

'GLOBAL POKER CHAMPIONSHIPS – GRIZZLY GAMES' GOLD COIN TOURNAMENT OF CHAMPIONS TERMS AND CONDITIONS

VERSION: 1.0 DATE OF LAST UPDATE: 23 JANUARY 2020.

These Tournament Terms and Conditions apply to you, and are binding on you, if you participate in any Grizzly Games Events or the Tournament of Champions, or accept a Prize Package.

You must read these Tournament Terms and Conditions carefully in their entirety before you participate in any Grizzly Games Events or the Tournament of Champions. By participating in any Grizzly Games Events or the Tournament of Champions you confirm that you have read, accepted and agree to be bound by these Tournament Terms and Conditions, which include and are inseparably linked to our <u>Terms and Conditions</u>, <u>Privacy Policy</u>, <u>Responsible Social Gaming Policy</u>, and other game or promotion specific terms relevant to your participation, and acknowledge that they constitute our entire understanding with you with respect to your participation in any Grizzly Games Events or the Tournament of Champions.

If you do not agree with any provision of these Tournament Terms and Conditions or any other linked policy, rules or terms you must not participate in any Grizzly Games Events or the Tournament of Champions, or accept or use any Prize Package.

ONLY PLAYERS IN THE 50 STATES OF THE UNITED STATES OF AMERICA (EXCLUDING OUTLYING TERRITORIES AND THE STATE OF WASHINGTON) AND CANADA (EXCLUDING QUEBEC) ARE ELIGIBLE TO REDEEM PRIZES WON IN GRIZZLY GAMES EVENTS AND THE TOURNAMENT OF CHAMPIONS. PLAYERS IN OTHER JURISDICTIONS MAY NOT PARTICIPATE IN GRIZZLY GAME EVENTS AND THE TOURNAMENT OF CHAMPIONS.

1. **DEFINITIONS**

Customer Account means an account held by a Registered Customer.

Game means any one or more games available on the Platforms.

GC Tournament means a poker tournament Game played with Gold Coins.

Global Poker Merchandise means apparel, accessories and other products bearing the "Global Poker" logo, brand, image or words which the VGW Group may, at its sole discretion, decide to make available as part of the Tournament Promotion.

Gold Coin or **GC** means the virtual social gaming currency which enables you to play the Gold Coin Games. Gold Coins have no monetary value and cannot under any circumstances be redeemed for valuable prizes.

Gold Coin Game means any game played with Gold Coin currency. We may give you Gold Coins free of charge when you sign up to a Platform and thereafter at regular intervals when you log into a Platform. You may win more Gold Coins when you play the Gold Coin Games and you may purchase more Gold Coins on the Platforms. Gold Coin Games are social games and you cannot win valuable prizes when you play Gold Coin Games.

Grizzly Games Event means a GC Tournament where the prize includes entry to the Tournament of Champions.



Platform means a URL or mobile application belonging to, or licensed to, VGW Group.

Player or you means any person who participates in any Game or the Tournament Promotion.

Prize Package means a prize composed of the following:

- a. GC5,000,000;
- b. a trophy; and
- c. Global Poker Merchandise.

Registered Customer has the meaning given in our Terms and Conditions.

Tournament of Champions means the GC Tournament in which the Prize Package is available as a prize.

Tournament Promotion means the promotion run by us offering participants the opportunity to win the Prize Package.

Tournament Terms and Conditions means these terms and conditions, as amended from time to time.

VGW GP means VGW GP Limited (company registration number C78260) a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address at 5-7 Matilda Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1423 Malta.

VGW Group, we, us or our means VGW Malta and VGW GP.

VGW Malta means VGW Malta Limited (company registration number C74706) a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address at 5-7 Matilda Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1423 Malta.

Website means the websites located at https://qlobal.poker and all subdomains, subpages and successor sites thereof.

2. GENERAL

Information provided by us on the Platforms and Website about how to participate in the Tournament Promotion and details about the prizes available in the Tournament Promotion form part of these Tournament Terms and Conditions.

