Rules (including

the Tournament Rules), may be immediately disqualified from the Tournament and forfeit all potential Prizes. Inappropriate behavior includes, but is not limited to, the following:

- Swearing, screaming or threats
- Harassment
- Violence
- Collusion
- Cheating of any sort through any means
- Intentionally delaying or slowing gameplay
- Any other known or unknown manner of tampering with gameplay
- Offensive, vulgar or obscene usernames, avatars or Team names
- Sexism, ageism, racism or any other form of prejudice or bigotry
- Engaging in any activity which is deemed by Tournament Organizers to be immoral, disgraceful, or contrary to conventional standards of proper ethical behavior.
- Any other type of conduct deemed inappropriate at SEMC's sole discretion
Players agree to be bound by the decisions of the Tournament Organizers, which shall be final and binding in all respects. The Tournament Organizers reserve the right, at their sole discretion, to disqualify any individual it finds to be tampering with the type, process, or operation of the Tournament, or to be acting in violation of these Official Rules. Further, the Tournament Organizers reserve the right, at their sole discretion, to ban infringing players from any future tournament event organized by Tournament Organizers, if deemed necessary.

CAUTION: ANY DELIBERATE ATTEMPT TO DAMAGE ANY WEBSITE OR EQUIPMENT, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF A TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE TOURNAMENT ORGANIZERS RESERVE THE RIGHT TO

COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES AVAILABLE TO IT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Prizes

The Tournament will award One Hundred Sixty Five Thousand US Dollars (\$165,000 USD) at the Tournament in total for the season. Comprised of Two Thousand Five Hundred US Dollars (\$2500 USD) for each Community Challengers per region per Split, Twenty Thousand US Dollars (\$20,000 USD) per region for Vainglory Eight per region per Split, and Seventy Five Thousand US Dollars (\$75,000 USD) for the Unified Spring Championship live event. Prize pools will be shared among the top placements in each Competition, as provided below. The Prizes will be awarded directly by SEMC, subject to SEMC's receipt of satisfactory documentation (described below) to enable payment.

9.1. Community Challengers

Prizes for the Community Challengers will be awarded based on the points earned from the online competitions.

Standing	Prize Money (USD)
1st	\$1250
2nd	\$700
3rd	\$350
4th	\$250

9.2. Vainglory Eight

Prizes for the Vainglory Eight will be awarded based on the points earned from the online competitions per region, per split.

Standing	Prize Money (USD)
1st	\$5750
2nd	\$3250
3rd	\$2500
4th	\$2200
5th	\$1800
6th	\$1500

Standing	Prize Money (USD)
7th	\$1500
8th	\$1500

9.3. Unified Spring Championship

Prizes for the Unified Spring Championship event will be awarded based on the results of the Unified Spring Championship with a total prize pool of \$75,000 USD.

Standing	Prize Money (USD)
1st	\$30000
2nd	\$15000
3rd/4th	\$5000
5th-8th	\$3000
8th-12th	\$2000

10. General Prize Restrictions

Winners shall be required to execute an Affidavit of Eligibility, Liability/Publicity Release and any required payment information and tax forms (“Winner Forms”) in order to receive payment. Within thirty (30) days of receiving an executed copy of the Winner Forms, SEMC shall deliver to Winner the applicable Prize(s). Failure to take delivery of any Prize may result in forfeiture, and such prize awarded to an alternate Winner. Prizes may not be transferred or assigned until after a Winner has complied with all his or her obligations under these Official Rules. No substitutions may be made for Prize(s), except by SEMC, who reserves the right to substitute a Prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by SEMC in its sole discretion. By participating in a Tournament, Winner acknowledges that Tournament Entities have not and will not obtain or provide insurance of any kind relating to the Prizes. Winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) on any Prize won and on the value of any items or value transferred to the Player by SEMC, and will be required to provide his/her Social Security number, IRS Form W 8BEN, IRS Form W 9, or equivalent information for tax reporting purposes (at a time to be determined in SEMC’s sole discretion, and which may be prior to participation is a particular round or prior to receipt of any Prize by Player). SEMC will

