

# GLOBAL POKER™

## ‘HOMETOWN HEROES’ PROMOTION RULES

### 1. INTRODUCTION

- 1.1. The terms contained in this document (**Promotion Rules**) apply to the Promotion (defined below). By participating in the Promotion, you confirm that you have read, accepted and agreed to be bound by the Promotion Rules, which include and are inseparably linked to the Global Poker [Terms and Conditions](#), [Privacy Policy](#), [Responsible Social Gaming Policy](#), [Sweeps Rules](#) and other Game or Promotion specific terms relevant to your participation (collectively, the **Official Rules**), and acknowledge that they constitute the entire understanding between you and the VGW Group (also referred to as “we”, “us” or “our”) with respect to your participation in the Promotion.
- 1.2. Capitalized terms used but not defined in these Promotion Rules have the meanings given to them in the Global Poker [Terms and Conditions](#).

### 2. DEFINED TERMS

**Activities** means the activities referred to in clause 3.

**Additional Prizes** means the prizes that may be given to Event Winners that participate in the Promotion in accordance with clause 3.

**Eligible Tournament** means any one of the following tournaments:

- a. any of the ‘Championship Series’ tournaments;
- b. any ‘Home Series,’ ‘Summer Series,’ ‘Bounty Series’ or ‘Micro Series’ tournaments; or
- c. any other tournament that Global Poker, at its sole discretion, deems eligible.

**Event** means any one of the Standard Play or Promotional Play trophy events that are part of an Eligible Tournament.

**Event Winner** means a winner of one or more Events.

**Live Tournament** means a live poker tournament held at a physical venue.

**Merchandise** means the apparel, accessories and other products bearing the “Global Poker” logo, brand, image, or words which the VGW Group may, at its sole discretion, provide in the prize pack that Event Winners receive from Global Poker.

**Promotion** means the promotion referred to in clause 3.

**Promotion Affiliates** means our affiliates, subsidiaries, partners, officers, directors, employees, shareholders, agents, licensors, subcontractors, and suppliers.

**Promotion Material** means the emails, pop-up notifications and other marketing communications from Global Poker referred to in clause 4.

**Promotion Period** means, in relation to a particular Eligible Tournament, the period:

- a. commencing on the start date of; and
- b. ending 60 days after the end date of,

that Eligible Tournament or as otherwise specified by Global Poker in writing.

**Promotional Play** means Games played using Sweeps Coins.

**Share** means either of the following:

- a. to post on a Social Media Account and tag Global Poker in that post;
- b. to send via direct message from a Social Media Account to Global Poker's social media account; or
- c. to send via email to Global Poker at 'communicationsteam@globalpoker.com.'

**Social Media Account** means an account with Facebook, Instagram or Twitter held by an Event Winner.

**Standard Play** means Games played using Gold Coins.

**Trophy** means the trophy that an Event Winner will receive when they win an Event.

### 3. HOW THE PROMOTION WORKS

Subject to clause 4:

- a. we may run a Promotion during the Promotion Period where we give away free Additional Prizes to Event Winners if they participate in one or more of the following activities (**Activities**) and Share the photographs and/or videos taken as follows:

<b>ACTIVITIES</b>	<b>ADDITIONAL PRIZES (STANDARD PLAY EVENT WINNERS)</b>	<b>ADDITIONAL PRIZES (PROMOTIONAL PLAY EVENT WINNERS)</b>
Event Winner Shares a photograph of themselves at the place where they usually play on Global Poker's Platform (e.g. living room), wearing	GC250,000	\$20 Gold Coin Package + SC20



the Merchandise and with their Trophy.		
Event Winner Shares a photograph of themselves wearing the Merchandise in front of the 'Welcome To' sign for their hometown.	GC250,000	\$20 Gold Coin Package + SC20
Event Winner Shares a photograph of themselves in front of their home with their Trophy.	GC250,000	\$20 Gold Coin Package + SC20
Event Winner Shares a 30-second video of themselves with their Trophy at their home, saying why they play on Global Poker's Platform.	GC1,500,000	\$100 Gold Coin Package + SC100
Event Winner wins a Live Tournament wearing the Merchandise at all times during the Live Tournament and Shares a photograph of them winning the Live Tournament while wearing the Merchandise with Global Poker. <b>Only wins that are listed on Hendon Mob are eligible.</b>	Not applicable	\$1,000 Gold Coin Package + SC1,000

