

**2023 SHARKS CLUB CHAMPIONSHIP
OFFICIAL RULES**

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. THIS IS A SKILLS-BASED COMPETITION. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The 2023 Sharks Club Championship (the “**Tournament**”) is an esports tournament for players of the *Electronic Arts NHL*® ’23 video game on the Xbox Series S or Xbox Series X (“**Xbox**”) consoles (each, a “**Console**”).
2. The Tournament is sponsored by San Jose Sharks, LLC (“**SJS**” or “**Sponsor**”) and jointly administered by SJS and Leagu gaming Systems Inc. (“**LG**”) (together, the “**Administrator**”).
3. Tournament is only offered to legal residents of California. Void outside the state of California and where prohibited. IF ANY PLAYER (DEFINED BELOW) IS FOUND TO BE INELIGIBLE OR IS DISQUALIFIED AT ANY STAGE (DEFINED BELOW) OF THE TOURNAMENT HE OR SHE WILL NOT PROCEED TO THE NEXT ROUND OF THE TOURNAMENT AND, IF APPLICABLE, MAY BE REQUIRED TO RETURN ANY PRIZE AWARDED AND RECEIVED, OR ITS CASH EQUIVALENT, IN FULL WITHIN THIRTY (30) DAYS OF NOTIFICATION BY ADMINISTRATOR.
4. Tournament is subject to all federal, state, provincial, and local laws. Administrator shall be entitled to interpret these official rules (“**Official Rules**”) as needed in its sole discretion — including but not limited to rules regarding registrations, game play or other deadlines, Finalist (defined below) or winner determination, prize restrictions, and eligibility — and all its decisions are final and binding in all Tournament-related matters. By participating, you (or your parent/guardian if you are a Minor (as defined below)) irrevocably, fully, and unconditionally agree to be bound by these Official Rules and the decisions of Administrator and waive any right to claim ambiguity in these Official Rules or any other Tournament-related advertising or materials.

GENERAL

5. Players will use the Xbox Series S or Xbox Series X Console for game play, including for the Online Finals Event.
6. The Online Qualifier Round will be comprised of one tournament, to determine the top eight (8) Players who will advance to Day 2 of the Tournament (the “**Top 8**”). Day 2 of the Tournament will include general game play to determine the top 2 Players to advance to the Online Finals Event (defined below) as well as the Online Finals Event to determine the First Place winner. The Online Finals Event will consist of an online competition which shall be live-streamed on Twitch.
7. Administration: LG is solely responsible for organizing and administering the Tournament.

PRIVACY

8. Tournament is in no way sponsored, endorsed, or administered by, or associated with (except as expressly provided herein), the NHL Entities (defined below), Microsoft Corporation (“**Microsoft**”) or EA Sports, a division of Electronic Arts, Inc. (“**EA Sports**”). You are providing information to Administrator and not to Microsoft or EA Sports. The information you provide will only be used for administration of the Tournament and as otherwise set forth in these Official Rules. Any questions that you have about this Tournament must be directed to Administrator and not to the NHL Entities, Microsoft or EA Sports.
9. LG collects the information necessary for it and SJS to operate the Tournament at the time a Player registers his/her LG Account (defined below) and Game Account (below) and information collected from each Player will be shared with SJS. Administrator may share the information you provide or otherwise collected by Administrator with the NHL Entities. Without limiting SJS’s, LG’s, and the NHL Entities’ rights under their respective Privacy Policies (below), SJS, LG, and the NHL Entities may use such information to contact a Player for matters and events related to the operation of this Tournament.
10. By participating in this Tournament, you agree to the terms of the following privacy policies below, which may be updated from time to time, and to the extent necessary under applicable law, consents to the sharing of personal data among SJS, LG, and the NHL Entities as described in these Official Rules:

- a. **SJS/Sharks**: Visit [HERE](#) to review SJS/the Shark's current privacy policy (the "**SJS Privacy Policy**");
- b. **LG**: Visit [HERE](#) to review LG's current privacy policy (the "**LG Privacy Policy**"); and
- c. **NHL**: Any applicable NHL rules and policies, including, but not limited to, the rules and policies located [HERE](#).

ELIGIBILITY

11. To be eligible, each player (a "**Player**") as of the date of registration and at all times during the Tournament, must:
 - a. Be at least sixteen (16) years old, a legal resident of California, and physically located in California;
 - b. Have an active Xbox Gold account ("**Game Account**") or access via Xbox Gold Sharing;
 - c. Players must have access to an Xbox Series S or Xbox Series X Console;
 - d. Have a current LG account (a "**LG Account**") in good standing and access to the Internet;
 - e. Have access to a [Discord.com](#) account; and
 - f. Own or have access to an authorized copy of the EA SPORTS™ NHL® 23 ("**NHL 23**") for the Console. Next-Gen version Xbox Series S or Xbox Series X consoles.
12. This Tournament is only open to legal residents physically located in California who meet the criteria set forth above and as follows. Any Player who has not yet reached the age of majority in such Player's state/province/country and is at least the age of sixteen (16) (each, a "**Minor**") must obtain the permission of their parent/legal guardian in order to enter and play, and must be accompanied by their parent/legal guardian (a "**Guardian**") in the event of any in-person activities, and if the Player wins a Prize, that Prize will be awarded in the name of such Player's Guardian.
13. Only Players who meet the eligibility requirements described herein are eligible to be awarded the opportunity to compete at the NHL23WC (as defined below).
14. Administrator recommends having a valid Twitch® handle and that each Player streams their Games for verification. Players' use of Twitch is subject to the Twitch terms and conditions relating to service, data, and privacy ([Twitch Terms](#), [Twitch Privacy Notice](#)).
15. Your participation is subject to the applicable Console terms of service and privacy policy published by Microsoft. For more information, visit <https://www.xbox.com/en-US/legal/community-standards> and select your country of residence (if applicable).
16. Your participation is subject to the applicable Discord.com [terms of service](#) and [privacy policy](#) published by Discord.
17. There are no fees or service charges to create or maintain a LG Account, which you may create for free by visiting <https://www.leaguegaming.com/forums/index.php?login/login> and following the provided instructions. By participating, you agree to be bound by LG's [terms of service](#) (the "**LG Terms**") and the LG Privacy Policy (above) (collectively the "**LG Policies**").
18. Administrator reserves the right at any time during the Tournament to disqualify any Player or Finalist from further participation or eligibility for prizes, and/or to require the return of any prizes received, if Administrator determines, in its sole and absolute discretion, that such Player's or Finalist's LG Account has been suspended or is subject to suspension based on Player's or Finalist's violation of applicable LG Terms, including (a) providing false information or bypassing any age gate or similar restrictions to create a LG Account; (b) harassing other LG players and/or LG employees; or (c) engaging in suspected or confirmed fraud or unfair gameplay. You agree and acknowledge that such disqualification may be declared at any time during the Tournament, even if you have proceeded through one (1) or more matches (each a "**Match**") or Stages.
19. In addition, Administrator reserves the right in its absolute discretion to refuse registration or participation by any Player whom it reasonably believes is engaged in or has previously directed abusive, hateful, racist,

