

**IGT 24 OPEN
“TOURNAMENT RULES”**

VOID WHERE PROHIBITED BY LAW.

The IGT 24 OPEN (the “Tournament”) is a North American team tournament hosted by Isles Gaming, LLC (the “Company”) for the game NHL 24 (the “Game”) published by Electronic Arts, Inc. (“Publisher”) and shall be administered, in part, by Leaguegaming Systems Inc. (“Leaguegaming”). The Tournament is subject to all applicable federal, state/provincial, and local laws. The Tournament will include up to four hundred (400) teams (each, a “Team”), each consisting of six (6) starting players who meet the eligibility requirements set forth herein (the “Starting Players”). Each Team shall have the option of having a substitute roster which may include up to three (3) substitute players who meet the eligibility requirements set forth herein (the “Subs”, and, together with the Starting Players, the “Players”). All Teams and Players must own the Game.

1. TEAMS/INVITATIONS.

- a. Up to four hundred (400) Teams shall be permitted to register for the Tournament. The thirty-two (32) Teams that accumulate the most aggregate points across the preliminary round (the “Prelims”) shall be eligible to compete in the playoff portion of the Tournament (the “Playoffs). The Company reserves the right to select or replace any Team with an alternate Team in the event a Team or any of its Players fail to respond to requests by the Company in connection with the Tournament in a timely manner, fail to complete any required tasks, violate the Tournament Rules or Leaguegaming terms of use, or commit any act or omission which would (i) reasonably bring the Player, Team, Publisher, or the Company into public disrepute, contempt, scandal or ridicule, and/or (ii) harm Publisher or the Company in any manner.
- b. To participate in the Tournament, each Team must fully agree to and comply with these Tournament Rules and Leaguegaming’s terms of use. **Failure to complete any step outlined in, or to follow any of, these Tournament Rules may, in the Company’s sole and absolute discretion, result in disqualification of the Team and its Players.**
- c. Leaguegaming’s terms of use may also govern certain elements of the Tournament. In the event of a conflict between these Tournament Rules and Leaguegaming’s terms of use, these Tournament Rules shall control.

2. TOURNAMENT.

- a. The Tournament shall take place from October 18, 2023 through November 19, 2023. The Playoffs will be held November 8, 2023 through November 19, 2023 and shall feature the top thirty-two (32) Teams which have accumulated the most aggregate points during the Prelims. All dates and times are subject to change. The specific start and end times for all Team matches will be determined in the Company’s sole and absolute discretion. All decisions of the Company related to the Tournament are final and binding. The specific game mode and settings for each Tournament game shall be determined by the Company.
- b. Players acknowledge and understand that they are responsible for their own internet connection stability, computer hardware, and peripherals. The Company is in no way liable for any kind of loss of connection, or gameplay interruption during any Tournament game.
- c. The authenticity of the verification results of each Tournament round shall be determined by the Company in its sole and absolute discretion. Teams shall not change its Players after beginning their

first Tournament game without the written approval of the Company, such approval may be withheld in the Company's sole and absolute discretion.