- b. Event Winners can participate in multiple Activities listed in the table above and stand to receive an Additional Prize for each Activity the Event Winner participates in;
- c. if an Event Winner completes one Activity but Shares the photograph and/or video taken for that Activity on multiple Social Media Accounts, the Event Winner will only stand to receive one Additional Prize (being the Additional Prize for that Activity); and
- d. photographs and/or videos taken in relation to an Eligible Tournament must be Shared by the Event Winner during the Promotion Period for that tournament. No Additional Prizes will be given for any photographs and/or videos Shared after the Promotion Period.



#### 4. PROMOTION REQUIREMENTS

- 4.1. Each Promotion, including the giving of any Additional Prizes under the Promotion, is:
- a. conditional on:
    - i. Global Poker first sending you an email, pop-up notification or other marketing communication (**Promotion Material**) specifically inviting you to participate in that Promotion by taking the pictures and/or videos described in clause 3 and Sharing them; and
    - ii. the photographs and videos of the Activities referred to in clause 3:
      - A. complying with all local laws and regulations, as well as any rules of the Live Tournament and/or venue where the Live Tournament is hosted; and
      - B. not infringing any third party's intellectual property rights; and
  - b. subject to Global Poker's [Terms and Conditions](#) (including but not limited to clause 7) and any additional terms and conditions we may specify in the Promotion Material sent to you.
- 4.2. By participating in this Promotion, you:
- a. acknowledge and agree to Global Poker's use of your personal information as described in Global Poker's [Privacy Policy](#). Acceptance of an Additional Prize also constitutes permission to Global Poker to use your name, likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law; and
  - b. grant us and third parties acting on our behalf an irrevocable, perpetual, exclusive, world-wide, royalty free, sub-licensable, transferable license to:
    - i. 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
    - ii. 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.
- 4.3. It is your responsibility to ensure that all the photographs and/or videos referred to in clause 3 are taken with the permission of the subject(s) (or, where the photographs and/or videos show an underage person, the consent of their parent) and venue/location/photo or sound owner and do not infringe on the copyright of any third party. You guarantee that you own the copyright of the photographs and/or videos and the usage rights required by the Promotion, and that your entry does not infringe on the privacy or any other rights of any person.



- 4.4. For the avoidance of doubt, you agree and acknowledge that you indemnify us under clause 19 of the Global Poker [Terms and Conditions](#) against any damage arising from your non-compliance with clause 4.3.

## 5. **AMENDMENTS**

We reserve the right, in our absolute discretion and without providing any reasons, to amend the Promotion Rules or to otherwise cancel, suspend or modify the Promotion in any manner we deem appropriate at any time and without prior notice. Players will have no legal recourse against us or our Promotion Affiliates for any such change, suspension, or termination.

## 6. **EXCLUSIONS**

- 6.1. We reserve the right, in our sole discretion, to:
- a. exclude any Player from the Promotion without providing any reasons; and
  - b. disqualify any Player from the Promotion if we believe that they have:
    - i. tampered or attempted to tamper with the entry process or the operation of the Promotion;
    - ii. otherwise violated the Official Rules;
    - iii. acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person; or
    - iv. acted in a way that is not in good faith or is inconsistent with the spirit of the Promotion.
- 6.2. You may voluntarily exclude yourself from our Games or Platforms at any time in accordance with our [Responsible Social Gaming Policy](#).

## 7. **PROMOTION DECISION**

Decisions made by us or our Promotion Affiliates in relation **to your participation in the Promotion, any component of the Promotion** and/or these Promotion Rules (including decisions regarding which Players are awarded Additional Prizes) will be final and 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 Promotion Rules 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.

