

# Supercross 5 Esports Official League Rules

Dated as of April 21, 2022

# Introduction and Purpose

These official rules of the Supercross 5 Esports League (the “**League**”) apply to each of the Players (as defined below) participating in the League. The League comprises races played in the game Monster Energy Supercross – The Official Videogame 5, and is a game of skill. These rules apply only to official League play and not to other leagues, competitions, or tournaments organized by Battlefy Inc. (“**Battlefy**”).

Feld Motor Sports, Inc., a Delaware corporation (“**FMS**”), has established these rules for competitive League play in order to unify and standardize the requirements of competitive play; FMS shall oversee the administration of the competition through its duly appointed representatives (“**League Officials**”) and shall function as the promoter and sponsor of the League.

The contact information for FMS and Battlefy are set forth below.

## **Battlefy**

- Address: PO BOX 78067, RPO Northside - Port Coquitlam, BC V3B 7H5 - Canada
- Email: tournaments@battlefy.com
- Web page: <https://battlefy.com/>

## **League Officials**

- Players may reach out to League Officials in their regional support channel on discord
- Discord Invite Link: <http://discord.gg/9CgYrhD9Cm>

## **FMS**

- Address: c/o Feld Entertainment, Inc., 800 Feld Way, Palmetto, FL 34221
- Email: eSXSupport@feldinc.com

These official rules are designed to ensure the integrity of the system established for League play and a competitive balance among the Players in the League.

## **1. ELIGIBILITY REQUIREMENTS**

To be eligible to compete in the League, each player (a “**Player**”) must satisfy all of the following:

- Must be a natural person;
- Must have an Internet connection;
- Must be at least eighteen (18) years old (or the age of majority in their place of residence (whichever is greater)) at the time of entry;
- Must own or have access to applicable platforms (collectively, the “**Platforms**”):
  - Stages 1 & 2: PlayStation (via PlayStation4 or PlayStation5), Xbox (via Xbox One, Xbox Series X, or Xbox Series S), personal computer (Steam).

- Stage 3: The final stage will be held via personal computer (Steam) only – see further details in Sections 4 and 5, below.
- Must be a resident of the United States, residing in the continental United States, specifically excluding Hawaii, Alaska or any United States territories.
- Comply with all laws of the jurisdiction in which such person is a resident.
- Agree to be bound by these rules.
- For the avoidance of doubt, no entrance fee is required to participate in the League.
- To the extent there are any conflicts between the eligibility requirements set forth in Section 1 of these rules and Battlefy's Terms of Service, available at <https://battlefy.com/terms-of-service>, Section 1 of these rules shall control.

## **2. NO ORGANIZER EMPLOYEES**

Players may not be directors, officers, or employees (or close family members of directors, officers, or employees) of FMS, Yamaha Corporation (“**Yamaha**”), Milestone SRL, or Battlefy, or any of their respective affiliates and/or branches or any other organization professionally involved in the League. “Affiliate” is defined as any person or other entity which own or controls, is under the ownership or control of, or is under common ownership or control with, the named entities above. “Control” shall mean the power, through any means, to determine the policies or management of an entity, whether through the power to elect, appoint or approve, directly or indirectly, the directors, officers, managers or trustees of such entity or otherwise. Players are not the agents nor joint venturers of, nor in a partnership relationship with, FMS, Yamaha, Milestone SRL, Battlefy or their respective affiliates.

## **3. ADDITIONAL PROVISIONS**

### **3.1 Finality of decisions**

All decisions regarding the interpretation of these rules, Player eligibility, scheduling and staging of the League and penalties for misconduct, lie solely with the League Officials, the decisions of which are final.

### **3.2 Right of modification**

The field of eSports competitions is relatively new and changing rapidly, and these rules will evolve in real time to follow those changes. Accordingly, these rules may be amended, modified or supplemented by the League, in order to ensure fair play and the integrity of official League play. When reasonably practicable, the League will provide the Players with reasonable notice regarding any such modifications.

### 3.3 Control

Other than Section 1 and Section 6.7 of these rules, to the extent there are any other conflicts between these rules and Battlefy's Terms of Service available at <https://battlefy.com/terms-of-service>, Battlefy's Terms of Service shall control.

## 4. FORMAT

### 4.1 Background

Monster Energy Supercross – The Official Videogame 5 is a standard, off-the shelf, video game that permits players to conduct virtual races on Supercross race tracks. The competition is a component of the video game that can be accessed through the Portal, as further described below.