threatening, harassing or other offensive conduct at other Players or persons, which conduct Administrator determines would reflect negatively on the proper operation or reputation of the Tournament or on the goodwill or reputation of any of the Released Parties (as defined below).

20. Employees, officers, and directors of SJS, Sharks Sports & Entertainment LLC (“SSE”), San Jose Arena Management, LLC (“SJAM”), LG, the National Hockey League (“NHL”), NHL Entities (as defined below), EA Sports, Microsoft, any other entity directly involved in the development or administration of the Tournament, and the members of their immediate families (defined as spouses, parents, siblings, and children) and households, are not eligible to participate or win. The term “household” includes all persons residing together (part-time or full-time) in a single residence, whether or not related.
21. Administrator reserves the right to require any Player (including any Finalist) to present proof that he or she meets (or continues to meet) all eligibility requirements above, to disqualify any such Player or Finalist who does not present adequate documentation, as determined by Administrator in its sole discretion and at any time during the Tournament.
22. The term “NHL Entities” means the NHL, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., each NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, National Hockey League Foundation, NHL Foundation, each of the member clubs of the NHL, and each of their respective subsidiaries or affiliated entities, including any entity which, now or in the future, controls, is controlled by, or is under common control with the NHL or any of its member clubs, and the directors, officers, employees, partners, shareholders, owners and agents of the above entities.

ENGLISH LANGUAGE GAME PLAY

23. All Match play, including the Online Finals Event, will be hosted, conducted, and broadcast in English and all Players are expected and required to have sufficient command of English to participate.

TOURNAMENT SCHEDULE

24. As described in greater detail below, the following dates will apply to the Tournament. All times in these Official Rules refer to Pacific Standard Time (“PST”) unless otherwise indicated. All dates and times are subject to change as determined by Administrator in its sole discretion. If there is a change to the date or time of any Tournament Stage, Administrator will use reasonable efforts to notify all Players at least seventy-two (72) hours prior to the relevant event date. Administrator’s computer is the official time-keeping device for this Tournament.

Stage	Registration Period	Date	Start Time (PST)	End Time (PST)	Location
Online Qualifier Round 1 (“Day 1”)	January 23, 2023 – February 4, 2023	2/4/2023	3:30pm PST	8:30pm PST	Online Only
Online Qualifier Round 2 (“Day 2”)	N/A based on performance on Day 1	2/5/2023	2:00pm PST	8:00pm PST	Online Only

Online Finals Event

Stage	Starts (PST)	Location
Online Finals Event	Exact timing TBD based on timing of game play of Day 2	Online only

*As noted above, the Online Finals Event is intended to be a live event. However, SJS reserves the right to suspend or modify the Online Finals Event if it deems necessary. **See above.**

PRIZES

25. Eight (8) total prizes will be awarded to the Top 8 as follows:
- First Place Winner: The First Place Winner will receive (i) \$3,000 USD cash; (ii) one SJSharks Gaming Brand Ambassador opportunity (exact details to be provided by Sponsor); (iii) one (1) replica Sharks jersey; (iv) the Sharks Prize Pack (as defined below); and (v) the opportunity to compete at the NHL 23 World Championship event hosted by the NHL (the “**NHL23WC**”). Approximate Retail Value (“**ARV**”): \$3,260.00 USD.
 - Second Place Winner: The Second Place Winner will receive (i) \$1,000 USD cash; (ii) one (1) replica Sharks jersey; and (iii) the Sharks Prize Pack. In addition, solely in the event that the First Place winner is an Unqualified Winner and the Second Place winner is not an Unqualified Winner, the Second Place Winner shall also receive the opportunity to compete at the NHL23WC (as described herein). ARV: \$1,260.00 USD.
 - Third and Fourth Place Winners: The Third and Fourth Place Winners will each receive (i) \$500 USD cash; and (ii) the Sharks Prize Pack. ARV of each prize: \$580.00 USD.
 - Remaining Players of Top 8: Players whose final ranking within the Tournament are 5th through 8th place shall receive a Sharks Prize Pack. ARV of each Prize Pack = \$80.00 USD.
26. If the First Place winner has already qualified to compete at the NHL23WC (collectively, an “**Unqualified Winner**”), then the Second Place winner will be awarded the opportunity to compete at the NHL23WC; provided further, that if the Second Place winner is an Unqualified Winner, then, as between the two Finalists who did not qualify for the First Prize or the Second Prize, the opportunity to compete at the NHL23WC shall be awarded to the Finalist who is not an Unqualified Winner (and if both such Finalists are not Unqualified Winners, then to such Finalist who scored the most goals (in the aggregate) during the Online Finals Event). Notwithstanding the foregoing, in no event will the Second Place winner or any other Finalist (other than the First Place winner) be entitled to the First Place Cash Prize. The opportunity to compete at the NHL23WC has no cash value. If the opportunity to compete at the NHL23WC is unavailable or cannot be or is not fulfilled for any reason, such winner will not be entitled to any substitution, remuneration or alternate prize. The NHL23WC is not sponsored, administered, or otherwise associated with (except as expressly provided herein) the Tournament or Administrator. Administrator is not responsible for the NHL23WC in any way including, without limitation, the terms, conditions, or rules of the NHL23WC and any costs (travel, prizing, or otherwise) associated with any participation in or involvement with the NHL23WC. Administrator shall not be responsible or have any liability if any winner in this Tournament does not compete at the NHL23WC or if the NHL23WC does not take place for any reason.
27. “**Sharks Prize Pack**” shall consist of one Sharks-branded t-shirt, one Sharks-branded hat, one Sharks-branded puck. The exact design, style and sizing of each item in the Sharks Prize Pack shall be determined by Sponsor in its sole discretion.
28. The likelihood of winning will depend on the skill of each Player and the number of Players registered to participate.

