UBISOFT NON-PROFIT TOURNAMENT LICENSE



Effective as of 25 May 2022

1. OVERVIEW

Ubisoft encourages the dedication that our players and community members have for the Roller Champions franchise and is pleased to know that you wish to organize a grassroot tournament.

This text constitutes a license granted to you by Ubisoft, owner of the Roller Champions franchise ("**Roller Champions**"), for the organization of a NON-PROFIT grassroot tournament (the "**Tournament**') and contains the terms and conditions under which you will be officially authorized to organize this tournament (the "**License**"). By submitting a License request and hosting a Tournament accordingly, you represent and acknowledge that you have read, understood and accepted the terms and conditions of the License.

2. DO YOU MEET THE CONDITIONS?

The License is made for the Tournament and on Roller Champions only and is valid as long as you respect some simple <u>cumulative</u> limits as follows:

- Non-profit only: your Tournament needs to be <u>non-profit</u> meaning that any payment you receive to organize the Tournament (including crowdfunding and sponsoring) shall only serve to cover the total organization costs of the competition, including the total amount of the offered prizes and rewards.
- □ <u>No television broadcast</u>, only online streaming is allowed (on Twitch, for instance).
- D No viewing fee online: you cannot charge online spectators a fee to watch your Tournament.

3. WHAT YOU ARE ALLOWED TO DO

In the context of the promotion of your Tournament, you are able to (and not forced to):

- ✓ Use Roller Champions assets (Roller Champions logos, in-game footages and/or images) "AS IS" to promote your Tournament for its duration;
- ✓ Use Roller Champions to stream, live broadcast and make VODs (video on demand) of your Tournament;
- Archive VODs of your Tournament as long as it is not causing damage to our goodwill or reputation.

You cannot adapt and/or modify and/or alter Roller Champions assets without asking our prior written permission. You shall not use in the name of the Tournament, the words "Championship", "League", "Major", "Division" and/or "Circuit" associated with the name of the Game, you also can't use "Roller League" or any other word or combination which may imply that LICENSEE's tournament is part of an official Ubisoft esports competition.

Any use of Roller Champions assets in conjunction with the competition or promotion must comply with the "User Generated Content" section in our Terms of Use (<u>http://legal.ubi.com/termsofuse/en-US</u>) as well as Ubisoft Video Policy (<u>https://www.ubisoft.com/en-us/videopolicy.html</u>)

4. USE OF CONTENT

In exchange of Ubisoft granting you the right to operate your Tournament or to obtain sponsors for the Tournament, you irrevocably agree to let us use - for free and for the maximum duration of copyright - online excerpts from the broadcast of your Tournament for the purposes of communication and promotion of Ubisoft's activities both internally and externally (as for e.g. during Ubi Forward) on, including but not limited to, our social media channels (such as for e.g. Twitter and Instagram), websites, and/or broadcasting platforms (such as for e.g., Twitch or YouTube).

You agree that any person appearing on the footage of your Tournament needs to be informed and accept that Ubisoft can use the footage of your Tournament as indicated above.

5. WHAT ABOUT SPONSORS AND PARTNERS?

Your Tournament may not be connected, promoted or sponsored by any entities, companies or organizations that sell, distribute or promote any of the following products and/or services:

- * Alcohol.
- Any entities, companies or organizations that may be considered at our discretion as detrimental to Ubisoft's business or reputation, including but not limited to, key sellers, hacking and botting, account selling, in-game currency or digital item selling services, etc.
- * Any medicinal substance that requires prescription or is not freely sold in a pharmacy.
- Cryptocurrencies, financial instruments or market activities unauthorized and/or non-compliant with applicable law or regulations.
- ✗ Firearms.
- Gambling or betting websites;
- Political campaigns.
- * Pornography and other related mature materials and paraphernalia.
- Tobacco, cigarettes or electronic cigarettes, related paraphernalia.

6. HOW TO BEHAVE - SPORTSMANSHIP AND INTEGRITY

By accepting this License, you warrant that:

- □ You have the right to enter this License and you are the age of legal capacity in your country of residence.
- □ Your Tournament complies at all times with any national and international laws and regulations in force as well as the policies of any third-party services you are using to stream, operate or broadcast your Tournament.
- □ You are in compliance with any applicable data protection laws and have obtained any and all requisite license, consents and permission from any person or entity involved in the production of the footage of your Tournament and/or promotional activities related to the Tournament; and
- □ Your promotional activities related to your Tournament are not deceptive, unfair, misleading, or unethical in any way.
- □ Your Tournament is not contrary to good manners and morality.
- □ The rules of your Tournament are provided in advance and will not allow participation of minors below the age rating of Roller Champions without parental authorization, but in no event below the age of thirteen.

You must ensure that the players and the teams involved in your Tournament have a behavior that is appropriate, show good sportsmanship and abide by the Roller Champions' code of conduct (this includes prohibiting participants from participating in your Tournament if they have previously permanently been banned from Roller Champions by Ubisoft). Accordingly, you will sanction any behavior that is unlawful, harmful, abusive, harassing, threatening, malicious, defamatory, libelous, pornographic, pedophilic, obscene, vulgar, racist, xenophobic, likely to incite to hatred, sexually explicit, violent, contrary to morality or in any other way unacceptable during your Tournament. This includes, of course, ensuring that any associated chat is adequately moderated to prevent abusive, profane, and vulgar content or foster in any way an unwelcoming environment for your community.

7. PRIZE POOL PAYMENT DELAYS

You must ensure that any prize pool that you provide to the winners of your Tournament, if any, is awarded and paid in a timely manner after the end of the Tournament, in no event later than 30 (thirty) days after the end of it, provided that all applicable legal waivers, affidavits and tax forms required have been submitted and filled out accurately by the eligible winners.

8. LIABILITY AND IDEMNIFICATION

This License is only a permission-of-use the game Roller Champions for the operation of your Tournament and does not constitute an official endorsement of your Tournament by us. You must notify the participants that Ubisoft is not the organizer. Furthermore, you agree that Ubisoft cannot be held liable in any form or manner in connection with any aspect of the organization or operation of your Tournament.

In addition, you remain solely liable for the operation of your Tournament, including for implementing any security measures as well as protect you from any claim on this matter (through securing the appropriate insurance policy, for example). You agree to indemnify Ubisoft in case of any breach of this License and/or in case of claim from third parties or authorities in connection with any breach of the warranties contained in this License.

9. TERM AND TERMINATION

This License will remain valid for the whole duration of your Tournament. Ubisoft reserves the right to revoke this License if your Tournament (i) does not comply with any conditions in this License; or (ii) promotes or represents anything contrary to Ubisoft's interests, the interpretation and application of which is at Ubisoft's sole discretion.

Ubisoft may update this License from time to time without notice and at its sole discretion. We invite you to download and keep a timestamped copy of this License whenever you organize a tournament for further reference.

Ubisoft collects your personal information to allow you to enter into this agreement. Ubisoft will process your personal information in accordance with its <u>private policy</u>. If you have any questions about your personal information processing, or wish to exercise your right to access, erase or rectify your personal information, object to or restrict the processing of your personal information, and receive your information in portable form, you may create a Data Request <u>here</u>.