### 4.2 Stage 1 – Time Trial Qualifiers

Players must register to compete through the following portal: <https://battlefy.com/eSX> (the “Portal”). For the avoidance of doubt, there is no fee associated with registration. Players will input their basic information and receive a unique identifier code (their “ID Code”), which they will then use within the “eSX” portal, located within the Monster Energy Supercross – The Official Videogame 5, to unlock the Monster Energy Supercross – The Official Videogame 5 time trials qualifiers (“Time Trials”) and, after the Player completes at least one (1) Time Trials lap, to obtain a special edition Yamaha “Monster Energy Supercross – The Official Videogame 5” bike skin. Players will input personal information as part of the registration process for the competition. Such information will be used in accordance with the Battlefy Privacy Policy, available at <https://battlefy.com/policies/privacy-policy>, as described therein. The ID Code is unique to the individual Player and cannot be used twice. Once the Time Trials are unlocked, a Player can race an unlimited number of times in the portal during Stage 1, with the twelve (12) fastest riders from each of the three (3) Platforms qualifying for Stage 2. Only a Player's single fastest time trial will be recorded and reflected on the leaderboard for the applicable Platform, but there is no limit on how many times a Player can attempt. The leaderboard will be updated throughout Stage 1, and Players are encouraged to check back in throughout to confirm their standings. Players will also have the option to see how their racing stacks up against other Players in real-time by opting to race against “ghost” riders. Players can select “Race against ghost riders” and select top players on the leaderboard, which will pit them against a transparent version of the selected rider. For the avoidance of doubt, Stage 1 will take place online, with each participant competing

from their respective locations; no in-person and offline competition is contemplated for this stage of the competition.

#### **4.3 Stage 2 – Head-to-Head Heats**

The twelve (12) fastest riders on each Platform during Time Trials will face off against each other in a series of head-to-head heat races (each, a “**Race**”). Each of the three (3) Platforms will have three (3) separate Races. The first Race will determine seeding and position in the gates, and the initial positioning for this Race will be based upon overall standing on the leaderboard from Time Trials for the applicable Platform. The second Race will determine the first and second Players that will get to punch their ticket to the eSX Finals for their Platform. First place and second place will receive a spot in the eSX Finals. For all ten (10) other riders, there’s still a chance to taste victory in the Last Chance Qualifiers. In the “Last Chance Qualifiers”, the remaining ten (10) riders will compete one last time, with the victor securing the third and final spot for their Platform to compete in the eSX Finals. For the avoidance of doubt, Stage 2 will take place online, with each participant competing from their respective locations; no in-person and offline competition is contemplated for this stage of the competition.

#### **4.4 Stage 3 – eSX Finals**

A total of nine (9) riders (three (3) from each Platform) (each a “**Finalist**”) will square off against each other using only the PC Platform to determine who is the true Monster Energy Supercross – The Official Videogame 5 Champion (the “**eSX Finals**”).

There will be two (2) Races in this stage. The first Race will determine seeding and position in the gates, and the initial positioning for this Race will be based upon overall standing on the leaderboard from the Head-to-Head Heats. The winner of the second Race will be the Monster Energy Supercross – The Official Videogame 5 champion (the “**Champion**”) and receive the grand prize; the first runner up will receive the second place prize and the second runner up will receive the third place prize.

FMS intends to host the eSX Finals in-person at a to-be-determined location in early 2023 and to arrange for travel, accommodations and access as provided in Section 4.8, below, for the Finalists and one alternate for each Platform.

For the avoidance of doubt, FMS reserves the right to adjust the format and schedule for the eSX Finals at any time, in its sole discretion, including due to factors impacting event execution, participation or competitive integrity. This includes the right to operate the eSX

Finals virtually, in which case each Player may be responsible for arranging his/her own access to the competition via the PC Platform. FMS will communicate the details of any adjustments, including any related updates to these Rules, to all Finalists and alternates.

The following are the League's recommended base level PC requirements:

Operative System	Windows 10 Home (x64)
Processor	Intel Core i7-6700 / Ryzen 5 3600
Ram	16GB
Video Card	GeForce GTX 1060 / Radeon RX 580
DirectX version	11

#### 4.5 Tiebreakers

In the event that two (2) Players tie down to the millisecond at the conclusion of a Stage, the tie will be broken by a single elimination Race between the tied Players. This process will repeat until there is a clear winner.

#### 4.6 Alternates

**Alternates for Stage 2:** For Stage 2, if a Player voluntarily forfeits or is disqualified prior to the first scheduled Race date, then, time permitting, the League will use commercially reasonable efforts to confirm an alternate Player to participate in the Race. Potential alternates will be contacted in order, based on the next fastest time on the Leaderboard for Stage 1 for the Platform used by the eliminated Player. To be confirmed as an alternate for an eliminated Player, the potential alternate must confirm, in writing in advance, that he/she is available to participate in Stage 2 on the scheduled Race date. If he/she fails to confirm such availability in writing in advance of the scheduled Race date, then the next potential alternate will be contacted, until an alternate can be confirmed, time permitting. If an alternate cannot be confirmed for an eliminated Player, then the Race will proceed with the available, qualifying Players.

**Alternates for Stage 3:** During Stage 2, on each of the three Platforms, the second fastest Player, as reflected in the applicable Last Chance Qualifier from Stage 2, will qualify as an alternate for the eSX Finals for their applicable Platform. Each Finalist and alternate must

confirm in writing that he/she is available to travel to and participate in the eSX Finals on the scheduled Race date and complete the applicable Releases as provided for in Section 6.4.5, below – failure to do so will result in disqualification and replacement with the next alternate for the applicable Platform (such Finalist or alternate shall be replaced by the individual who placed third in the Last Chance Qualifiers, followed by the individual who placed fourth in the Last Chance Qualifiers, followed by the individual who placed fifth in Last Chance Qualifiers, and so on), until the earlier of: (i) final confirmation of three Finalists and one alternate (the “**First Alternate**”) (per Platform) that have confirmed they are available to travel to and participate in the eSX Finals on the scheduled Race date and have completed the applicable Releases; or (ii) one week prior to the scheduled Race date (at which point only the Players confirmed and able to travel to the eSX Finals as of such time will be eligible for the eSX Finals, and the eSX Finals Races will proceed with such eligible, qualifying Players) (the “**Locked-in Date**”).