PRIZE RESTRICTIONS

29. All prize values referenced in these Official Rules shall be in USD.
30. All prize details shall be at SJS’s sole discretion. Each prize consists only of those items specifically listed as part of the prize. Each Finalist and required Guardian (if any) assume sole responsibility for all expenses and incidental costs associated with the prize not explicitly outlined above, including without limitation, all applicable country, federal, provincial, state, and local taxes (if any), VAT taxes or fees, surcharges, fees, and Internet access.

31. Prizes are subject to change or cancellation without written notice or warning. Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions, including but not limited to travel restrictions, taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen or foreseeable at the time the Online Finals Event occurs, render the fulfilment of all or a portion of the prize delayed, hindered, adversely affected, impracticable, or impossible, SJS, in its sole and absolute discretion, reserves the right to evaluate, make modifications to, and restructure the fulfilment processes and timelines for the prize, or portion thereof. SJS may modify and/or restructure the prize or portions thereof to comply with government orders or guidelines and SJS's health and safety requirements.
32. SJS will furnish an Internal Revenue Service ("IRS") Form 1099 to the winner (or if a Minor, Player's Guardian, if applicable) who is a United States Citizen or Resident (as defined by the IRS) for the ARV of the prize provided hereunder with an ARV of \$600 USD or greater for the year in which prize was won. Further, such winners/Players will be required to provide SJS with IRS Form W-9. Winners may be required to provide SJS with bank account information to receive a wire for the payment of prizes.
33. Any and all remaining applicable country, federal, provincial, state, and local taxes and all fees, costs and expenses related to acceptance and use of any Prize hereunder not specifically stated herein as being included as part of the Prize, including but not limited to, VAT taxes and/or other expenses, are the responsibility solely of winning Players. All US and local tax reporting, including the filing of relevant tax returns, is the responsibility solely of the winning Players. Prize cannot be substituted, assigned, or transferred by winning Players; however, SJS reserves the right to make equivalent prize substitutions.
34. All cash prize values are listed in USD. Cash prizes will be paid directly to and in the name of the winners (or their Guardian, as applicable) and will not be paid to any third party, including but not limited to agencies, agents, or representatives of winners.
35. Non-cash prizes or prize components are not exchangeable or redeemable for cash, may not be sold, bartered, or auctioned, and must be accepted as awarded, without substitutions. The right to receive any prize is not transferrable. Any prize or portion thereof not used or accepted by any Finalist/winner is forfeited and no cash or substitute will be offered or permitted, unless required by law. Prizes may not be substituted except that SJS in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.
36. Prizes or prize components will be distributed to the winners within forty-five (45) days of verification by Administrator. Additional information regarding prize distribution may be provided to the Finalists/winners at the time of notification.
37. Prizes offered are provided "as is" with no warranty or guarantee either express or implied by Released Parties. Merchandise prize components (if any) carry no warranty other than that offered by manufacturer. Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply. The Released Parties (defined below) are not responsible if any prize cannot be awarded due to cancellations, delays, or interruptions due to acts of God, acts of war, natural disasters, weather, public health emergencies (e.g., pandemics), or terrorism.

TO PARTICIPATE

38. Tournament will consist of three (3) stages (each a "Stage"), described in greater detail below:
 - a. **Stage I: Registration Period:** Eligible individuals may register to participate as Players during the Registration Periods described herein. Only the first 256 eligible Players to signup will be eligible to participate in each qualifier.
 - b. **Stage II: Online Qualifier Rounds:** Registered Players will compete in the Online Qualifier Round, a double

elimination, best-of-one ("BO1") game ("Game") format. Players will be randomly placed by Administrator into one (1) 64-player bracket. There will be four (4) 64-player brackets total. Each bracket will produce one (1) semi-finalist. The 4 semi-finalists will play a best-of-three ("BO3") series vs another semi-finalist. The Player in bracket A will play the Player in bracket B, and the bracket C Player will face the bracket D Player. The 2 semi-finalist winners will proceed to the live final competition (the "Online Finals Event").

- c. **Stage III: Online Finals Event:** The Online Finals Event to determine the winners will be held on February 5, 2023. The First and Second Prize winners will be determined based on the outcome of the Online Finals Event, which will be structured as a single elimination, BO3 competition. The semi-finalist winners of the Tournament will face off in the Online Finals Event to determine the First and Second Place Winners.