3. ELIGIBILITY TO PARTICIPATE

For the avoidance of doubt, the employees and former employees (less than 3 years since cessation of employment) of any company or individual involved with the provision of the Prize Package and their immediate family (spouse, parents, siblings and children, whether the relationship is by birth, marriage or adoption) and household members (people who share the same residence at least 3 months of the year) are not eligible to participate in Grizzly Games Events and the Tournament of Champions, unless approved in advance in writing by us.

4. HOW TO WIN A PRIZE PACKAGE

- 4.1. The Tournament of Champions will take place at 2:00 PM (ET) on 1 March 2020.
- 4.2. Subject to clause 4.3 below, the winner of the Tournament of Champions will be awarded the Prize Package.
- 4.3. Participants of the Tournament of Champions can check their finishing position on the Platform, however the winner of the Tournament of Champions and the recipients of the Prize Package and other prizes will be finally determined by us (taking into account eligibility requirements) and notified by email as soon as practicable after the Tournament of Champions using the email address associated with their Customer Account.
- 4.4. You can participate in the Tournament of Champions by winning entry to it through your participation in one or more Grizzly Games Events.
- 4.5. You can participate in Grizzly Games Events by registering for the Grizzly Games Events on our Platform and paying the required GC buy-in amount. Grizzly Games Events will run from 3 February 2020 to 23 February 2020.



5. PRIZE PACKAGE CONDITIONS

- 5.1. It is a condition of accepting the Prize Package that you must comply with all the terms and conditions relating to the Prize Package, including those of any individual or company involved in supplying the Prize Package or any part of the Prize Package.
- 5.2. The Prize Package is non-transferable and non-exchangeable.

6. TOURNAMENT OF CHAMPIONS - PRIZES

- 6.1. As set out in clause 4.2, the winner of the Tournament of Champions will be awarded the Prize Package.
- 6.2. Players that finish the Tournament of Champions in 2nd to 9th place will be awarded prizes in accordance with the prize table in Annexure A.
- 6.3. All Gold Coins awarded as prizes, including as part of the Prize Package, will be credited automatically to each Player's Customer Account as soon as practicable after the completion of the Tournament of Champions.
- 6.4. All decisions arising from or relating to the results of the Tournament of Champions and the awarding of the Prize Package and other prizes are subject to clause 10.1.

7. ADDITIONAL PROMOTION

- 7.1. We may run an additional promotion (**Additional Promotion**) where we award Gold Coins to the winners of the Grizzly Games Events and Tournament of Champions if they take pictures and/or videos of themselves wearing Global Poker Merchandise and upload them on their respective social media accounts as follows:
 - a. GC250,000 for sharing a photograph of you wearing Global Poker Merchandise with your trophy in front of your setup at home where you play poker at Global Poker;
 - b. GC250,000 for sharing a photograph of you wearing your Global Poker Merchandise in front of the 'Welcome To' sign for your hometown;
 - c. GC250,000 for sharing a photograph of you in front of your home with your trophy; and
 - d. GC1,500,000 for a 20 second video with your trophy at your home saying why you play at Global Poker.

7.2. Any Additional Promotion is:

- a. conditional on:
 - i. us first sending you an email requesting that you take the pictures and/or videos pursuant to clause 7.1;
 - ii. the photographs and videos referred to in clause 7.1 complying with all local laws and regulations; and
- b. subject to our <u>Terms and Conditions</u> (including but not limited to clause 6) and any additional terms and conditions we specify in our email to you.
- 7.3. All decisions arising from or relating to any Additional Promotion are subject to clause 10.1.

8. INTELLECTUAL PROPERTY RIGHTS

By participating in this Tournament Promotion and any Additional Promotion, you grant us and third parties acting on our behalf an irrevocable, perpetual, exclusive, world-wide, royalty free, sub-licensable, transferable licence to:

- use, reproduce, copy and publish all photographs, film recordings of, or relating to, you and your property (both personal and real) (Work) in any manner in which we see fit, including by way of promotion, advertising and public relations; and
- b. use your name, image, physical likeness, voice and any and all attributes of your personality and/or performance (appearance) as shown in the Work for promotional, marketing and advertising purposes, in any medium.