After the Locked-in Date, if a Player voluntarily forfeits or is disqualified prior to the start of their scheduled Setup Time, then, an alternate will be chosen to replace the eliminated Player in the Race as set forth in this section. If a First Alternate for the eliminated Player’s Platform has been confirmed and is available to take the place of the eliminated Player, then such First Alternate shall replace the eliminated Player as a Finalist. If a First Alternate for the eliminated Player’s Platform is not available to take the place of the eliminated Player, then a replacement alternate (a “**Replacement Alternate**”) shall be chosen through a random drawing (in a form decided by the League in its sole discretion) among the First Alternates for the other Platforms that have been confirmed and are available to take the place of the eliminated Player (a “**Replacement Alternate Selection Process**”). The League will promptly notify the eligible potential Replacement Alternates of a vacated slot either in-person or by telephone, and the League will use commercially reasonable efforts to schedule a Replacement Alternate Selection Process, which shall be either in-person or broadcast via and internet-based video conference (e.g., Zoom or Microsoft Teams), that a majority of the potential Replacement Alternates can attend; provided that, if there are fewer than twenty-four (24) hours until the eSX Finals, the Alternate Selection Process may not be held in-person or broadcast due to timing constraints, and, instead, each Replacement Alternate will be informed in-person, by phone or via the digital lobby through voice chat. Because the Replacement Alternate Selection Process may occur hours or minutes before the start of the eSX Finals, all First Alternates must be available to participate in the Race on the date of the eSX Finals. If a potential Replacement Alternate does not promptly acknowledge and confirm his or her willingness and availability to compete, he or she may be disqualified. The League may conduct one or more

Replacement Alternate Selection Processes to maintain a full slate of nine (9) Players. Notwithstanding the foregoing, the League is not required to conduct a Replacement Alternate Selection Process, even if there is one or more vacated slots.

## **4.7 Prizes**

**4.7.1 Stage 1 Prizes:** All Players that complete at least one (1) Time Trials lap will receive an exclusive special edition Yamaha “Monster Energy Supercross – the Official Videogame 5” in-game bike skin (ARV USD\$0). Once a Player has logged correctly into the competition and completed at least one (1) Time Trials lap, the next time the Player accesses the customization section within the game, the Player will find the bike skin available inside the customization option.

### **4.7.2 Stage 3 Prizes:**

#### **(i) Participation Prizes**

FMS shall provide all Players that participate in the eSX Finals as Finalists or alternates with the following prizes:

- a participation prize of a Monster Energy Supercross 5 Esports League commemorative plate (ARV USD\$10); and

FMS may, in its sole discretion, provide all Players that participate in the eSX Finals as Finalists or alternates with the following prizes:

- tickets/passes for the eSX Finals and/or any related Monster Energy AMA Supercross Championship event occurring in proximity to the eSX Finals (if applicable), for use by participants and guests. FMS shall communicate details at a later date. (ARV TBD)

Notwithstanding the foregoing, if the eSX Finals are held virtually, rather than in-person, due to Covid-19-related federal, state, or local restrictions, or for any other reason, the Finalists and alternates shall not be entitled to any location based prizes (e.g., tickets or passes), and FMS shall not be required to provide a monetary equivalent of such location based prizes.

(ii) **Competition Prizes**

- **Grand Prize (first place finisher):** The Champion will receive (i) the grand prize (“**Grand Prize**”) of a Yamaha 2022 YZ450F Monster Energy Edition Motocross Motorcycle (ARV USD\$9,799) or comparable Yamaha product of equal or greater value, at Yamaha’s sole discretion; (ii) the Monster Energy Supercross 5 Esports League trophy (ARV USD\$1,419); and (iii) a bLU cRU swag pack (ARV USD\$300-500).
- **Second Place Prize (first runner up):** The first runner up will receive (i) the second-place prize (“**Second Place Prize**”) of a Yamaha 2022 YZ125 Motocross Motorcycle (ARV USD\$6,899) or comparable Yamaha product of equal or greater value, at Yamaha’s sole discretion; and (ii) a bLU cRU swag pack (ARV USD\$300-500).
- **Third Place Prize (second runner up):** The second runner up will receive (i) the third-place prize (“**Third Place Prize**”) of a Yamaha 2022 TTR110 Motocross Motorcycle (ARV USD\$2,299) or comparable Yamaha product of equal or greater value, at Yamaha’s sole discretion; and (ii) a bLU cRU swag pack (ARV USD\$300-500).

**4.7.3** National, state, and local taxes associated with the receipt or use of any prize are the sole responsibility of the Players.

**4.7.4** The Grand Prize, Second Place Prize and Third Place Prize do not include any license to operate the prize bike; bike will not come pre-fueled, and FMS will not provide fuel.