- d. Each Team must compete with their registered Players. Unless otherwise approved by the Company in writing, any Team that is unable to compete in a Tournament match with its registered Players may be disqualified.
 - e. The Teams and Players shall adhere to all instructions related to the Tournament provided by the Company.
 - f. **The Playoffs.** Thirty-two (32) Teams shall compete in a bracket-style Playoffs. Each round of the Playoffs (each, a "Playoffs Round") shall consist of two (2) Teams competing against each other in the Game in a best-of-five (5) series. The winning Team shall advance, and the losing team shall be eliminated.
 - g. **The Finals.** The final two (2) Teams shall compete in the Finals, which shall be a best-of-five (5) series.
 - h. **Player Eligibility.** In order to be eligible to compete in the Tournament each Player must: (i) be eighteen (18) years of age or older while competing in the Tournament, (ii) be located in North America, (iii) have an authentic and legitimate version of the Game installed, (iv) be part of Team, and (v) be legally eligible to participate in the Tournament in their applicable jurisdiction.
 - i. **Match Disruption.** In the event of a Player is disconnected from a Tournament match, such match shall restart, and the Team of the disconnected Player must take a penalty. If a disconnect occurs within the first five (5) minutes of the match and neither Team has scored then the match shall be restarted and neither Team will be required to take a penalty. In the event of a full crash of a Tournament match, the Company may issue a replay of that particular match in the Company's sole discretion. The Company may halt any match at any time and for any reason. In the event of a stoppage of play, each Player must remain on their devices and may not communicate with other Players until the match is resumed. The Company may order a match restart due to exceptional circumstances, such as if a bug significantly affects a Player's ability to play or the match is disrupted by a significant event or occurrence. Any cheating, as determined by the Company in its sole discretion, will result in an immediate forfeiture and additional penalties depending on the severity of the infraction. The Company reserves the right to address any match disruption as needed in its sole and absolute discretion.
 - j. **Match Recording.** During each Tournament match, one (1) Player from each Team must record the match and, if requested by the Company, provide such recording to the Company.
3. **REPRESENTATIONS AND WARRANTIES.** Each Team and its Players (for the remainder of these Tournament Rules, collectively "you" or "your") represent and warrant:
- a. **You will not engage in any unsportsmanlike conduct during the Tournament. If the Company or any designated administrator needs to resolve any issue relating to your conduct, then any decision made will be final and not appealable except in the Company's sole discretion. Any offensive remark may, as determined in the Company's sole and absolute discretion, result in disqualification.**
 - b. You will not violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity.

- c. You must not act in any way that, in the Company's sole and absolute discretion, is defamatory, threatening, indecent, obscene or offensive, pornographic, lewd, sexually explicit, inappropriate, objectionable, unlawful, in violation of or contrary to any applicable laws or regulations.
- d. You must not disparage or cast a negative light on any person, entity, or brand, product, or service.
- e. You will comply with all of Publisher's terms and requirements related to the Game.
- f. You will abide by all laws, regulations, ordinances, and rules, and that you will not harm, attempt to harm, or threaten to harm any person (including yourself) or property in relation to or during your participation in the Tournament.
- g. You will not use any third-party applications or otherwise engage in any behavior that allows you to gain an unfair advantage.
- h. You have read, understand, and agree to these Tournament Rules.
- i. You are using an appropriate Team name and Player display tag.
- j. You have the requisite computer hardware, software and internet connection to participate in the Tournament.

You may be disqualified from the Tournament at any time in the Company's sole discretion for violation of any of the foregoing terms or these Tournament Rules.

4. **LICENSES/RELEASES/RIGHT OF PUBLICITY**

- a. By participating in the Tournament: (1) you grant to the Company a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your registration and any images, descriptions, logos, trademarks, trade names, audio, or video of your participation in the Tournament and to otherwise use, exploit, copy, modify, adapt, edit, publish and display your registration and any images, descriptions, audio, or video of your participation in the Tournament in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as the Company or and its licensees or assignees determine, without further compensation, notification, or permission; (2) you hereby waive any moral rights you may have in any images, descriptions, audio, or video of your participation in the Tournament in favor of the Company; and (3) you also grants to the Company the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in your registration or your Tournament participation for purposes of sponsorships, endorsements, promotions, advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law. At the Company's request and in its sole discretion and to further document the foregoing, you agree to execute an assignment and release transferring all rights and ownership, if any, any images, descriptions, audio, or video of your participation in the Tournament to the Company, the form of such assignment to be determined by the Company in its sole discretion (collectively the "Player Content").

- b. The Company shall have sole ownership of, and all right, title, and interest in, all Derivative Works (as defined below) and the copyright thereto. "Derivative Works" shall mean all products, works, property, stories, or intellectual property that derive from the rights granted herein, the broadcast, the services, the Player Content or the results and proceeds thereof, which are now known or later developed throughout the Universe, including without limitation feature films, documentary films, short films, soundtracks, music, television series, television mini-series, television specials, news reports, special interest reports, computer games, blogs, internet webcasting, internet series, electronic images, video games, video applications, and mobile applications. The Player Content and Derivative Works together shall be referred to as "Intellectual Property".

