DIGITAL CATAN WORLD CHAMPIONSHIP TOURNAMENT 2021 "DCWC"

OFFICIAL RULES

ALL FEDERAL, STATE, MUNICIPAL, AND LOCAL LAWS AND REGULATIONS APPLY.
VOID WHERE PROHIBITED.

- 1. ELIGIBILITY: <u>Digital Catan World Championship Tournament</u> (the "Tournament") is open to legal residents of **Australia** who are at least (18) eighteen years old at the time of entry. Employees of Catan Studio (the "Sponsor"), and their respective parent company, subsidiaries, affiliates, suppliers, advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate. The Tournament is subject to federal, state, and local laws and regulations.
- AGREEMENT TO OFFICIAL RULES. Participation in the Tournament constitutes entrant's full
 and unconditional agreement and acceptance of these Official Rules and the decisions of the
 Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with
 these Official Rules and fulfilling all other requirements set forth herein.
- 3. PROMOTION DESCRIPTION. The <u>Digital Catan World Championship Tournament</u> is a global series of <u>Digital Catan</u> tournaments in which an overall winner of the <u>Digital Catan World</u> <u>Championship Tournament</u> is determined.
- 4. ENTRY PERIOD. Entries can be submitted during event pre-registration and upon registration at the actual event. Tournament ends on **November 14, 2021** at the conclusion of the final tournament round.
- 5. HOW TO ENTER. The Tournament must be entered by registering for the <u>Digital Catan World Championship Tournament</u> via the Constant Contact event platform. Pre-registration links will be disseminated via social media, the CATAN Studio monthly newsletter, and through publishing and distribution partner channels. By pre-registering, the participant consents to receive emails from CATAN Studio regarding the DCWC. Registration emails will be sent to members of the DCWC pre-registration mailing list when the registration period begins. The entries must fulfill all Tournament requirements, as specified, to be eligible to win. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Catan Studio. Prize consists of only the items specifically listed as the prize. All federal, state and local taxes, where applicable, on the Prize are the winner's responsibility. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Catan Studio.
- 6. PRIZES & ODDS. The Tournament Winner of each will win a trophy and an in-game CATAN Universe avatar with no commercial value and a maximum approximate retail value of no more than ten euros (€10). Actual/appraised value may differ at time of prize award. The prize(s) and the specifics of the prize(s) will be solely determined by the Sponsor. No substitution of prize(s) or transfer/assignment of prize(s) to others or request for the cash equivalent by winner(s) is permitted, except at Sponsor's sole discretion. Any difference between stated approximate retail value and actual value will not be awarded. Sponsor reserves the right to substitute any portion of the prize with a prize of equal or greater value. All costs, taxes, fees and expenses associated with any element of the Prize not specifically addressed in the rules are the sole responsibility of the winner. Winner will be issued a tax form for the actual retail value of the Prize. Acceptance of prize(s) constitutes permission for Catan Studio to use the winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Odds of winning depend on the total number of eligible entries received. Unclaimed prizes will not be awarded. Prize consists of only the items specifically listed as the prize. All federal, state and local taxes on the Prize are the winner's responsibility.

7. WINNER SELECTION AND NOTIFICATION. The Winner of the Tournament will be determined on their overall placement in the tournament. The Tournament follows current CATAN board game rules as implemented by *CATAN Universe*. All Entrants acknowledge, accept and agree to the General Rules of Play contained in a separate document and attached and accepted hereto.

Winners will be notified at the conclusion of the Tournament via email to the address they entered on the Tournament Registrations within forty-eight (48) hours of the conclusion of the Tournament. Catan Studio shall have no liability for a winner's failure to receive notices due to winners' spam, junk email or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize(s) within fifteen (15) days from the time winner notification was sent, or fails to timely return a completed and executed declaration and release, if required, prize(s) may be forfeited, and an alternate winner may be selected.

The receipt by winner of the prize offered in this Tournament is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE TOURNAMENT AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 8. RIGHTS GRANTED BY YOU. By entering this Tournament you understand that CATAN Studio, anyone acting on behalf of CATAN Studio, or its respective licensees, licensors, successors, and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Tournament, and biographical information such as news, publicity or information and for trade, advertising, public relations, marketing and promotional purposes without any further compensation.
- 9. GENERAL TERMS AND CONDITIONS. CATAN Studio reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Tournament should, in its sole discretion, a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Tournament. In such a case, CATAN Studio may select recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by CATAN Studio. CATAN Studio reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Tournament, event or website or violates these Official Rules.
- 10. PRIVACY. This tournament complies with Australian privacy law. This tournament also complies with European Union (EU) privacy law, specifically the General Data Protection Regulation 2016/679 (GDPR). For information about how CATAN Studio uses your personal information please see its Privacy Policy, located at: https://www.catanstudio.com/about-us/privacy-policy/.
- 11. VOLUNTARY WITHDRAWAL. Participants may voluntarily withdraw from this tournament at any time without incurring any monetary or legal penalty.
- 12. LIMITATION OF LIABILITY/RELEASE. By entering, you agree to release and hold harmless CATAN Studio and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Tournament and/or his/her acceptance, possessions, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human

- intervention in any part of the entry process or the Tournament; (v) electronic or human error in the administration of the Tournament or the processing of entries.
- 13. DISPUTES. This Tournament is governed by the laws of the United States of America and the state of Minnesota, without respect to conflict of law doctrines. As a condition of participating in this Tournament, the participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Tournament, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (e.g., costs associated with entering the Tournament, if any), and participant further waives all rights to have damages multiplied or increased.
- 14. WINNER LIST. For names of winners, send a self-addressed, stamped envelope by **31/12/2021** to: CATAN Studio **DCWC 2021** Tournament Attention: "Winner's List", Asmodee North America, c/o CATAN Studio, 1995 West County Road B2, Roseville, MN 55113 USA. The winner's list will become available after **22/11/2021**.
- 15. SPONSOR. <u>Asmodee North America, Inc.</u> (trading as "CATAN Studio"), 1995 West County Road B2, Roseville, MN 55113 USA.