**4.7.5** The Grand Prize, Second Place Prize and Third Place Prize shall be delivered within an estimated one (1) year of the announcement of the eSX Finals Race results (the “**Delivery Date**”).

**4.7.6** Yamaha and/or FMS shall coordinate with the Champion, the first runner up and the second runner up to deliver the Grand Prize, Second Place Prize and Third Place Prize, respectively. The recipient is not obligated to accept the prize, and if

the recipient forfeits the prize, it shall not be awarded to the next runner-up or any other player.

- 4.7.7 Each prize recipient must follow the guidelines set forth in Section 6.2 below. If the recipient fails to follow these guidelines, he/she forfeits his/her right to claim the prize.

## 4.8 Additional Terms for eSX Finals

- 4.8.1 FMS intends to host the eSX Finals in-person at a to-be-determined location in early 2023 and to arrange for travel, accommodations and access for the three Finalists and one alternate for each Platform (referred to in this Section 4.8 as “Participant(s)”).

- 4.8.2 If the Participant’s primary residence (as identified in his or her release) is located more than seventy-five (75) miles from the location of the eSX Finals, FMS shall provide round-trip coach air travel from the major commercial airport nearest Participant’s primary residence to the major commercial airport nearest the location of the eSX Finals. If the Participant’s primary residence (as identified in his or her release) is located fewer than seventy-five (75) miles from the location of the eSX Finals, the Participant will be responsible for his or her own transportation to the hotel; provided that, after arriving at the hotel (as further described below), FMS shall be responsible for subsequent ground, portal-to-portal transportation between the hotel and the eSX Finals location. FMS shall provide each Participant with three (3) days/two (2) nights hotel accommodations based on single occupancy (standard room) (room and tax only) and ground, portal-to-portal transportation between the airport (if applicable, pursuant to this Section 4.8.2), hotel, and eSX Finals location. Participants must travel on the itinerary as set by FMS in its sole discretion. Participants must provide their own ground transportation between their primary residence and the airport. All other expenses not specified in these Rules are the sole responsibility of the Participant, including but not limited to gratuities, souvenirs, and meals. **If Participant cannot attend the eSX Finals on the prescribed Race date, Participant will be disqualified, and alternate selection will proceed pursuant to Section 4.6, above.**

- 4.8.3 Access to the eSX Finals location will be provided for each Participant in accordance with the Race schedule established by FMS. The eSX Finals,

including the event and the event format, capacity, schedule, rules and health and safety requirements are subject to applicable federal, state and/or local government requirements, and the policies of FMS and the event location, any of which may be updated at any time. Any credentials, tickets or passes provided for the eSX Finals or any related activities are subject to applicable terms and conditions. Location restrictions may also apply.

While participating in the eSX Finals and all related activities, Participants must follow the Race day schedule and all instructions of FMS, League Officials and other individuals of requisite authority and act in a respectful manner at all times.

- 4.8.4** For the avoidance of doubt, FMS reserves the right to adjust the format and schedule for the eSX Finals at any time, in its sole discretion, including due to factors impacting event execution, participation or competitive integrity. This includes the right to operate the eSX Finals virtually, in which case each Participant may be responsible for arranging his/her own access to the competition via the PC Platform. FMS will communicate the details of any adjustments, including any related updates to these Rules, to all Participants.

## **5. RACE PROCESS**

### **5.1 Equipment**

- 5.1.1** League Officials may disallow use of specific equipment or software at their sole discretion for reasons relating to League security, safety, competitive integrity, and operational efficiency/effectiveness.
- 5.1.2** Chat will be provided via Discord in connection with Stage 1 and Stage 2, and, if applicable, Stage 3. The League may monitor the discussion between all Players at any time.
- 5.1.3** Players will be expected to provide all of their own equipment for Stages 1 and 2, and, if it takes place virtually, Stage 3. This includes, but is not limited to: computers, keyboards, mice, and controllers. As the Races will not be played on an offline server, Players will also need to account for their own computer protection, and will need to themselves cover all charges to access the internet from their equipment. Exclusive responsibility for protection will fall upon the Players. Additionally, the stability of the Player's hardware and internet connection are the responsibility of the Player. FMS shall not be responsible for any costs

borne by the Player in participating in the League, nor for any damage or loss to any equipment used by the Player to access the League.

- 5.1.4** For the in-person eSX Finals, Finalists must compete using the PCs and other equipment provided onsite by FMS, except as specified in this paragraph. A Finalist may elect to compete using his/her own controller, *provided, that*, it is fully compliant with all applicable provisions of these Rules and any other equipment specifications as determined by FMS. Finalists and alternates desiring to use their own controllers or any related equipment must notify League Officials in the Release documents to be completed in advance of Stage 3 pursuant to Section 6.4.5, below. FMS reserves the right to inspect and reject any controller or related equipment that it determines to be non-compliant with communicated specifications or these Rules or as otherwise provided for in Section 5.1.1, above. FMS does not make any guarantee concerning the compatibility between any Player's personal equipment and the equipment provided by FMS onsite at the eSX Finals. Any Player requesting to use his/her own controller and/or related equipment fully assumes all risks incidental to such use.