file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any Prize or other items of value transferred to the Player by SEMC in accordance with IRS requirements, and SEMC may also share such documentation with a state or local government agency as required by law. Refusal or failure of a Winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W 8BEN, IRS Form W 9, or equivalent information), as determined by SEMC in its sole discretion, will result in the Winner forfeiting the Prize(s) and an alternate Winner being selected in accordance with these Official Rules. SEMC will award Prizes subject to any applicable withholding taxes, and the amount of the Prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the Prize. Winners who do not claim the Prize, or satisfy the information or documentation requirements within 6 months of the close of the Tournament or such earlier time as designated by SEMC, are void, and the Tournament Organizers shall have no further liability or responsibility to such Player(s) in connection with the Prizes.

11. Limitations of Liability

TOURNAMENT ENTITIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE VIDEOGAME SOFTWARE, EQUIPMENT, OPERATION OF THE TOURNAMENT, OR PRIZING, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION.

Tournament Entities shall not be responsible for any of the following:

- (i) incorrect or inaccurate information whether caused by users or by any of the equipment or programming associated with or utilized in a Tournament or by any technical or human error which may occur in the processing of a Player's registration or gameplay;
- (ii) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access which may result in alteration of gameplay or game results;

- (iii) any problems or technical malfunction of any network or lines, servers or providers, equipment, or software, including any injury or damage to Player resulting from participation in a Tournament;
- (iv) injuries or losses to Player's person or property arising or resulting from participation in a Tournament;
- (v) any acts or omissions by Tournament Entities or their employees, whether negligent or willful, in the conduct of the Tournament;
- (vi) any equipment or software malfunction; or
- (vii) the inability to complete a Game due to any technical malfunction.

Tournament Organizers, at their sole discretion, may require the replaying of any Game, match, or Competition, or declare any of the foregoing null and void by reason of any technical or other system error. If for any reason the Tournament or any portion thereof is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other causes beyond the control of Tournament Organizers, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Tournament or any portion thereof, Tournament Organizers reserve the right, at their sole discretion, to cancel, terminate, modify, or suspend the Tournament or any portion thereof. Without limiting the generality of the foregoing, in the event that Tournament Organizers determine, at their sole discretion, that any individual game, match, Competition or Tournament, has been tampered with or that the validity of any game, match, Competition or Tournament has been compromised for any reason, it may eliminate that game, match, Competition or the Tournament, and may conduct the Tournament on the basis of the remaining game, match, Competition and/or Tournament. In the event that any individual is adversely affected in a game, match, Competition or Tournament by any technical or equipment malfunction, Tournament Organizers reserve the right to schedule special game, match, Competition or Tournament among any such competitors so adversely affected. In the event of any cancellation, termination, modification or suspension of the Tournament or any portion thereof, Tournament Organizers will post a notice promptly on the Tournament website.

BY ENTERING AND PARTICIPATING IN A TOURNAMENT, PLAYER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS ALL TOURNAMENT ENTITIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, EXPENSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (INCLUDING SETTLEMENTS) FOR ANY INJURIES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH, OR LOSS OR DAMAGE OF ANY KIND, ARISING FROM OR IN CONNECTION WITH THE TOURNAMENT, ATTENDANCE AT ANY TOURNAMENT, OR ANY PRIZE. OR ANY OTHER MATTER OR ACTIVITY DIRECTLY OR INDIRECTLY RELATED TO THE TOURNAMENT, INCLUDING BUT NOT LIMITED TO LIBEL, SLANDER, DISPARAGEMENT, DEFAMATION, COPYRIGHT INFRINGEMENT, INVASION OF PRIVACY, OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. THIS OBLIGATION SHALL CONTINUE BEYOND THE TERM OF THE TOURNAMENT.