Stage I: Registration Period

- 39. Registrations will be accepted as outlined in the table(s) above (the "**Registration Period(s)**"). All registrations must be completely submitted and received by Administrator no later than the time outlined above. Proof of sending is not proof of receipt by Administrator. Administrator will not accept screen shots as proof of entry.
- 40. To register, visit www.SJSharks.com/1v1 (the "**Tournament Page**") and log into or create your LG Account. Then, follow the instructions to complete an official registration form with all required information, which may include your name, e-mail address, phone number, and age or date of birth and identify the Game Account you will be using in the Tournament (the "**Required Information**"). This is the only method of registration. Registrations will not be accepted via U.S. mail, e-mail, or any other method.
- 41. You must use the same Game Account and LG Account for all Tournament play. The use of any Game Account/LG Account other than the one identified in your registration form may result in your disqualification. By registering, you authorize Administrator to verify that your name is registered to the Game Account/LG Account listed on your registration form. If Administrator is unable to conclusively verify that the name of a Player matches the Game Account/LG Account used to register for the Tournament, that Player will be disqualified.
- 42. IMPORTANT: DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO REGISTER. WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS.
- 43. Limit one (1) registration per Player per qualifier. Additional registrations received from or for any such Player thereafter will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different e-mail addresses, or the submission of false contact information under multiple or different e-mail addresses, identities, registrations, accounts or logins) or any other devices or artifices to participate or encourage, directly or indirectly, multiple or false registrations are prohibited and suspected or detected registration method violations may void some or all registrations submitted by that Player, in Administrator's sole discretion. No group registrations will be accepted.
- 44. Registrations must be associated with a valid LG Account and e-mail address for the Player. Administrator is not responsible for electronic communications that are undeliverable because of any form of active filtering of any kind or failure to enable device to receive "push" or other notifications or settings that prevent receipt of "push" or other notifications. In the event of a dispute as to the identity or eligibility of a Finalist or winner based on a LG Account, the entry will be deemed made by the "**Authorized Account Holder**" of the LG Account used for entry. The Authorized Account Holder is the natural person who is assigned to the LG Account by LG. In the event of a dispute as to the identity of any Player, the potential Finalist or winner agrees to furnish requested documentation confirming his/her status as the Authorized Account Holder.
- 45. Players who fail to provide any Required Information may be disqualified without further notification by Administrator. Administrator is not responsible for registrations that are lost, misdirected, undelivered, garbled, distorted, truncated, incomplete, illegible, incorrect, or late for any reason, and all such registrations are void. Administrator reserves the right in its sole discretion to disqualify any registration at any time that in its opinion does not comply with these Official Rules. Registrations become the property of Administrator and will not be returned or acknowledged.

Stage II: Online Qualifier Round

46. Day 1 will consist of one (1) Online Qualifier Round on February 4, 2023. The Top 8 will advance to Day 2 for the chance to compete in the Online Finals Event on February 5, 2023. Match play will be conducted for up to eight (8) hours on Day 1 and the Online Finals Event and will not extend beyond the end times listed in the table above.
47. **Event Check-In:** At least one (1) hour prior for each series. To check-in, the Player will select the Match and click the green "Check-in" button on the Tournament Page. If the Game is played, that is also considered a "Check-in."
48. Players are solely responsible for checking the Tournament Page to determine the start time for each Match. Failure to timely check in and confirm participation in a scheduled Match (within fifteen (15) minutes after the scheduled start time of such Match) may result in that Player's forfeiture of the Match.
49. The initial brackets will be seeded on a random basis as determined by LG. Match play in the Online Qualifier Round will be double elimination, BO1 format, as follows:
 - a. All Players start in the top or winners' bracket ("**Winners' Bracket**"). When a Player loses for the first (1st) time, he or she will be moved to the lower bracket or losers' bracket ("**Losers' Bracket**"), where he or she will play Matches against other Players in the Losers' Bracket.
 - b. Upon any Player's second defeat during the Online Qualifying Round, that Player will be eliminated from the qualifier. Match play will continue in the Online Qualifier Round until the Top 8 Players remain in the qualifier in order to advance to Day 2. Subject to verification of eligibility, the top 2 Players of the Top 8 as determined on Day 2, will be declared semi-finalists and proceed to the Online Finals Event.
50. All Match play is subject to monitoring by Administrator. Only head-to-head matches played through the Online Qualifier Round will count towards a Player's qualification for the Online Finals Event. Matches that are not played through the Online Qualifier Round will not count towards a Player's qualification.
51. The procedures set out below in Match Procedures will apply to all Match play during the Online Qualifier Round except where otherwise noted.
52. The Top 8 Players advancing to Day 2, must live-stream their remaining Games on Twitch. Each Top 8 Player acknowledges and agrees that Sponsor will re-broadcast such Game play on the SanJoseSharks Twitch.

Stage III: Online Finals Event

53. On February 5, 2023, the top 2 finalists will compete in an Online Finals Event competition.
54. Match play during the Online Finals Event will be single elimination, BO3 Games. The procedures set out below in Match Procedures will apply to all Match play during the Online Finals Event except where otherwise noted.
55. Subject to verification of continued eligibility and compliance with these Official Rules, the top ranked Finalist at the conclusion of the Online Finals Event will be declared the First Prize winner followed by the Second Prize winner.

MATCH PROCEDURES

56. All procedures and details below ("**Match Procedures**") are subject to change at the discretion of the Administrator. Any material changes to the Match Procedures will be communicated to each participating Player or Finalist, as applicable, and posted on the Tournament Page as early as possible.
57. By participating, you agree that all disputes will be resolved by the Administrator strictly in accordance with these Official Rules and any other rules and procedures put in place during each of the individual Stages and that such decisions shall be final, conclusive, and binding in all respects.

Equipment

58. Except as set forth below, Players must use their own hardware, software, monitor, headset, and any other additional hardware/accessories for the full duration of all Matches during the Tournament.
59. In the event of equipment failure during any Game, the affected Player may stop the Game in progress to obtain a replacement. In that event, the Player must obtain a suitable replacement and resume Game play within five (5) minutes or will forfeit that Game.

Hosting Player and Game Settings

60. The hosting Player (“**Hosting Player**”) will be determined at random for each Match. The Hosting Player is responsible for ensuring the proper Game Settings (below) are in use before the Match begins. Failure to ensure Game Settings may result in forfeiture by the Hosting Player.
61. In any Match, if both Players agree, the lobby may be re-hosted by other Player, who then will become the Hosting Player.
62. The following settings (“**Game Settings**”) are to be used in all Match play during the Online Qualifier Round and Online Finals Event:
 - Game Mode: Online Versus
 - Difficulty: All-Star
 - Period Length: 4 minutes
 - Game Type: Competitive
 - Rules: Custom
 - Fighting: On
 - Penalties: On
 - Injuries: Off
 - Offsides: Delayed
 - Icing: Hybrid Icing
 - Tie Break: Continuous Overtime
 - Control Goalie in Shootout: On
 - Teams: San Jose Sharks current roster
 - Music: Off
 - Announcers: Off
 - Position Lock: Off

In-Game Names/Avatars

63. Players are solely responsible for ensuring that their in-game names or avatars (“**Avatars**”) are (a) consistent with general standards of decency, (b) not derogatory to Administrator, (c) not profane or offensive, and (d) not in infringing on any third-party proprietary or other rights. Players acknowledge and agree that Avatars shall be subject to change as required by Administrator in its discretion.

