

Official Rules

Mayhem Tournament by Vivid Games S.A.

Sponsored and administered by Vivid Games S.A. (“Sponsor” or “Administrator”).

Abbreviated rules

NO PURCHASE NECESSARY. OPEN TO 18 YEARS OF AGE OR OLDER RESIDENTS OF STATES WHERE NOT PROHIBITED. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

ALL RULES IN ENGLISH. ENTER ONLY IF YOU FULLY UNDERSTAND. Administrator is not responsible for misunderstandings caused by English rules misinterpretation. By entering into the Tournament you accept hereby Official Rules.

Tournament Entry Period

Mayhem Tournament (“Tournament”) will comprise of separate rounds (“seasons”). The number of seasons shall be indefinite, i.e. the Tournament shall last until revoked by the Administrator. First season shall commence at 0:00:01 AM GMT on June 28, 2018 and shall end at 23:59:59 PM GMT on July 4, 2018. Each next season shall commence and end on each subsequent Thursday at 0:00:01 AM GMT and end on each subsequent Wednesday at 23:59:59 PM GMT, i.e. shall last 7 days. Administrator may revoke the Tournament at any time. Administrator shall notify all participants in case the Tournament is revoked or not extended for another season.

Eligibility

The Tournament is open to individuals, ages 18 and over, who are legal residents of the states where such tournaments are permitted by law (i.a. United States, Canada, United Kingdom, France, Germany, Poland). Void where prohibited by law (a participant may not enter the Tournament and/or claim a prize if resident of a state where such tournaments are not allowed or are restricted by law).

Employees and non-employee workers of Vivid Games S.A., their respective parent companies, subsidiaries, affiliates, and agents and agencies involved in the Tournament, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible to participate in Tournament. Former employees must provide documentation that it has been at least one (1) calendar year since the final date of employment.

How to Enter

Each person who downloaded from a legal source and installed a mobile video game *Mayhem Combat* (“Game”) published by the Administrator, irrespective of an operational system or type of device is allowed to enter the tournament by playing the game and collecting ranking points for each type of online gameplay mode. The rules of calculating rating points are available at https://vividgames.com/mayhemcombat/Official_Rules_of_calculating_ranking_points.pdf and may be altered only after prior notification.

Each person who uses external software or other means not included in the Game itself (commonly referred to as “cheating”) in order to enhance the number of ranking points shall be excluded from the Tournament. Administrator shall solely decide whether a particular person shall be excluded

from the tournament, however other participants are encouraged to notify the Administrator of any such behavior.

Selection of Winners

The winners are chosen by the Administrator on the basis of position in the global Game ranking. The person in the first position of the global Game ranking (potential winner) shall be chosen to win the Prize after examination by the Administrator. Administrator shall examine whether the potential winner is allowed to participate in the Tournament under applicable laws and whether such person is not subject to exclusion from the Tournament on other basis (e.g. cheating). Decision by the Administrator is final and made at the sole discretion of the Administrator.

In-game Prizes shall be awarded to participants in the first 100 (one hundred) positions of the global Game ranking with exclusion of the winner of the Prize. Administrator shall examine whether the potential winner of an In-game Prize is not subject to exclusion from the Tournament. Decision by the Administrator is final and made under sole discretion of the Administrator.

Winners shall be selected at the end of each season of the Tournament, irrespective of their results in the previous season, however ranking points gathered by the participants shall cumulate between the seasons.

The global Game ranking is visible to all users of the Game in the Ranking -> Global section of the Game. Such global Game ranking shall visualize the Prizes and In-game Prizes which may be potentially awarded, however is disclosed only for reference purposes and at no time shall be deemed to be an official list of winners.

The official list of winners of each season of the Tournament shall be published by Administrator on the official Facebook profile (or other social network services) and within the Game in the Last Season tab. Administrator shall keep records of all winners of all seasons of Tournament and send certified lists of winners upon request.

Administrator at its sole discretion may decide not to award some or all of the Prizes and/or In-game Prizes in a particular season of the Tournament.