9. GENERAL LIABILITY RELEASE

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS AND AFFILIATES, OUR ULTIMATE PARENT AND PARENT COMPANIES AND ANY OF OUR SUBSIDIARIES AND RELATED ENTITIES:

- a. WILL NOT BE RESPONSIBLE TO YOU IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR, AND ARE RELEASED FROM, ANY AND ALL COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER), INCLUDING, WITHOUT LIMITATION, DEATH AND BODILY INJURY, DEEMED OR ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN A GRIZZLY GAMES EVENT, THE TOURNAMENT OF CHAMPIONS, THE TOURNAMENT PROMOTION, ANY ADDITIONAL PROMOTION OR ANY RELATED ACTIVITY; AND
- b. HAVE NOT MADE ANY WARRANTY, REPRESENTATION OR GUARANTEE EXPRESS OR IMPLIED, IN FACT OR LAW, WITH RESPECT TO THE PRIZE PACKAGE OR ANY OTHER PRIZE, INCLUDING, WITHOUT LIMITATION, TO SUCH PRIZES' QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

10. MISCELLANEOUS

- 10.1. **Disputes:** In the case of any dispute relating to:
 - a. your participation in any Grizzly Games Event, the Tournament of Champions, any Additional Promotion or the Tournament Promotion;
 - b. any component of the Prize Package or other prizes; or
 - c. these Tournament Terms and Conditions;

the final decision will rest with us and any decision we make will be binding and not subject to review or appeal by you or any third party. To the extent that a situation or issue arises for which these Tournament Terms and Conditions make no provision or are unclear, we reserve the right to make a decision regarding such situation or issue in our sole discretion and such decision will be final and binding.

- 10.2. **Amendments:** We reserve the right, at any time, to alter these Tournament Terms and Conditions as we deem appropriate and will try to ensure that such changes are reflected on our Website and/or Platforms in a timely manner. Your continued participation in a Grizzly Games Event or the Tournament of Champions following such amendment and notification shall serve as your acceptance of the amendments. You accept sole responsibility to review the most recent version of these Tournament Terms and Conditions each time prior to your participation in any Grizzly Games Event or the Tournament of Champions, and to enquire with us as to whether the version of the Tournament Terms and Conditions that is available on our Website and/or Platforms is the most recent version.
- 10.3. **Inconsistency:** If there is any inconsistency between these Tournament Terms and Conditions and anything else that refers to this promotion, these Tournament Terms and Conditions will prevail.
- 10.4. **Enforcement:** We (or an authorized third party acting on our behalf) have the right, in our sole discretion, to take all such action as we deem reasonable in order to enforce the provisions of these Tournament Terms and Conditions at any time.
- 10.5. **Assignment:** These Tournament Terms and Conditions are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights, licenses and/or and obligations, in whole or in part, under these Tournament Terms and Conditions to any third party without notice to you.
- 10.6. **Force Majeure:** We will not be liable for any delay or failure in performing our obligations to you under these Tournament Terms and Conditions in the event of acts, events, omissions or accidents beyond our reasonable control including (but not limited to) acts of God, fire, explosion, accidental damage, flood, earthquake, adverse weather conditions or other natural disaster, war, threat of or preparation for war, terrorist attack, civil war, civil commotion or riots and voluntary or mandatory compliance with any law.
- 10.7. **Governing Law:** These Tournament Terms and Conditions and matters relating hereto will be governed, and interpreted in accordance with the Laws of Malta and will be subject to the exclusive jurisdiction of the Laws of Malta.



Annexure A

<u>Prizes</u>

Position	Prize (Gold Coins)
2nd	1,000,000
3rd	900,000
4th	800,000
5th	700,000
6th	550,000
7th	450,000
8th	350,000
9th	250,000