Apparel

64. All apparel worn by Finalists while on camera in connection with Day 2 of the Tournament, including the Online Finals Event shall be subject to approval by Administrator in its sole discretion, to the extent permitted by applicable law. Further, Administrator may require that specific apparel be worn by Finalists on camera during Day 2 and/or the Online Finals Event. In such event, such apparel will be provided by Administrator. By participating, Finalists agree to wear such required apparel, if applicable.

Brand Sponsorship or Promotion

65. Finalists may not visibly or public display or promote any third-party brands during Day 2 or any Online Finals Event or other Tournament-related activities without prior approval by Administrator.

Confidentiality

66. Players acknowledge that they are prohibited from disclosing or otherwise communicating (either privately or publicly via social media or otherwise) information related to the Tournament results without Administrator's consent until after the final outcome of the Tournament has been made public and that they may be required to sign documentation to that effect as a condition of continued eligibility.

Connectivity and Readiness

67. Each Player is solely responsible for ensuring his or her readiness and ability to play his or her Match prior to the start of the Online Qualifier Round or individual Match, as applicable, including: (a) ensuring a stable Internet connection; (b) confirming his or her ability to connect to his or her Game Account; (c) possession and proper functioning of all hardware or other items required to play NHL 23 on his or her Console; and (d) timely check-in to and completion of, all Match play. Failure to do so may result in that Player's forfeiture of the relevant Match.
68. **Match Check-In:** You **must check in and confirm** your participation within fifteen (15) minutes after the scheduled start time of **each** Match. Failure to do so will result in automatic forfeiture of the Match. If both Players meet up and play their respective Game, this is considered a "Check-In".

Match Room Creation and Start

69. Upon creation of a match room (a "**Match Room**") for the two (2) Players in a Match, both Players must commence "Online Versus" play within fifteen (15) minutes. Failure to do so by either Player may result in his or her forfeiture of the Match in Administrator's sole discretion based on these Official Rules.

Administrative Assistance

70. During Match play, either Player can request assistance of the Tournament official ("**LG Admin**") via the official LG Discord ("**LG Discord**") under the "Help Desk" channel. To access this channel:
 - a. Point your browser to this discord invite: <https://discord.gg/UsnVpeN>
 - b. Login to discord and join the LG Discord
 - c. In the Discord channel groupings, look for the grouping titled "SJSharks Gaming"
 - d. Under the "SJSharks Gaming" grouping, look for the channel titled "Help Desk"
 - e. Post in this channel and an LG admin will assist you with your request

Disconnections and Pauses

71. If a Player is unwillingly disconnected from a Game, he or she will need to restart the Game and continue play from the remaining time left in the original Game. Five (5) additional "in-game" minutes will be added to the clock to compensate for the real minute of play in the third period.

For example: Player disconnects with 10 minutes left in the second period. Game is restarted. The entire FIRST period is played, followed by 15 in-games minutes of second period to conclude the game.

For example: Player disconnects with 10 minutes left in the first period. Game is restarted. The entire FIRST and SECOND period is played, followed by 15 in-game minutes of third period to conclude the game.

For example: Player disconnects with 1 minute left in the third period. Game is restarted. The first five (5) in-game minutes of the first period are played to conclude the Game.

72. A Player may pause Game play (each, a "**Pause**") no more than twice in any Game and no Pause shall last longer than thirty seconds (:30). In the event of a violation of this rule, the other Player should alert LG Admin to such violation via the LG Discord and Administrator will address the violation in accordance with the Rules and Violations section (below).

Bugs or Glitches

73. If a Player suspects that a bug or glitch (a “**Glitch**”) has affected Match play, the Players must complete the entire Match. After the Match has concluded, the affected Player or Players must use the LG Discord to notify the LG Admin of the Glitch and provide any related evidence or documentation of such Glitch (together the “**Glitch Report**”).
74. Based on its review of the Glitch Report, and subject to the Rules and Violations section (below), the LG Admin will decide whether or not the Match must be replayed and/or whether any violation occurred (such as abuse of such Glitch) that requires forfeiture or disqualification. The results of any Game or Match that is replayed in full thereafter will be final.
75. If any technical issues arise, Matches should be continued as normal by the Players once such issues are resolved; in the case of a server crash, difficulty in contacting the network or other unforeseen circumstances, it is the Player’s responsibility to contact the Administrator for assistance.

Match Result Reporting and Disputes

76. AT THE CONCLUSION OF THE MATCH, BOTH PLAYERS MUST CAPTURE SCREENSHOTS (“**SCREENSHOT**”) OF THE MATCH RESULT (“**MATCH RESULT**”) IN ORDER TO ADDRESS ANY DISPUTES. Failure to provide proof of the Match Result (defined below) on request may result in forfeiture by one or both Players.
77. The winning Player must manually enter the Match Result into the Tournament Page and the other Player then will have ten (10) minutes to dispute the Match Result. Failure to dispute the Match Result within ten (10) minutes signifies that Player’s confirmation of the Match Result. In the event of a dispute regarding the Match Result, the disputing Player should notify the LG Admin via LG Discord.

DISQUALIFICATION

78. The following procedure will apply in the event of disqualification in whole or in part:
 - a. Players: If a Player is disqualified for any reason before the start of the Online Qualifier Round, he or she will be eliminated from the pool of registered Players. If a Player is disqualified after any brackets have been set, any such bracketed matches will be treated as “byes” or as forfeited in favor of the opposing Player.
 - b. Finalists: If a Finalist is ineligible, declines or is unable to participate in the Online Finals Event or is otherwise disqualified and if time permits prior to the Online Finals Event, the Administrator may, but is not required to select an alternate Finalist (see below) from the remaining Players based on their standings at the end of the Online Qualifier Round.
 - c. Winner: If a winner is ineligible or disqualified for any reason, the Administrator will select an alternate winner from the remaining Finalist, or from the remaining Players based on their standings at the end of the Online Qualifier Round.
79. Administrator will notify any alternate Finalists or winners, who will be subject to all verification requirements and deadlines in these Official Rules (see Notification and Verification).
80. Administrator reserves the right to declare fewer than the stated number of Finalists in the event of an insufficient number of timely registered and eligible Players. All Matches during the Online Qualifier Round must be completed no later than as outlined in the table(s) above.