12. Privacy

Player acknowledges and agrees that SEMC may collect, store, share and otherwise use any personally identifiable information provided to SEMC throughout the Tournament, including, but not limited to, Player Information, and email address. Sponsor will use this information in accordance with its Privacy Policy located at <http://www.vainglorygame.com/?privacy-policy>, including for administering the Tournament and verifying a Player's identity, postal address and email address in the event a Player qualifies for a Prize. Player's information, including Player Information, may also be transferred to countries outside the country of Player's residence, including the United States of America. Such other countries may not have privacy laws and regulations similar to those of the country of Player's residence. Player has the right to request access, review, rectification or deletion of any personal data held by SEMC in connection with the Tournament by writing to Super Evil Megacorp, 400 1st Avenue, San Mateo, CA, 94401.

13. Disputes

These Official Rules are governed by the state and federal laws that apply to the State of California, United States of America. Except as otherwise provided herein, Any legal suit, action or proceeding arising out of or relating to these Official Rules, the operation of the Tournament or otherwise, will be resolved by litigation in the courts located within the City and County of San Francisco in the State of California, United States of America. You, as a Player, hereby consent to the exclusive jurisdiction of and venue of such courts, will accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them. Any dispute or claim relating in any way to this Tournament Participation Terms, the Vainglory Summer Season that arises between Player and the Tournament Entities (“Parties”) will be resolved by binding arbitration as described in this paragraph, rather than in court, in the City and County of San Francisco, California, except that (a) Player may assert claims in a small claims court if your claims qualify, and (b) either Party may bring suit by submitting to the courts in the aforementioned jurisdiction and waiving such Party’s respective rights to any other jurisdiction to enjoin infringement or other misuse of intellectual property rights. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. The Parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the Parties each waive any right to a jury trial.

13. Tournament Gameplay Rules

These are the Vainglory Esports Official Tournament Rules (“Tournament Rules”) governing the Tournament. The Tournament will be conducted according to the Tournament rules stated below in conjunction with the format described in the Official Rules

13.1. Language

Any use of language that is in violation of the Code of Conduct may result in Player bans, match forfeiture, or Team disqualification at the sole discretion of SEMC. All communication should be made through official channels including, but not limited to: In-Game messaging and email.

13.2. Match Settings

All matches are played as 3 vs. 3 on the map Halcyon Fold. If a Team is unable to field three players for a match, that Team will forfeit the match.

13.3. Heroes

All Heroes already publicly released may be used for matches. If a new Hero is introduced during a Season, that Hero may only be used if it is available to purchase with Glory (in-game currency) at least one week prior to the first match of the week's competition (Community Challengers, Vainglory Eight, or Challenge Battles, or United Championship).

13.4. Match Procedures

13.4.1. Side Designation

Prior to the start of a series, each Team is designated as either Side A or Side B as follows:

- For Community Challengers, the higher seeded Team will be automatically designated as Side A. The opposing Team is designated as Side B.
- For Challenge Battles, the defending (Vainglory Eight) Team will be designated as Side A. The opposing Team is designated as Side B.
- For Vainglory Eight matches, Team side is selected randomly at the start of the season for all matches and provided in the schedule for the season.
- For the Unified Spring Championship Bracket Stage, in a series between a 1st Seed and a 2nd Seed, the 1st Seed will play on Side A for the first match. In a series between two 1st Seeds or two 2nd Seeds, Side designation for the first match will be decided by a coin toss.

Teams designated as Side A may elect to be Side B instead at the discretion of Tournament Organizers. This may be limited to bracket play in Live Events.

13.4.2. Hero Picks and Bans

The Pick / Ban order follows the in-game Draft Mode of:

- Side A bans a hero
- Side B bans a hero
- Side A picks one hero
- Side B picks one hero
- Side B bans a hero
- Side A bans a hero
- Side B picks one hero
- Side A picks two heroes
- Side B picks one hero

Teams may opt to not ban a hero. In the event of an unexpected device or connection issue during the draft process, the Team that was in the process of choosing a hero should immediately declare in chat the hero they wish to select. The Tournament Organizer will determine any changes that need to be made to the drafting process to ensure Team equity based on what happened.