## **5.2 Setup Time and In-Person eSX Finals Practice Sessions**

- 5.2.1** For the Head-to-Head Heats and eSX Finals, Players will have a designated timeframe (a "**Setup Time**") prior to their Race to ensure they are properly prepared (a "**Setup**"). Setup includes informing League Officials of any equipment issues. League Officials will inform Players of their scheduled preparation timeframe as part of their Race schedule.

For the in-person eSX Finals only, FMS will also schedule one or more onsite practice sessions for equipment set-up, inspection and troubleshooting and Players' practice with the onsite PCs ("**Practice Session(s)**"). Practice Sessions are separate from and shall occur prior to the Setup Time. All Players must attend their scheduled Practice Session(s) to be cleared by League Officials for competing in the eSX Finals.

League Officials may change the Race schedule at any time, or make Player accommodations in their sole discretion. League Officials may also determine that a Player is not able to participate in the Race, in which case the Player will be disqualified.

- 5.2.2** If a Player encounters any equipment issues during a Practice Session or Setup Time, the Player must notify a League Official immediately.
- 5.2.3** League technicians will be available to assist during each Practice Session and Setup Time and to troubleshoot any problems encountered.
- 5.2.4** It is expected that Players will resolve any issues that occur during Setup Time within the allotted time and that the Race will begin at the scheduled time. Delays due to Setup issues may be permitted at the sole discretion of League Officials.
- 5.2.5** No fewer than five minutes before the Race is scheduled to begin, a League Official will confirm with each Player that their Setup is complete.

### **5.3 Race Start**

A Race will start immediately after the Setup is complete, unless otherwise stated by a League Official. Players are not allowed to quit a Race after completion of the Setup phase.

### **5.4 Restart**

All decisions in regard to a Race restart are at the sole discretion of the League. Examples below are listed for illustrative purposes only:

- 5.4.1** Certain circumstances must be met before a restart may occur: Race Directors must determine that a bug is both critical and verifiable. For the bug to be considered critical, the bug must significantly damage a Player's ability to compete in the Race. The determination of whether the bug has damaged a Player's ability to compete will first be made by a Race Director (which may be overturned by League Officials in their sole discretion). In order for a bug to be considered verifiable, the bug must be conclusively present and not possibly attributable to Player error. Race Directors and League Officials must then be able to replay the instance in question and verify the bug.
- 5.4.2** If a Player believes they have experienced a critical bug, the Player must alert a Race Director immediately.
- 5.4.3** If a Race Director or League Officials determine that the bug is critical and verifiable, then all critically disadvantaged Players will be presented with the option of requesting a restart.

### **5.5 Post-Race Process**

**5.5.1** League Officials will confirm and record the Race's result.

**5.5.2** Players will inform League Officials of any technical issues.

## **5.6 Scheduling**

**5.6.1** The League will follow the following schedule:

(i) Stage 1, Time Trial Qualifiers – May 10, 2022 9:01 a.m. Eastern Standard Time to June 30, 2022 11:59 p.m. Eastern Standard Time

(ii) Stage 2, Head-to-Head Heats – Summer/Fall, 2022, date TBA.

(iii) Stage 3, eSX Finals – early 2023, date TBA.

**5.6.2** The League may, at its sole discretion, modify the schedule of Races. In the event of a schedule modification the League will notify all Players as soon as reasonably possible.

## **5.7 Race Directors**

**5.7.1** One or more race directors ("**Race Director(s)**") will oversee the Stage 2 and Stage 3 League Races, including the following:

- Announcing the beginning of a Race;
- Ordering a restart of a Race;
- Issuing penalties in response to rule violations during the Race;
- Confirming the end of the Race and its results.

**5.7.2** At all times, Race Directors shall conduct themselves in a professional and impartial manner. No passion or prejudice shall be shown towards any Player or other individual.

**5.7.3** If a Race Director makes an incorrect judgment, the judgment can be subject to reversal. League Officials, at their discretion, may evaluate the decision during or after the Race to determine if the proper procedure was implemented. If the proper procedure was not followed, League Officials reserve the right to potentially invalidate the Race Director's decision. League Officials will always maintain final say in all decisions set forth throughout the League.

## **5.8 Online Races**

**5.8.1** All Players will be expected to be ready to join the Race at the time specified by the League Officials.

**5.8.2** Leagues held on a rolling schedule will have estimated Race start times. Players are required to be available to play their Race up to three hours in advance of their estimated time, or as otherwise directed by League Officials.

**5.8.3** Lateness Penalties:

Players that are not ready at the start of the preceding Race (or thirty (30) minutes before the start of the first Race of the day) are subject to a lateness penalty equal to five (5) seconds added to the Player's final race time for every five (5) minutes the Player is late. A Player will be subject to forfeiture if twenty-five (25) minutes have elapsed since the scheduled Race Start time.

**5.8.4** Player Equipment Responsibility:

All Players are responsible for ensuring the performance of their chosen setup, including computer hardware and peripherals, internet connection, and power. A problem with Player equipment is not an acceptable reason for lateness regardless of the root cause of the problem.

**5.8.5** Players are not permitted to stream their Races live or on-demand publicly or privately on any platform or service. Furthermore, Players are not permitted to use any highlights or other footage, game images, game-related logos, artwork, animations, or other intellectual property owned by FMS in connection with any third party sponsorships, advertising, promotions, or marketing.

