



FIESTA CUP TERMS & CONDITIONS

The eRacing Association (“Sponsor”) is an esports league hosting competition race events.

The Sponsor is the sanctioning body and league meant for all simulation & real world racers, offering tournaments, premium league matchups, a community of other eSports racing news, and an online store offering a one-stop shop for products related to eSports. For more information please visit <https://www.eragaming.gg/>.

By participating in any Sponsor event (“Tournament”), you accept and agree to be bound by Sponsor’s Tournament Rules (“Rules”), incorporated herein;

Rules:

ELIGIBILITY: You must be at least 13 years old in order to participate in any Sponsor Tournament. Additionally, if you are under 18 or the age of majority where you live (“Minor”), you must have permission from your parent or legal guardian to participate, and their assistance will also be needed when attempting to claim any prize.

By participating in any Sponsor event, you agree (or, if under 18 years of age or the age of majority as defined in your country of residence, your parent or legal guardian must agree on your behalf) to abide by the Rules, the terms and conditions relating to the event (including, but not limited to, as set forth herein), and any other terms regarding your participation in the event at all times.

Anyone participating in an event who does not meet the age requirements mentioned above will be disqualified from that event. In the event of disqualification, any prize or points associated with that event and all previous ones you may have been awarded will be forfeited.

GAMES OF SKILL: All Sponsor events are games of skill. Winners are determined by the objective criteria described in the event, scoring, and any other applicable documentation associated with the event. Events may not be used for any form of illicit gambling.

Entrant’s Personal Information: By participating in this Tournament, you acknowledge and agree that Sponsor may collect the personal information submitted by you and use the information pursuant to Sponsor’s privacy policy.

License Grant: Sponsor and its agents may broadcast, stream, film, transmit, publicly display, record and/or take photographs during the Tournament, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsor and its products and services. By participating in the Tournament, you (and if participant is a Minor, his or her parent or legal guardian) hereby consent to your being filmed, recorded, and photographed and having your gameplay recorded, broadcast or streamed during the Tournament, and grant Sponsor and those acting under its authority (and agrees to confirm that grant in writing) the royalty-free, perpetual, irrevocable right and license to publish, reproduce, perform, distribute, stream, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and display any or all of the content and details of such participation, including, but not limited to your name, city and state/province of residence, likeness, Nintendo Account, Nintendo Network ID, and prize information, and any of the film, photographs or recordings taken pursuant to this Section without further compensation, notice, review or approval, and without territorial, time, media or medium or other limitations, for Sponsor's marketing and promotional purposes or any and all other purposes, except where prohibited by law.

Additional Terms and Conditions: This Tournament is subject to all applicable federal, state, provincial and local laws and is void where prohibited. Any provision of these Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Rules will remain in effect. Sponsor reserves the right to amend these Rules and to suspend or cancel the Tournament, or any part thereof, or any player's participation therein, at any time and for any reason in its sole discretion, including, without limitation, if viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper execution of the Tournament or Sponsor otherwise becomes (as determined in the Sponsor's sole discretion) incapable of running the Tournament as planned. THE DATES, TIMES, LOCATIONS, AND PRIZES ARE SUBJECT TO CHANGE, WITHOUT NOTICE, AT SPONSOR'S SOLE DISCRETION. Sponsor will not be responsible for problems with the gaming or other Tournament equipment. Each player participating in the Tournament (and the parent and legal guardian of each, if a Minor) represents and warrants to Sponsor that (a) the player's participation in the Tournament will not reflect negatively on Sponsor, its brands, products or services, (b) the player will use a player name and/or team name that is appropriate for general audiences, (c) the player will behave in an appropriate and respectful manner towards other participants, spectators, press and any members of event staff, and (d) the player will not engage in unsportsmanlike conduct (e.g. excessive trash talking, disruptive behavior).

By entering the Tournament, you (and, if participant is a Minor, your parent or legal guardian) release Sponsor, its partners, and their respective officers, directors, employees, representatives and agents (collectively "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use the prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen entries or for incomplete, inaccurate, lost,

interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, Internet connections, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Tournament or in any related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Participants who violate or do not comply with these Rules, tamper with or abuse any aspect of the Tournament, or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament, or any other Tournament participant (in each case as solely determined by Sponsor, in its sole discretion), are subject to disqualification from the Tournament, and Sponsor reserves the right to terminate such participant's eligibility to participate in this or any other promotion offered by Sponsor. Entries or gameplay generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry or game play process, as solely determined by Sponsor, will be disqualified. Released Parties are not responsible for any injury, loss or damage of any kind resulting from an entrant's participation in this Tournament. Should any portion of the Tournament be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Tournament, and determine winners from all non-suspect, eligible player entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Tournament, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, online systems, servers or providers, equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to a player's or other person's system or equipment occasioned by participation in the Tournament. Without limiting the foregoing, to the maximum extent permitted by law, you (and if participant is a Minor, your parent or legal guardian) waives all rights you may have under California Civil Code Section 1542, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected the settlement with the debtor." By participating in the Tournament, you (and if participant is a Minor, your parent or legal guardian) waives any and all rights to bring any claim or action related to your participation in the Tournament in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based. **SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF**

THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS

As a condition of being awarded a prize, winners may be required to confirm the permissions granted in these Official Rules in writing and execute and deliver a written affidavit of eligibility, acceptance of these Official Rules, and tax forms, and winners will be required to execute and deliver a release of liability, a photo/video consent and publicity release, and other documentation. By entering the Tournament, entrants certify that they have complied with these Rules and are eligible to win. Any delay or failure of Sponsor to perform its obligations under these Rules, including, without limitation, with respect to fulfillment of the prize or any part thereof, shall be excused to the extent that such delay or failure is caused by an event or occurrence beyond Sponsor's reasonable control, including, without limitation, acts of God, actions by governmental authorities, fires, floods, storms, earthquakes, inclement weather, pandemic, natural disasters, riots, wars, terrorism, or labor disputes.