13.4.3. Map Sides

Side A will defend the Vain crystal on the left side of the map. Teams switch sides after every match of a series.

13.4.4. Win Conditions

A match is won when a Team destroys the enemy's Vain crystal first, or if the opposing Team surrenders, forfeits, or is disqualified by Tournament Organizers. Tournament Organizers may declare a win for a particular Team based on extraordinary circumstances, at the Tournament Organizers' discretion.

13.4.5. Substitutions

A substitution is defined as changing a line-up after a match has started. Substitutions may occur in between matches of a series.

13.4.6. Reporting Scores

For all Community Challenger matches, the winning Team must submit proof of the match result. "Proof" is defined as a Ban & Draft screenshot showing which heroes were selected and banned, in addition to a Gold Victory screenshot showing gold income from the match.

13.5. Match Disruptions

13.5.1. Disconnects

All Players are required to ensure a stable internet connection and device when competing in online tournaments.

For spectated / broadcast games, tournament Organizers will make best faith efforts to identify if a Player has clearly disconnected from the game or is non-responsive. If a pause is issued due to a disconnect, all Players should remain at their devices prepared to play during a pause. No warning will be given once a game is about to be unpaused. As soon as a game is unpaused, Players should continue playing. If it appears the issue has not been resolved, the Tournament organizer may choose to institute a second pause or let the match continue. If a Player is unable to resolve the issue after a pause, the Teams may be required to continue the games at the Tournament Organizer's discretion.

A match will not be restarted due to a disconnection unless all Players from both Teams agree to do so.

13.5.2. Selection Timeout

In the event of an intentional draft dodge, selection timeout, or other match disruption, the Player / Team that did not select must immediately declare a hero choice. If the tournament organizer determines the incident indicates unsportsmanlike conduct, they may enforce ban restrictions or hero selection limitations at their sole discretion.

13.5.3. Pause Requests

At live events, Players may request a pause from the referee by raising their hand if that Player is experiencing any technical issue affecting gameplay.

Pauses will not be granted when:

- A fight is happening at that moment defined by a Player inflicting damage or a status effect on a member of the opposing Team.
- A Team is in the process of taking a map objective.
- Any other game changing / key situation.

The referee will grant the pause when they see fit, and a delay before a pause will not be considered valid grounds for a replay/restart of the match.

During a pause, Players must remain seated and in the Vainglory application, and may communicate with other Players in the match using equipment provided by Tournament Organizers.

If the game is paused for an unusually long period of time, a Player participating in the match may raise their hand to request a restroom or water break. The requesting Player must be granted approval before any such action is taken during a pause, and any refreshment must be provided by the Organizers and any restroom break must be supervised by the Organizers. During an approved break, the Player must leave all electronic devices and other means of communication with the Organizers, and a chaperone designated by the Organizers will accompany the Player to the restroom to ensure there is no outside verbal communication.

13.6. Bugs & Exploits

The use or exploitation of Bugs and Exploits, whether known or unknown, is considered unsportsmanlike behavior, and reflects poorly on the Player, the game, and the Tournament. Players are prohibited from purposefully using game bugs, glitches, or exploits, regardless of whether they provide a perceived or tangible benefit to the Player or Team. The following is a non-exhaustive list of prohibited actions:

- “Sliding” (Where a character slides around the map instead of using the walking animation)

- “Teleportation” (Where a Player can teleport back out into the map when specific conditions are met)

13.7. Team Rosters

13.7.1. Team Captains

Each Team must declare one member of their roster to be the Team captain who represents the Team for all official decisions and serves as the main point of contact for the Team.