## **5.9 In-Person Races**

**5.9.1** All Players agree to follow the Race day schedule established by FMS, including strictly adhering to all times and locations for Practice Sessions, waiting periods, staging, Setup Time and competition. League Officials reserve the right to approve a justified exception to the Race day schedule that is requested by a Player with reasonable notice, in League Officials' sole discretion.

**5.9.2** Lateness Penalties: A Player that fails to observe the Race day schedule (except pursuant to an exception approved by League Officials) is subject to disqualification.

**5.9.3** Player Acknowledgment of Responsibility and Risk: Each Player assumes all risks incidental to participating in in-person Races, including, but not limited to, the risk of theft, damage to or other loss of personal property or equipment, and agrees

that FMS and its directors, officers, employees and agents shall not have any liability whatsoever (whether financial or otherwise) in connection with any such risks or losses. Each Player understands that any staging, storage or other similar areas at a Race location are made available as a convenience only. Each Player has the sole responsibility for the use, storage and safekeeping of his/her own personal property and equipment.

**5.9.4** Players are not permitted to stream their Races live or on-demand publicly or privately on any platform or service. Furthermore, Players are not permitted to use any highlights or other footage, game images, game-related logos, artwork, animations, or other intellectual property owned by FMS in connection with any third party sponsorships, advertising, promotions, or marketing.

## **6. CODE OF CONDUCT**

### **6.1 Competitive Integrity**

Players, whether competing in-person or on-line, are expected to play to the best of their ability at all times within any League Race and to avoid any behavior inconsistent with the principles of good sportsmanship, honesty, and fair play. Healthy competition is encouraged. All Players shall adhere to guidelines set forth in this Section 6 (the “**Code**”) during any League Race, including any practice session, preparation time, lead up time, or cool down time from such event or events (each a “**League Event**”, collectively the “**League Events**”).

League Officials are dedicated to providing a harassment-free environment for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, or religion (or lack thereof). League Officials do not tolerate harassment of participants in any form.

Any Player violating the Code may be subject to any of the penalties listed in Section 6.3.2 at the discretion of League Officials. This Code provides general guidelines and does not cover every possible type of acceptable or unacceptable behavior. League Officials reserve the right to exclude any Player due to conduct which is unbecoming of a participant in the League or makes any other Player feel unwelcome or unsafe.

#### **6.1.1 Expected Behavior of Players**

- (i) Exercise consideration and respect in speech and actions.

- (ii) Attempt collaboration and resolution before conflict.
- (iii) Refrain from threatening, demeaning, discriminatory, or harassing behavior and speech.
- (iv) Be mindful of their surroundings and of fellow Players.
- (v) Alert League Officials if such Player notices a dangerous situation, someone in distress, or violations of this Code, even if violations or activities seem inconsequential.

**6.1.2 Unacceptable Behavior of Players (for illustrative purposes only):**

- (i) Harassment, which is defined as systematic, hostile and repeated acts taking place over any period of time, or a singular egregious instance, which is/are intended to isolate or ostracize a person and/or affect the dignity of the person.
- (ii) Sexual harassment, which is defined as unwelcome sexual advances or communications of a sexualized nature. Assessment of whether conduct comprises sexual harassment under these Rules is entirely at the discretion of League Officials, and is based on whether a reasonable person would regard the conduct as undesirable or offensive. There is zero tolerance for any sexual threats/coercion or the promise of advantages in exchange for sexual favors.
- (iii) Offending the dignity or integrity of a country, private person or group of people through contemptuous, discriminatory or denigrating words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, financial status, birth or any other status, sexual orientation or any other reason.
- (iv) Display, sharing or other use of nudity and/or sexual images during any League Event.
- (v) Use of any physical or verbal intimidation, coercion, stalking, acts of or threats of violence towards any Players or League Officials.
- (vi) Disruption of any League Events, including any cause or attempt to cause a Race to be stopped.
- (vii) Commission of any criminal activity in violation of applicable state or federal law.
- (viii) Bringing dangerous or hazardous devices or substances, or any illegal items to any League Event. Players acknowledge that all bags and Players are subject to search and metal wand screening.
- (ix) Collusion, which is defined as cooperation or conspiracy to cheat or deceive others, whether it is among Players, or between a Player and one or more third parties. Collusion includes, but is not limited to, acts such as: (a) soft play, which is defined as any agreement between a Player and one or more other Players and/or one or more third parties to not play at a reasonable performance level in a Race; (b) pre-arranging to split a prize and/or any other form of compensation; (c) sending or receiving signals, electronic or otherwise, to or from third parties; or (d) deliberately losing a Race for compensation, or for any other reason, or attempting to induce another Player to do so.
- (x) Hacking, which is defined as any modification of, or attempted modification of, or any unauthorized access to, any element of the League software.
- (xi) Exploitation, which is defined as intentionally using any in-Race bug to an advantage.