Prize

There are is one (1) Prize available in each season of the Tournament. At the commencement of each season the Administrator shall notify the users of the Game what Prize is available in such season. The Prize available in the first season shall consist of cash in the amount of one thousand two hundred fifty (1250) United States Dollars (including due tax). The Prizes available in subsequent seasons shall consist of non-cash items or virtual goods at the sole discretion of the Sponsor. Sponsor reserves the right to award or forfeit any leftover or unclaimed Prizes at their sole discretion. All Prize winners are solely responsible for any federal, state, or local taxes, and any other fees or costs associated with Prize in case of non-cash Prize. No possibility of exchanging the Prize for other item or cash (if the Prize is non-cash). No possibility of assigning the Prize to third parties.

In-game Prize.

There are ninety-nine (99) In-game Prizes available in each season of the Tournament. At the commencement of each season the Administrator shall notify the users of the Game what In-game Prizes are available in such season. In-game Prizes shall consist of in-game currency, game items or

other virtual goods. No possibility of exchanging the In-game Prize for other in-game items, cash and/or real items. No possibility of assigning the Prize to third parties.

Notification of winners

The potential winners will be notified by an in-game message sent by Administrator to the account used to enter, within 3 business days after the end of the season. The potential winner needs to launch the Game in order to receive the message. Administrator is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify potential winners. In case of cash or real item Prize, the potential winner shall be requested to contact the Administrator via email and provide all details needed to award such Prize.

By accepting Prize or In-game Prize, winners consent to the use of their names and likenesses for the purpose of concluding the Tournament and announcing winners without further compensation, unless prohibited by law, and, upon request, will provide such consent in writing. If a potential winner cannot be contacted, is ineligible, or fails to claim the Prize or In-game Prize within 15 days from the time award notification was sent, Prize or In-game Prize may be forfeited and an alternate winner will be selected. Administrator will verify accuracy of entries before a winner is announced publicly. Prize will be shipped to all verified winners at the expense of the Administrator.

Privacy

Personally identifiable information that is submitted by entrants as part of this Tournament will be used to administer the Tournament, select Prize winners and fulfill the Prize, and will be treated in accordance with Administrator privacy policy accessible at <http://support.vividgames.com/policies>. Notwithstanding anything to the contrary set forth in such Privacy Policy, by participating in the Promotion, each entrant agrees that Administrator may share his or her information (including, personal information, however not contact information or other details needed specifically to award the Prize) using social network services in order to announce the winner.

Limitation of Liability

The Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Tournament or utilized by the entrant, for any human error, for failure of any cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access any website or online service, or for any other technical or non-technical error or malfunction. In the event of a printing error or irregular packaging Administrator nor their respective related companies, parents, subsidiaries, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development or execution of the Tournament or the production or distribution of Tournament materials (collectively, the "Releasees") shall have any liability. Entrants agree that the Releasees shall not be responsible or liable for, and are hereby released from, any and all costs, losses or damages of any kind, due in whole or in part, directly or indirectly, to participation in the Tournament or from entrants' acceptance or use or misuse of any Prize.

The Administrator shall not be liable for any costs or damages incurred by entrants resulting from revoking the Tournament, not awarding the Prize or forfeiture of Prize.

This Tournament is not sponsored, endorsed, administered by, or associated with: Apple, Google, Facebook, Instagram, Twitter, Discord or any of their related companies, parents, subsidiaries and affiliates in any way. Apple, Google, Facebook, Instagram, Twitter, Discord are registered trademarks of their respective owners and the use of such trademarks is not intended to suggest any

approval, sponsorship, or endorsement of the Promotion by the trademark owners.

Prizes have been provided and sponsored solely by Vivid Games S.A.

Administrator

The Tournament is administered by:

Vivid Games S.A.
Gdańska 160
85-674 Bydgoszcz, POLAND

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Governing law and jurisdiction

The Tournament is governed by laws of Republic of Poland. Any disputes concerning the Tournament shall be settled by a court competent for the seat of the Administrator, unless other court is competent under consumer protection legislation.