13.7.2. Rosters

Teams may only use Players currently on their roster for a match. Rosters must contain a minimum of 3 Players and up to 2 additional reserve Players which may be used as alternates. An individual may not simultaneously be part of more than one roster at a time. All Player accounts must be part of the same in-game Team when applying to be eligible for participation in the Tournament. Teams may have additional Players or accounts on an in-game Team, but only accounts submitted during the application process will be eligible to play in the Tournament.

13.7.3. Player Accounts

Players may only participate or apply to the Tournament with one account. Any Players identified as using duplicate (‘smurf’) accounts or behaving as a ringer on another Team will result in disqualification for all Players and Teams involved. Any account sharing identified during the Tournament will result in Player and Team disqualification. Any Players that receive a temporary or permanent account ban, even if for reasons outside of the Tournament, will be considered ineligible to participate in the Tournament for the duration of their ban.

13.7.4. Team Continuity & Roster Changes

13.7.4.1. Challenge Battles

Players participating on Teams from Community Challengers must be on the roster at the time of application. For Teams from the Community Challengers, only Players that were both on the roster at the time of

application, AND are currently on the in-game roster at the time of Challenge Battle are eligible to play in the Challenge Battle. For Teams from the Vainglory Eight, only Players that are eligible roster members at the time of the Challenge Battle may participate in the Challenge Battle.

13.7.4.2. Roster Additions

Vainglory Eight Teams may pick and integrate Players to fill their rosters during the waiver-wire period, provided the Player being added is not currently on the roster of another Team in the Tournament (Vainglory Eight or Challenge). Team additions made after the conclusion of Split 2 will be ineligible for participation in the Unified Spring Championship event unless explicitly approved by Tournament Organizers.

13.7.4.3. Roster Lock

Roster lock for Vainglory Eight occurs Saturday, February 11th, (at 3:00 PM Pacific) prior to the first Vainglory Eight broadcast of Split 1. Team additions after rosters are locked may only be made between February 12th and 19th (before 11:59 PM Pacific on the 19th) if the player being added is on the 'Waiver Wire'. A player is on the Waiver Wire if they are not on a roster after rosters lock.

Rosters unlock again (free agency begins) for teams who have not been invited to the Unified Championship on May 8th. For teams competing in the Unified Championship rosters unlock on May 22nd.

13.7.4.4. Unified Spring Championship Continuity

For the Unified Spring Championship, a Team must have in each match one player who competed in the event that earned the team their spot in Unified Spring Championship. (Live Championships / Spring Vainglory Eight Split 2). For the avoidance of doubt, an organization holds claim to a Unified Spring Championship spot. If the organization is unable to meet Unified Spring Championship continuity requirements, the organization must decline the invitation. Exemptions from this clause may be discussed with the Tournament Organizer and will be resolved at their discretion.

13.8. Match Obligations

13.8.1. Communications

Teams will communicate with their opponents and Tournament Organizers in a designated chatroom during all online stages of the tournament. A match officially begins when the Draft starts. For live events; once a match has officially begun, communication with anyone not designated as playing within the current match — including subs, coaches, managers and analyst — is strictly prohibited and may result in immediate disqualification of the Player(s) or Team.

13.8.2. Punctuality

All Teams must have 3 eligible Players be physically present or in the online match lobby by the match start time. For Vainglory Eight matches, Teams must be online and ready to play 15 minutes before the first match. Teams that do not have 3 eligible Players ready to play within 10 minutes of the match start time are subject to match forfeiture.

13.8.3. Breaks

Players may take at most 5 minutes in between matches for a break. Teams not ready after 5 minutes may be subject to match forfeiture at the discretion of Tournament Organizers.

13.8.4. Forfeits

Teams may not forfeit a match without prior authorization from Tournament Organizers and, even with authorization, are subject to further penalties for forfeiting. Potential penalties are outlined in Section 13.21.

13.9. Equipment

Players must provide their own devices for Community Challengers, Challenger Battles, and Vainglory Eight Online play. For Live Events, Players should bring their own devices. SEMC will provide backup devices (iPhone or iPad) in the case of a hardware failure.