## 8. **INDEMNITY AND LIMITATION OF LIABILITY**

- 8.1. WITHOUT LIMITING ANY PROVISION IN THE OFFICIAL RULES, BY PARTICIPATING IN THE PROMOTION YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:



- a. CLAUSE 19 OF OUR [TERMS AND CONDITIONS](#) (DEALING WITH INDEMNITY AND LIMITATION OF LIABILITY) APPLY IN RESPECT OF YOUR PARTICIPATION IN THE PROMOTION; AND
- b. UNDER NO CIRCUMSTANCES WILL WE OR OUR PROMOTION AFFILIATES BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULT FROM OR RELATE IN ANY MANNER TO YOUR PARTICIPATION IN THE PROMOTION OR ANY OTHER ACT OR OMISSION BY US, INCLUDING BUT NOT LIMITED TO:
  - i. YOUR FAILURE TO RECEIVE PROMOTION MATERIAL FOR WHATEVER REASONS, INCLUDING BUT NOT LIMITED TO YOUR SPAM, JUNK E-MAIL, OR OTHER SECURITY SETTINGS OR FOR YOUR PROVISION OF INCORRECT OR OTHERWISE NON-FUNCTIONING CONTACT INFORMATION;
  - ii. TECHNICAL, HARDWARE, OR SOFTWARE MALFUNCTIONS, LOST OR UNAVAILABLE NETWORK CONNECTIONS, OR FAILED, INCORRECT, INACCURATE, INCOMPLETE, GARBLED, OR DELAYED ELECTRONIC COMMUNICATIONS WHETHER CAUSED BY THE SENDER OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR USED IN THE PROMOTION; AND
  - iii. ANY TYPOGRAPHICAL, TECHNOLOGICAL, OR OTHER ERROR, HUMAN OR OTHERWISE, WHICH MAY OCCUR IN THE ORGANISATION AND ADMINISTRATION OF THE PROMOTION, INCLUDING BUT NOT LIMITED TO THE PROVISION OF PROMOTION MATERIAL AND THE INFORMATION CONTAINED THEREIN.

## 9. **INCONSISTENCY**

If there is any inconsistency between these Promotion Rules and:

- a. any of the other Official Rules;
- b. any Promotion Material;
- c. the rules for similar or identical promotions run by Global Poker, both past and present; or
- d. anything else on our Platforms or in any of our communications with you that refer to the Promotion,

these Promotion Rules will prevail to the extent of the inconsistency.

## 10. **GENERAL**



- 10.1. You may not assign or transfer any or all of your rights or obligations under the Promotion and/or the Promotion Rules.
- 10.2. Failure by us to enforce a right under the Promotion Rules does not result in waiver of such right.
- 10.3. If any part of the Promotion Rules is found to be unenforceable as a matter of law, all other parts of the Promotion Rules shall be unaffected and shall remain in force.
- 10.4. You acknowledge and agree that except where prohibited by law, as a condition of participating in the Promotion:
  - a. any and all disputes and causes of action arising out of or connected with this Promotion, including but not limited to prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (AAA) and held at the AAA regional office nearest to you (or for Canadian residents the International Centre for Dispute Resolution);
  - b. the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration;
  - c. judgment upon such arbitration award may be entered in any court having jurisdiction; and
  - d. all issues and questions concerning the construction, validity, interpretation and enforceability of these Promotion Rules, or your rights and obligations and those of the Sponsor/Promoter in connection with the Promotion, are governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.
- 10.5. Only in the event that clause 10.4 is not permitted by law, the parties agree that any dispute, controversy or claim arising out of or in connection with these Promotion Rules, or the breach, termination or invalidity of these Promotion Rules will be submitted individually without resort to any form of class action and exclusively to the courts in Malta, and you and we consent to the venue and personal jurisdiction of those courts. Notwithstanding the foregoing, any motion to compel arbitration or to enforce an arbitral award issued hereunder may be brought before any court of competent jurisdiction.