- (xii) Ringing, which is defined as playing using another Player's account or solicitation to do so.
- (xiii) Use of any kind of cheating device and/or cheat program, or any similar cheating method.
- (xiv) Intentional disconnect without a proper and explicitly-stated reason reported to League Officials via Discord.
- (xv) Use of language that is obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; or promote or incite hatred or discriminatory conduct, in the Race at any time.
- (xvi) Falsifying one's age or ability to compete in the Competition, or, in general, competing or attempting to compete in League Events under false pretenses.
- (xvii) Competing under a false name or in any other way attempting to gain an unfair advantage.
- (xviii) Failing to participate in a Race after entering without giving proper notice to League Officials of non-participation.
- (xix) Any other act which violates the Code or rules and/or standards established by the League.

## **6.2 Responsibility under Code**

- 6.2.1** Unless expressly stated otherwise, offenses and infringements of these rules are punishable, whether or not they were committed intentionally. Attempts to commit such offenses or infringements may result in the penalties set forth in clause 6.3.2 below.
- 6.2.2** Players may not give, make, issue, authorize or endorse any statement or action having, or designed to have, an effect prejudicial or detrimental to the best interest of the League as determined in the sole and absolute discretion of the League.
- 6.2.3** If the League determines that a Player has violated the League rules as described herein, League Officials may assign penalties under clause 6.3.2 at their sole discretion. If a League Official contacts a Player to discuss the investigation, the Player is obligated to tell the truth. If a Player withholds information or misleads a League Official, creating an obstruction of the investigation, then the Player is subject to punishment under clause 6.3.2.
- 6.2.4** A Player may not engage in any activity which is prohibited by common law, statute, regulation, or treaty or which leads to or may be reasonably deemed likely to lead to conviction in any court of competent jurisdiction.
- 6.2.5** A Player may not disclose any confidential information provided to them by the League or any affiliate of FMS, by any method of communication.

- 6.2.6** No Player may offer or accept any gift or reward to/from a Player, League Official, Race Director, or person connected with or employed by a FMS, Yamaha, Milestone SRL, or Battlefy or any affiliate of the foregoing parties for services promised, rendered, or to be rendered in defeating or attempting to defeat a competing Player.
- 6.2.7** No Player may refuse or fail to apply or comply with the reasonable instructions or decisions of League Officials.
- 6.2.8** No Player may offer, agree, conspire, or attempt to influence the outcome of a Race by any means that are prohibited by law or these rules.
- 6.2.9** No Player or League Official may take part, either directly or indirectly, in betting or gambling on any results of any Race.
- 6.2.10** Each Player must cooperate with the League at all times, including, if applicable, the delivery of the Grand Prize, Second Place Prize and Third Place Prize; “cooperation” includes timely communication with FMS or Yamaha, or their respective representatives and affiliates, regarding prize delivery details and logistics.
- 6.2.11** If any Player has a complaint or concern about conduct which may violate this Code, League Officials encourage Players to tell a League Official immediately. Players may request that any report remain confidential and only be shared with those on a “need to know” basis.
- 6.2.12** When taking an in-person report, League Officials will ensure that Players are in a safe location and cannot be overheard. League Officials may involve other team members to ensure a Player’s report is managed properly.
- 6.2.13** League Officials may ask for specific information concerning the facts and circumstances. While this can potentially be upsetting, League Officials will offer patience and the respect that all Players deserve. Players have the right to bring along someone to help support them if you desire during this investigation. Players will not be asked to confront any individual and all our communications will be confidential and only be shared with those on a “need to know” basis.
- 6.2.14** Please remember that notifying League Officials or security does not constitute or replace notification to local law enforcement. This Code does not replace local

laws, rules posted by the applicable event facility, hotel, or other location associated with the Competition.

## **6.3 Penalties**

**6.3.1** Any person found to have engaged in or attempted to engage in any act that the League believes, in its sole and absolute discretion, constitutes unfair play, and *inter alia* those mentioned in Section 6.2, may be subject to penalty under Section 6.3.2. The nature and extent of the penalties imposed under Section 6.3.2 due to such acts shall be in the sole and absolute discretion of the League.

**6.3.2** Upon discovery of any Player committing any violations of the rules, the League may issue one or more of the penalties listed below. Penalties shall be determined and applied based on how egregious the violation, whether it was self-reported by the Player to the League, whether the Player cooperated with the League to address and remedy such violation, and whether it was first time or repeat offense.

- Verbal Warning
- Time added to final Race time
- Ban(s) for Current or Future Race(s)
- Prize Forfeiture(s)
- Race Forfeiture(s)
- Suspension(s)
- Disqualification(s)
- Ban(s) for Current or Future leagues coordinated by FMS

**6.3.3** Repeated infractions are subject to escalating penalties, up to, and including, disqualification from future participation in the League. It should be noted that penalties may not always be imposed in a successive or escalating manner. The League, in its sole discretion, can disqualify a Player for a first offense if the action of the Player is deemed egregious enough to be worthy of disqualification by the League.

**6.3.4** League Officials can publish a declaration stating that a Player has been penalized under these Rules. Players waive any right of legal action against FMS, Milestone SRL, Battlefy or their affiliates to the extent such Player is identified in such a declaration.