13.9.1. Device Requirements

Players are responsible for keeping their devices charged, connected to the internet, and in a stable and operable state throughout the Tournament.

Devices must be controlled via touch / stylus input only; additional peripherals such as keyboards, mice, or controllers are not allowed.

13.9.2. Version Requirements

All online matches will be played on the current live game environment unless otherwise noted by Tournament Organizers. If a Live Event takes place two weeks or less after a new update is released, the tournament server will be played on the previously stable patch. All Players must natively run Vainglory on their devices (no emulation).

13.9.3. Additional Requirements for Live Events

13.9.3.1. Device Setup

Players will provide device for inspection prior to taking the stage each series, or in between matches at the request of Tournament Organizers. Devices must be kept in “Airplane Mode” (or equivalent) and “Do Not Disturb Mode” (or equivalent). Any device notifications received during a match may result in penalties.

13.9.3.2. Internet Connection

All devices must support a 5 GHz Wi-Fi connection. If a Player does not have a device that supports a 5GHz Wifi connection, they may be required to play on a backup device provided by SEMC. Tournament Organizers will enter the Wi-Fi password prior to each series on each Player’s device. Players are required to “forget” the WiFi network on their device at the conclusion of each series before they leave the stage.

13.9.3.3. Audio Equipment

Players will provide their own in-ear headphones to hear in-game sounds. Tournament Organizers will provide headsets to be placed over the in-ear headphones for Team communication. Players may not touch or remove headsets during a match unless instructed by Tournament Organizers. Players are not allowed to communicate via any means other than the approved, provided headsets and

communication system with their teammates. Players may not use their own equipment, with the exception of in-ear headphones. If any Player has any concern or medical requirement regarding the audio equipment, that must be communicated to Tournament Organizers at least two weeks prior to the start of the event.

13.10. Live Event Attendance

Eligible Teams will receive an invitation from Tournament Organizers to participate in Live Events. All Players that wish to participate in Live Events are responsible for having and providing legal documentation to establish their eligibility to travel and compete. This includes parent / guardian consent, government issued identification, passports, and applicable visas.

13.10.1. Travel Accommodations

Travel consists of airfare, transportation to and from provided accommodation, and venue as necessary. SEMC will provide travel for four (4) individuals from the Team. Three of these individuals must be eligible Players on the Team. The remaining two may be support individuals affiliated with the Team and Players, whether a Team captain, manager, or parent / guardian. Any additional Players or support individuals are responsible for their own transportation costs. Failure to provide information required to book a flight, or check in for a provided flight may result in the disqualification of a Player from the Live Event and future Live Events, at the discretion of SEMC.

13.10.2. Hotel Accommodations

SEMC will provide two (2) hotel rooms per Team with 2 beds per room for the duration of the live championship event. Players are responsible for any incidentals or costs incurred to any hotel rooms including room service or damage. Rooms with minors will have any consumable items removed or locked. Only individuals for whom accommodations are provided by tournament organizers are permitted in provided rooms.

13.10.3. Player Obligations

Upon arrival, Players will receive a schedule and expected “Call Time” sheet for the duration of the Live Event. Players are required to arrive at the designated location by the listed call times, and are expected to be available at the venue for the duration of the Media Day and all competitive tournament days.

13.12. Cheating

Any Players found to be cheating will result in an immediate series forfeiture for the Team. All Players and Teams must comply with the Code of Conduct described in the Official Rules.

13.13. Gambling

No Player, coach, team manager, administrator, broadcaster, or other staff of participating organizations may be involved with gambling or betting on any results of any Vainglory Esports match or competition. Betting or gambling on any Vainglory sports match or competition will result in an immediate disqualification of the organization from the current qualifier and a minimum 6-month ban of the offending Player from Vainglory Esports competition.