5. PRIZES

- a. The Company shall provide the Team that wins the Tournament with a cash prize of Two Thousand Dollars (\$2,000) which shall be evenly divided among each of the starting Players on the Team (excluding Subs) (the "Prize"). All Prize references herein are pre-tax and may, in the Company's sole discretion, be distributed after deducting the tax withholdings referenced in Section 6. For the avoidance of doubt, the Prizes shall not be distributed to the Subs.
- b. By default, the Prizes shall be split evenly between the Team's starting Players and paid out individually to each Player in a method of the Company's choosing.
- c. Each Player on the winning Team may request to have their portion of their Prize paid to an alternate individual or entity of their choosing, subject to the Company's approval in each instance. Any Player who makes such a request will be required to sign a legal release authorizing the Company to make payment to this individual/entity.
- d. **The Company will not release prizes to any individual/entity besides the Players participating in the Tournament without explicit, written approval from the applicable Player.**

6. PRIZE TERMS

- a. All prizes are awarded "AS IS." The Company does not make any offer, warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Tournament or any Prize. Prize details are subject to change. Federal, state, and local taxes on Prizes, if any, and any other costs, fees and expenses not listed above as specifically included as part of the Prize are the sole responsibility of Team and each Player.
- b. **Tax Withholding on Monetary Awards.** The Company may be required to deduct various withholding taxes in distributing the Prize the Teams and Players. Accordingly, any monetary Prize award you may receive under these Tournament Rules may be distributed to you net of any applicable taxes. Each Player may be liable for federal, state, or local taxes associated with the Prize depending on the Player's jurisdiction. Each Player is responsible for complying with all applicable tax requirements associated with receiving the Prize.

- 7. **WINNER NOTIFICATION/RELEASES.** All results from games in the Tournament are subject to verification by the Company. Only the Company has the power to declare whether a Team has won a Tournament game and/or is moving on to subsequent phases of the Tournament. The Company will notify the potential winning Teams as each applicable match is completed. Each Player may be required to complete and return an Affidavit of Eligibility (or Declaration of Eligibility), a scan or photo of government-issued ID,

Release of Liability and/or, if legally permissible, a Publicity Release before you are declared a winner of any competition phase or before claiming any Prize to be awarded under the Tournament.

8. **NO LIABILITY & INDEMNIFICATION.** BY ENTERING THIS TOURNAMENT, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE COMPANY, THE COMPANY'S SPONSORS, NEW YORK ISLANDERS HOCKEY CLUB, L.P., PUBLISHER, LEAGUEGAMING, AND EACH OF THE FOREGOING'S OWNERS, AFFILIATES, DIRECTORS, MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, SERVANTS, AND AGENTS FROM ANY CLAIMS, LOSSES, AND DAMAGES ARISING OUT OF, OR RELATING TO, YOUR PARTICIPATION IN THIS TOURNAMENT OR ANY TOURNAMENT-RELATED ACTIVITIES AND THE ACCEPTANCE AND USE, MISUSE, OR POSSESSION OF ANY PRIZE AWARDED HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY MISREPRESENTATION MADE BY THE ENTRANT IN CONNECTION WITH THE TOURNAMENT; ANY NON-COMPLIANCE BY THE ENTRANT WITH THESE TOURNAMENT RULES; CLAIMS BROUGHT BY PERSONS OR ENTITIES OTHER THAN THE PARTIES TO THESE TOURNAMENT RULES ARISING FROM OR RELATED TO THE ENTRANT'S INVOLVEMENT WITH THE TOURNAMENT; ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR PARTICIPATION IN ANY TOURNAMENT-RELATED ACTIVITY OR PARTICIPATION IN THIS TOURNAMENT; ANY MALFUNCTION, ERROR OR OTHER PROBLEM ARISING IN CONNECTION WITH THE COLLECTION, PROCESSING, OR RETENTION OF REGISTRATION INFORMATION; ANY SOFTWARE, HARDWARE, INTERNET CONNECTION, MALFUNCTION, ERROR, OR OTHER PROBLEM AFFECTING A TEAM'S PARTICIPATION IN THE TOURNAMENT, OR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING, OFFERING OR ANNOUNCEMENT OF ANY PRIZE OR WINNER). THE FOREGOING INCLUDES, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY, PROPERTY LOSS OR DAMAGE, OR DEATH ARISING IN ANY WAY IN CONNECTION WITH THE TOURNAMENT.