RULES AND VIOLATIONS

81. This “Rules and Violations” section provides examples of potential violations of the Official Rules and their possible consequences. If a Player believes that his or her opponent has engaged in conducting violating this section or the Official Rules, he or she must alert Administrator as set forth below (see Reporting Violations). Failure to do so may result in waiver of such violation.

Prohibited Actions

82. The following actions are strictly prohibited during the Tournament and any Game and may result in disqualification from further participation in the Tournament and/or suspension of your LG Account:
- a. Using any form of external script;
 - b. Using bugs that change the Game or NHL 23 principle;
 - c. Using any third-party software that is not expressly allowed by the Game or NHL 23 publisher and that can give any Player an unfair advantage;
 - d. Using any communicative device;
 - e. Using any Game Account other than the one identified on your registration form, including guest accounts, to compete;
 - f. Not having an authorized and complete license or copy of NHL 23;
 - g. Engaging in any conduct that is designed or intended to give one Player a competitive advantage over another Player (“**Cheating**”). Cheating includes, without limitation:
 - i. Collusion or Match fixing, i.e., agreeing with one (1) or more other Players to disadvantage other Players;
 - ii. Hacking or modifying any Game or NHL 23;
 - iii. Using any prohibited class, team, weapon, item, or action during a Game;
 - iv. Spectating the monitor or live streams any opposing Players;
 - v. Using restricted hardware or equipment during any Game;
 - vi. Intentionally disconnecting from any Game prior to its official conclusion;
 - vii. Exploiting known in-game bugs, glitches, and unintended game or software features to disadvantage other Players; or
 - viii. Knowingly exploiting a Glitch (above) or other bug or glitch in the software.

Sanctions

83. If Administrator determines a Player has engaged in any of the following prohibited conduct, the Administrator in its sole discretion may caution (warn) or disqualify such Player:
- a. Shows dissent by word or action towards other Players or Administrator;
 - b. Uses insulting language and/or gestures towards other Players or Administrator;
 - c. Unsportsmanlike behavior during a Match;
 - d. Grieving/trolling;
 - e. Ghosting (i.e., watching video streams and/or listening to live coverage of Player’s own Match while the Match is still in progress);
 - f. Spamming;
 - g. Misleading of live or online support admins, including any LG Admin; or
 - h. Any other actions or conduct that is detrimental to or incompatible with the brand standards of LG or SJS.

Reporting Violations

84. For the activities referenced above in Prohibited Actions and Sanctions, violations must be reported to LG Admin via the Moderator Button, accompanied by video or photographic evidence, if available, or other documentation to validate the claim.
85. Administrator will address each claimed violation on a case-by-case basis. If Administrator concludes that a violation has occurred and depending on the nature and severity of the violation, Administrator will determine the appropriate penalty, which may include:
- a. A warning (first offenses only);
 - b. Forfeiture of current Game or Match by violating Player (the “**Violator**”);
 - c. Immediate disqualification of Violator from the further participation in the Tournament and eligibility for prizes;
 - d. Disqualification of Violator from participating in future events or tournaments; and/or
 - e. Suspension of Violator’s LG Account.

86. Administrator reserves the absolute right in its discretion to make determinations about intentional actions by Players used to gain an unintended advantage.
87. You agree that all such decisions by Administrator in enforcing these Official Rules, including the Match Procedures and Rules and Violations (above) are final and unappealable and will be executed without delay in Administrator's discretion.

NOTIFICATION AND VERIFICATION

88. Potential Finalists and winners will be notified as set forth below and may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release, tax forms and/or other legal documents (collectively, the "**Verification Paperwork**") to Administrator as a condition of receiving any prize and, as applicable, continuing eligibility in the Tournament, as set forth below. Administrator in its sole discretion may allow for transmission of Verification Paperwork from any or all Finalists and/or winners via e-mail.

Finalist Deadlines

89. Administrator will contact each potential Finalist by telephone, e-mail and/or in-game using the information supplied by Finalist at the time of registration on his or her LG Account. Each Player is solely responsible for ensuring that his or her LG Account reflects the up-to-date contact information.
90. Each Finalist must respond to Administrator within forty-eight (48) hours of initial notification and may be required (or if a Minor, his or her Guardian may be required) to execute and return any required Verification Paperwork to Administrator within forty-eight (48) hours of initial notification. Finalists will receive instructions and other information relating to, the Online Finals Event.
91. Alternate Finalists: If any potential Finalist (a) cannot be contacted directly by, or does not respond to, Administrator within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines or is unable to participate in the Online Finals Event, or (d) is otherwise determined to be ineligible, Administrator in its discretion may disqualify that Finalist and an alternate Finalist will be selected in accordance with previously described method (above) as soon as reasonably practicable after such disqualification.
92. Alternate Finalists are subject to all eligibility requirements and restrictions of these Official Rules and must respond to initial notification and provide any requested verification materials within deadlines above or by 12:00 PM EST on February 3, 2023, whichever is earlier. If time permits, Administrator will attempt to verify up to four (4) alternate Finalists for any Finalist slot.
93. If Administrator cannot verify a Finalist after four (4) alternate attempts or there is not enough time remaining prior to the Online Finals Event to verify such Finalist, no further attempts will be made for such Finalist slot, and the number of Finalist slots will be reduced accordingly, and the corresponding Finalist prizes will not be awarded.

Winner Deadlines

94. Potential winners will be notified at the end of the Online Finals Event. Each potential winner must respond to initial notification within forty-eight (48) hours and may be required (or if a Minor, his or her Guardian may be required) to execute and return any additional required Verification Paperwork to Administrator within three (3) business days of notification.
95. If any potential winner (a) cannot be contacted directly by, or does not respond to, Administrator within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, or (d) is otherwise determined to be ineligible, Administrator in its discretion may disqualify that individual and an alternate winner will be determined from the remaining eligible Finalists in accordance with the previously described method (above) as soon as reasonably practicable after such disqualification.