13.14. Collusion

All Players and Teams are expected to have a vested interest in performing to the peak of their abilities during all tournament play. If a Player or Team is determined to be colluding or acting in a way to negatively affect or ‘rig’ a match, or play for the performance benefit of another Team in the Tournament, they may, at the sole discretion of SEMC, be disqualified and barred from future entry into the Tournament.

13.15. Observers

In-game observers are not allowed except for Tournament Organizers, Tournament Organizer personnel, and approved shoutcasters associated with Tournament Organizer.

13.16. Team Ownership Restrictions

No owner or manager of a Team, or affiliate of an owner, may own or control, directly or indirectly, or have a direct or indirect financial interest, or be an employee or contractor of, more than one Team in either the Vainglory Eight or Unified Spring Championship. Any buyback provision, right of first purchase, or similar interest in a Team shall be treated as a controlling interest in such Team for the purposes of enforcing ownership restrictions.

13.19. Names, Logos, and Branding

13.19.1. Team and Player Names

Team and Player names must adhere to the following guidelines:

- Names shall not be offensive, obscene or vulgar, and shall not contain offensive, obscene or vulgar language (as determined by the Tournament Organizers in their sole discretion).
- Names may not contain trademarks, tradenames, or equivalent third party intellectual property without approval, such as in the case of a sponsorship.
- Names must remain consistent throughout the Season, and may only be changed with approval from Tournament Entities.

Tournament Organizers may ask players to change Team or Player Names for any reason.

13.19.2. Team Logos

Teams participating in the Vainglory Eight or Live Events are required to provide SEMC a logo in .png, .psd, or .ai format (with the latter highly preferred). If a logo is not provided, or deemed not appropriate for broadcast, Tournament Organizers will replace the logo with a standard Vainglory, VGL, or VIS logo. Tournament Organizers reserve the right to reject any logo for any reason.

13.19.3. Sponsorships

Sponsorship acquisition by Teams is unrestricted in the Tournament. Any sponsorship or branding that is deemed inappropriate or offensive may be

required to be covered up at the discretion of Tournament Organizers. Sponsors that fall under the following categories may not be displayed by Teams or Players during any Vainglory Eight or live Championship events without express written permission by SEMC.

- Gambling websites or services
- Tobacco products.
- Firearm or ammunition providers
- Alcohol Products
- Pornography or 18+ oriented websites, products, and/or services
- Any other brands or content deemed inappropriate at the discretion of Tournament Organizers

13.20. Apparel

All players must wear appropriate apparel at live events. All starting players must have matching shirts/jerseys with their Team logo visible. Jerseys and all other apparel worn at live events are subject to the restrictions set forth in Section 13.17 above and may be reviewed at the discretion of Tournament Organizers.

13.21. Rule Violations

If a Player wishes to report a rule violation, it must be done prior to the game starting unless the violation occurred in the middle of a game. Tournament Organizers may report rule violations on behalf of Players. Violating rules of Vainglory Esports may result in punishments for Teams and/or Players. Penalties are issued at the discretion of Tournament Organizers and may include (but are not limited to) the following:

- Match Restart
- Loss of Points
- Loss of Ban
- Temporary Player Bans
- Loss of Game
- Permanent Player Bans
- Loss of Match
- Prize Forfeiture(s)

13.22. Right to Publish

Tournament Entities shall have the right to publish a statement declaring that a Team and/or Player has been penalized. Any Players and/or Team which may be referenced in such declaration hereby waives any right to legal action against Vainglory Esports and/or Tournament Entities in connection with such announcement, including, without limitation, causes of action for breach, defamation and/or violations of rights of privacy or publicity.

13.23. Unforeseen Circumstances

These rules are an attempt to insure that the Tournament runs fairly and as smoothly as possible. However, unforeseen circumstances may require a special response, and for that reason the Tournament Organizer reserves the right to change any of the tournament rules or remove any Player at any time, for any reason, at their sole discretion.

14. Change Log

Date	Version #	Changes made
26/1/2017	0.1	N/A
14/2/2017	0.2	Prizing changes, updates registration locations for challenger. Minor edits