## 6.4 Announcement of Winners

- 6.4.1** Winners of Stages 2 and 3 may be announced by FMS via FMS's official websites and social media pages, or otherwise a list of winners will be provided upon request by contacting [tournaments@battlefy.com](mailto:tournaments@battlefy.com).
- 6.4.2** Winners of Stage 2 will be confirmed and notified as soon as reasonably practicable. The Champion, first runner up and second runner up of Stage 3 will be confirmed and notified as soon as reasonably practicable.
- 6.4.3** The Champion, first runner up and second runner up of Stage 3 will be confirmed and notified either in-person or via email or by telephone.
- 6.4.4** Each Player who reaches Stages 2 and 3 hereby acknowledges and grants to FMS the ability in its sole discretion to announce their name and details of their win or placing in the rankings on its websites, social media pages, or in any other form of public communication, subject to Battlefy's Privacy Policy, available at <https://battlefy.com/policies/privacy-policy>.
- 6.4.5** Each winner of Stages 2 and 3 will, to the extent permissible by applicable law, be required to sign and return, within fifteen (15) days of notification or attempted notification, an affidavit of eligibility, a liability waiver, a confidentiality agreement, and where allowable, a publicity release (collectively, the "**Releases**"). After the completion of Stage 3, the Grand Prize, Second Place Prize and Third Place Prize recipients will be contacted by League Officials and will be required to complete and return a W-9 Form, which will require the recipient to furnish his/her Social Security Number or other similar identification number (to the extent applicable) for the sole purpose of tax reporting, as required by law. If any winner of Stage 2 fails to sign and return the Release within the required time period, then, to the extent permissible by applicable law, such Player may forfeit his or her ability to advance to Stage 3 of the competition. If the Grand Prize, Second Place Prize or Third Place Prize recipient fails to sign and return the Release or tax form (as applicable) within the required time period, then, to the extent permissible by applicable law, that recipient's prize will be forfeited, and such prize shall not be awarded to the runner-up or any other player.

## 6.5 LIABILITY

**6.5.1** PLAYERS UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE CONTEST AND THEIR PARTICIPATION IN ANY ACTIVITIES IN CONNECTION WITH THE CONTEST (COLLECTIVELY, “**ACTIVITIES**”) MAY HAVE POTENTIALLY SIGNIFICANT AND INHERENT RISKS AND DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. PLAYERS HEREBY ACKNOWLEDGE AND WILLINGLY, EXPRESSLY AND VOLUNTARILY ASSUME ALL THESE RISKS WHICH MAY RANGE FROM MINOR INJURIES TO SEVERE PERSONAL AND/OR BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY OR PRIVACY, AND ANY RESULTING DAMAGES OR EXPENSES. PLAYERS AGREE THAT THEY WILL NOT PARTICIPATE OR BE INVOLVED IN THE ACTIVITIES UNLESS THEY ARE IN THE PROPER PHYSICAL CONDITION (INCLUDING BY OBTAINING PROPER ADVICE FROM THEIR MEDICAL PROVIDER IF APPLICABLE) AND WILL IMMEDIATELY STOP ANY ACTIVITY IF THEY FEEL PAIN, DIZZINESS OR OTHER DISCOMFORT.

**6.5.2** By participating in the League in any way, or taking receipt of or using any prize that may be awarded, Players agree to release and hold harmless FMS, and its respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the “**Released Parties**”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property or privacy arising out of their participation in the League, the activities, any posting online or otherwise of any part of their participation and/or receipt or use or misuse of any prize that may be awarded. NOTHING IN THESE RULES SHALL DISCLAIM, LIMIT OR EXCLUDE LIABILITY FOR ANY LIABILITY WHICH MAY NOT BE DISCLAIMED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

## 6.6 Content Release/License

By participating in the League, Players hereby expressly grant the Released Parties a perpetual, worldwide, royalty-free, sublicensable, and transferrable right and license to host, store, modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish, and make any other use of a Player's gamer tag,

name, likeness, and image (including with respect of any avatars or in-game content), live and recorded performance, screen shots of a Player's performance, audio recordings of a Player's performance, animated gif of a Player's performance, or other product of a Player's use and enjoyment of the game, ("**Performance**") in any and all media now known or hereinafter devised, as determined by FMS in its sole discretion, and they hereby waive any so-called moral rights or equivalent which may exist under the laws of their jurisdiction. This includes, but is not limited to, the right and license to modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish and make any other use of the Performance and all aspects thereof: (a) in, and in connection with, any product, recording, video, advertisement, infomercial, any advertising or promotional material; (b) in, and in connection with, any broadcast or social media usage or in stadium at a live Monster Energy AMA Supercross event or FanFest; and (c) on FMS's website or any other website or webpage owned, operated by or related to FMS. Players grant FMS the right and license to use the Performance and all aspects thereof, as set forth herein, in any way FMS determines whether with or without providing any attribution or compensation to them, except where prohibited by law. Players agree to indemnify the Released Parties from and against all third party trademark, copyright, intellectual property, right of publicity or other claims arising out of the use of their Performance.

## **6.7 CHOICE OF LAW AND JURISDICTION**

These Rules and each Player's participation in the League shall be governed by the laws of New York, and any dispute arising under in connection with these Rules shall be handled exclusively in the courts of New York. To the extent there are any conflicts between this choice of law and jurisdiction set forth in Section 6.7 of these rules and Battlefy's Terms of Service available at <https://battlefy.com/terms-of-service>, Section 6.7 of these rules shall control.