96. Alternate winners: Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules and must respond to initial notification and provide any requested Verification Paperwork within the deadlines above. If Administrator cannot verify any winner from remaining eligible Finalists, no further attempts will be made, and that prize will not be awarded.
97. Administrator may, in its sole discretion, post the verified Finalists' and/or winner's names on the Tournament Page and/or any of SJS and LG's respective websites, including <https://www.sjsharks.com> and <https://www.leaguegaming.com>, and on or in any of SJS and LG's respective social media pages or channels. Except as provided in these Official Rules or otherwise required by law, Administrator is not responsible for entering any correspondence or discussion regarding any Tournament results.
98. Upon fulfilling any prize, SJS will be deemed to have awarded the prize to the Finalist/winner and such Finalist/winner assumes full responsibility for the prize. The opportunity to compete at the NHL23WC has no cash value. If the opportunity to compete at the NHL23WC is unavailable or cannot be or is not fulfilled for any reason, such winner will not be entitled to any substitution, remuneration or alternate prize. The NHL23WC is not sponsored, administered, or otherwise associated with (except as expressly provided herein) the Tournament or Administrator. Administrator is not responsible for the NHL23WC in any way including, without limitation, the terms, conditions, or rules of the NHL23WC and any costs (travel, prizing, or otherwise) associated with any participation in or involvement with the NHL23WC. Administrator shall not be responsible or have any liability if any winner in this Tournament does not compete at the NHL23WC or if the NHL23WC does not take place for any reason.

PUBLICITY RELEASE

99. Player participation in the Tournament and acceptance of a prize, as applicable, constitutes a Player's (or if a Minor, their Guardian's) agreement and consent to Sponsor's, LG's, EA's, the NHL Entities' and their affiliates', agents' or affiliated third parties' use of the Player's names, gamer tags, nicknames, image or likenesses, photographs, voices, opinions and/or city, state, province, country, game footage (including, but not limited to, that from any game that has been live streamed, broadcast, or recorded), biographical information and/or prize information in connection with the Tournament for promotional, advertising or other purposes in any media now known or hereafter devised including the internet, worldwide, without further payment or consideration, notice, review or approval. Notwithstanding, if requested, Player will sign, (or if a Minor, will cause their Guardian to sign), any documentation required by Sponsor to perfect or otherwise with respect to the foregoing consent. Furthermore, Players understand that Sponsor and/or its agents will record, photograph and otherwise document the Tournament ("**Footage**"). Player agrees and consents that, as between the parties, Sponsor shall own the Footage and all materials provided by Player to Sponsor, LG, EA, the NHL Entities, and/or their respective agents in connection with the Tournament ("**Submissions**"), including copyright, trademark and other proprietary rights associated therewith, and Sponsor, LG, EA, the NHL Entities, and their respective successors, assigns and licensees, shall have the right to edit, exploit, adapt, sublicense, distribute, post, create derivative works from, copy, store, operate with computers and other data processing equipment (e.g., mobile phones, smart phones, tablet PCs, e-pads or e-readers), use, offer and distribute by all means of transmission (known or unknown), make publicly available via all means, use the Footage or Submissions, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media, now known or hereafter developed, worldwide in perpetuity and, to the extent allowed under the applicable laws, without further payment or consideration, notification or permission. Notwithstanding this paragraph, such Player may be required to sign an affidavit to confirm the foregoing.
100. Each Player will indemnify the Released Parties and any licensee of SJS and/or LG against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of this "Publicity Release" section of these Official Rules.

RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTY

101. The term "**Released Parties**" shall refer collectively to San Jose Sharks, LLC, LG, Sharks Sports and Entertainment, LLC, San Jose Arena Management, LLC, Microsoft, EA Sports, NHL Entities, any other company involved in the development or administration of this Tournament, each of their respective parent companies, affiliates,

subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, franchisees, promoters, prize suppliers, website providers, web masters, and their respective officers, directors, employees, volunteers, representatives, agents and related persons.

- 102.** By participating in this Tournament, Players (or if Minors, their Guardians) agree to release, indemnify, defend and hold harmless the Released Parties from any and all liability for any loss, harm, damage, injury, cost or expense of any nature whatsoever (including reasonable attorneys' fees) (collectively, "**Losses**") which may occur in connection with a breach or alleged breach of any representations, warranties or agreements of Player hereunder. Each Player further agrees to release, indemnify, defend and hold harmless each of the Released Parties from any and all Losses which may occur in connection with (a) the Tournament or any element thereof, including entry or participation therein, (b) delivery, possession, acceptance and/or use or misuse of any prize, or (c) participation in any Tournament-related activity or prize-related activity including without limitation in each case any Losses that may be caused or contributed to by (i) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties, or any of their independent contractors or any other person or entity not an employee of any of the Released Parties, or (ii) any other cause, condition or event whatsoever beyond the control of any of the Released Parties. Each Player hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for, and hereby disclaim, any warranty, representation, condition or guarantee, express or implied, in fact or in law, relative to the prize, and that, except as prohibited by applicable law, the prize is provided "as is" without warranty or condition of any kind, either express or implied. The Released Parties are not responsible if any prize cannot be awarded due to cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather, public health emergencies (e.g., pandemics), or terrorism. By participating in this Tournament, Player agrees that the Released Parties will not be responsible or liable for any damages, or losses of any kind (other than personal injury or death), including direct, indirect, incidental, consequential, or punitive damages to persons or to property arising out of access to and use of any website associated with this Tournament or the downloading from and/or printing material downloaded from such site, however provided that no member of the Released Parties acted intentionally or with gross negligence.
- 103.** By entering into this Promotion, each Player, participant (or Guardian, if applicable) agrees to waive any rights under §1542 of the Civil Code of the State of California, and all similar laws of any jurisdiction, providing: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