9. **OTHER TERMS.** By participating in the Tournament, you agree to be bound by the decisions of the Company. You must conduct yourself in a reasonable manner, maintaining a friendly and polite demeanor to competitors, Tournament officials, and to other Teams and Players of the Tournament. You will be disqualified, in the Company's sole and absolute discretion, if you violate any rule, gain unfair advantage in participating in the Tournament, or otherwise win by using fraudulent or unfair means. Unsportsmanlike, disruptive, harassing or threatening behavior is prohibited. The Company will interpret these Tournament Rules and resolve any disputes, conflicting claims or ambiguities concerning the Tournament Rules or the Tournament and its decisions in this regard will be final and not subject to appeal. The Company reserves the right to cancel or modify the Tournament and these Tournament Rules for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Tournament, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Tournament as determined by the Company, in its sole discretion. The Company reserves the right, in its sole discretion, to disqualify anyone found (a) to be tampering with the registration or entry process or the operation of the Tournament or any platform used by the Tournament; (b) to be acting in violation of these Tournament Rules; (c) to be hacking, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (d) to have provided any false or misleading information as part of the registration process or during the Tournament including, without limitation, any false names, addresses or e-mail addresses. All decisions will be made by the Company and are final. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS TOURNAMENT MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. THE COMPANY RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

10. **LIMITATION OF REMEDIES.** Each Player agrees that they will make no claim of any kind against the Company, the Company's sponsor's, New York Islanders Hockey Club, L.P., Publisher, Leaguegaming, and each of the foregoing's owners, affiliates, directors, managers, members, officers, employees, servants, and agents as a result of the Player's appearance and/or any use of the Intellectual Property, and Player waives and releases any and all claims against the the Company, the Company's sponsor's, New York Islanders Hockey Club, L.P., Publisher, Leaguegaming, and each of the foregoing's owners, affiliates, directors, managers, members, officers, employees, servants, and agents relating to Player's appearance in connection with the Intellectual Property and its use, including, without limitation, any rights to claims relating to copyright, libel, defamation, moral rights, rights of privacy and/or publicity, confidentiality or any cause of action arising therefrom. Player will indemnify the Company, the Company's sponsor's, New York Islanders Hockey Club, L.P., Publisher, Leaguegaming, and each of the foregoing's owners, affiliates, directors, managers, members, officers, employees, servants, and agents from and against all claims, damages and/or expenses (including, without limitation, attorneys' fees and expenses) resulting from any breach or alleged breach by Player of these Tournament Rules and/or breach by Player of Player's representations, warranties, covenants or agreements hereunder. By participating in the Tournament, in no event will Player be entitled to rescind or terminate any of the rights herein granted to Company or to enjoin or restrain the Tournament, advertising, promotion, exhibition, distribution or other exploitation of the Tournament or any Intellectual Property.
11. **GOVERNING LAW/JURISDICTION.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Tournament Rules or the rights and obligations of participants, or the Company in connection with the Tournament shall be 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 or provisions that would cause the application of any other domestic or foreign laws, and all entrants shall be deemed to have agreed to submit to binding arbitration under the Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect in Nassau County, New York.
12. **SEVERABILITY.** If any provision(s) of these Tournament Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.