LIMITATIONS OF LIABILITY

- 104.** Without limiting anything set forth above in these Official Rules, Sponsor and/or LG and their respective affiliates and agents are not responsible for (a) any incorrect or inaccurate information, whether caused by Players, printing errors or by any of the equipment or programming associated with or utilized in the Tournament; (b) technical issues or failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or hardware, software or internet issues; (c) unauthorized human intervention in any part of the entry process or the Tournament; (d) technical or human error which may occur in the administration of the Tournament or the processing of game play or registrations; (e) play entered through the use of any robotic or automated device/computer program or any other non-human mechanism, entity, or device; (f) play in excess of the stated limits; (g) any technical or human error which may occur in the creation, submission, assignment or processing of games and/or leaderboards in the Tournament, including any technical or human error in connection with any social media platforms, Tournament website and/or the hosting thereof; (h) plays, prize claims or notifications that are not received by the intended recipient due to transmission, technical, computer or human failures or error of any kind, including any plays, prize claims or notifications that are delayed, misdirected, or undelivered as a result of any failure or problem with the availability, functionality, operability or use of any network, server, ISP, website, computer, internet connection, hand-held mobile device, social media platform, or any other equipment or connection used in connection with the Tournament; (i) changes in a Player's (or if a Minor, their Guardian's) information which affects the ability to contact such Player (or, where applicable, their Guardian); (j) typographical errors in Tournament promotional material; (k) cancellations and/or delays or any change by any company or any other persons providing any of components of the prize due to reasons beyond the control of any of the Released Parties; (l) any interruptions/postponement/cancellation of Tournament; (m) human error, incorrect or inaccurate transcription of Player information; (n) any technical malfunctions of the

computer on-line system, computer dating mechanism, computer equipment, software, any social media platform, or internet service provider utilized by any of the Released Parties or by Player; (o) interruption or inability to access the Tournament, any Tournament-related web pages (including the Tournament website), any social media platform, or any on-line service via the Internet due to hardware or software compatibility problems; (p) any damage to Player's (or any third party's) computer and/or its contents related to or resulting from any part of the Tournament; (q) any lost/delayed data transmissions, omissions, interruptions, defects; and/or (r) any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties.

MISCELLANEOUS

- 105.** Administrator reserves the right to cancel, suspend, terminate and/or modify this Tournament, or any part thereof, if Administrator determines, in its sole discretion, that the security, administration, fairness and/or operation of the Tournament has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly-scheduled maintenance, malfunction, fraud, virus, or other technical problem, or any other cause beyond Administrator's control. In such an event, Administrator will post notice of same at the Tournament Page and, in its discretion, void any suspect registrations or plays and (a) modify or suspend the Tournament to address the impairment and then resume the Tournament in a manner that best conforms to the spirit of these Official Rules; or (b) select the Finalists or winners from all non-suspect registrations received prior to the suspension, cancellation or termination of the Tournament in accordance with the above selection criteria or in such other manner as Administrator, in its sole discretion, deems fair and appropriate under the circumstances.
- 106.** Administrator reserves the right to disqualify any individual from further participation in the Tournament if Administrator concludes, in its sole discretion, that such person has (a) attempted to tamper with the entry process or any other operation of the Tournament, (b) exploited or attempted to exploit a bug or glitch in the software; (c) caused another Player to be dropped or disconnected during Match play; (d) repeatedly disregarded or attempted to circumvent these Official Rules, or (e) acted toward Administrator or any other Player or other participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to register or participate more than the number of times permitted herein, including by using any prohibited device or method.
- 107.** Any failure by Administrator to enforce any of these Official Rules shall not constitute a waiver of such Official Rules. Any failure by Administrator to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, pandemic, epidemic, act of public enemies, actions of governmental authorities outside of Administrator's control (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules.
- 108.** ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND ADMINISTRATOR RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
- 109.** YOU ARE NOT A FINALIST OR WINNER OF ANY PRIZE UNLESS AND UNTIL YOUR ELIGIBILITY HAS BEEN VERIFIED AND YOU HAVE BEEN NOTIFIED THAT VERIFICATION IS COMPLETE, REGARDLESS OF WHAT THE GAME PLAY MAY INDICATE. All activity arising out of and relating to the Tournament, including any reference to the status of any person as a "Finalist" or "winner" is subject to verification and/or auditing for compliance with the Official Rules. If Administrator determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or Player with the Official Rules, Administrator reserves the right to disqualify such entry and/or Player from the Tournament and any prize at any time. Administrator reserves the right to conduct a background check on any or all potential Finalists/winners and to disqualify any individual based on such background check if Administrator determines in its sole discretion that awarding a prize to any such individual might reflect negatively on the Sponsor, its affiliates or LG. Each Player (or his or her parent/legal guardian, if a Minor) agrees to cooperate with Administrator and its representatives in connection with all verification, auditing and/or background check activities.
- 110.** Administrator reserves the right to correct typographical, printing or clerical errors in any Tournament- related

materials. No more than the stated number of Finalists and winners will be selected. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to select only the stated number of Finalists and winners as applicable from among all legitimate, un-awarded, eligible Finalist and/or winner claims in accordance with the previously described selection method or as it deems fair under the circumstances.

DISPUTES

- 111.** Except where prohibited, each Player agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Tournament or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts situated in San Jose, CA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Tournament, but in no event solicitors'/attorneys' fees or other costs of bringing a claim; (c) under no circumstances will Player be permitted to obtain awards for, and Player hereby waives all rights to claim, indirect, punitive, incidental, exemplary, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (d) in no event shall Players rescind his or her agreement to these Official Rules or seek injunctive or any other equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, and/or the rights and obligations of Player, Sponsor and/or LG in connection with the Tournament, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than that of California.
- 112.** In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Tournament-related materials, including but not limited to the Tournament entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

TRADEMARKS

- 113.** NHL Entities, EA Sports and Microsoft are not sponsors or endorsers of this Tournament or of Administrator. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Tournament is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Tournament. San Jose Sharks trademarks, service marks and copyrights are proprietary to San Jose Sharks, LLC. NHL is a registered trademark of the National Hockey League. All NHL logos and marks and NHL team logos and marks are the property of the NHL and its respective member clubs. All rights reserved.

WINNERS' LIST/OFFICIAL RULES

- 114.** To request a list of Winners, please send a postage prepaid letter to San Jose Sharks, LLC, Attn: Sharks Club Championship, 525 W. Santa Clara St, San Jose, CA 95113 to be received within sixty (60) days of the conclusion of the Tournament.
- 115. Administrator: San Jose Sharks, LLC (Sponsor) and Leagu gaming Systems Inc.**