# **Fortnite World Cup**

# **Creative Finals**

Official Event Rules

By participating in the Fortnite World Cup Creative Finals (the "**Creative Finals**" or "**Event**"), Participants (as defined below) agree (or, if under 18 years of age or the age of majority as defined in such Participant's country of residence (a "**Minor**"), such Participant's parent or legal guardian agrees on such Participant's behalf) to be bound by these Fortnite World Cup Creative Finals Official Event Rules (the "**Rules**"), which are binding and final on matters relating to this Event.

## 1. SUMMARY:

In the Creative Finals you and three (3) teammates will be placed against seven (7) other competing teams as you play four (4) sets (each, a "**Set**") of three (3) different Fortnite Creative game modes over the course of the Event for a total of twelve (12) matches. Subject to the terms and conditions of these Rules, prizes will be awarded to each team based on its placement on the leaderboard ("**Leaderboard**") at the conclusion of each match, with a Loot Llama being awarded to the overall winner of each Set. At the conclusion of the four (4) Sets, and subject to the terms and conditions

herein, the team with the most Loot Llamas will be awarded an additional \$1,000,000 (the "Loot Llama Bonus").

# 2. HOW TO ENTER:

To participate in the Event, a Participant must have won and accepted (or, if a Minor, such Participant's parent or legal guardian must have accepted on such Participant's behalf) a spot in the Creative Finals as a selected entrant in the Fortnite World Cup Creative Competitions or the Fortnite World Cup Bonus Creative Competitions.

# 3. EVENT PERIOD:

The Event is scheduled to begin at Arthur Ashe Stadium in Flushing, New York on July 26th, 2019 at 2:00 PM EST and conclude at approximately 6:00 PM EST.

# 4. ELIGIBILITY:

To be eligible for the Event, you ("**Participant**") must:

- be at least 13 years old (or such other age, if greater, as may be required in your country of residence);
- be a valid Fortnite licensee under the Fortnite End User License Agreement ("EULA") (<u>https://www.epicgames.com/fortnite/eula</u>);
- have won and accepted (or, if a Minor, your parent or legal guardian must have accepted on your behalf) a spot in the Creative Finals as a selected entrant in the Fortnite World Cup Creative Competitions or the Fortnite World Cup Bonus Creative Competitions; and

 agree (or, if a Minor, have your parent or legal guardian agree on your behalf) to be bound by, and comply with, the Fortnite Creative Finals Code of Conduct set forth in Section 7 (the "Code of Conduct").

The Event is open to Participants worldwide, but is void wherever restricted or prohibited by law.

Employees, officers, directors, agents, and representatives of Epic Games, Inc. ("**Epic**") (including the legal, promotion, and advertising agencies of Epic) and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Event, and each parent company, affiliate, subsidiary, agent and representative of Epic are not eligible.

Epic reserves the right to disqualify any Participant in its sole discretion for any reason, including without limitation if Epic determines such Participant is cheating, hacking, harassing, using abusive or offensive language, colluding, account sharing, teaming, sabotaging, spamming, engaging in social engineering, scamming, or otherwise violating the Fortnite EULA or the Code of Conduct.

## 5. FORMAT:

Teams will compete in four (4) Sets of three (3) different Fortnite Creative game modes. The winning team of Sets 1, 2, and/or 3 will be awarded a Loot Llama. The winning team of Set 4 will be awarded a Golden Loot Llama. At the conclusion of the Event, and subject to the terms and conditions herein, the team with the most Loot Llamas will be awarded the Loot Llama Bonus. In the case of a tie, the tied team that holds the Golden Loot Llama will be awarded the Loot Llama Bonus.

During each match, teams will be scored based on the specific game rules for such match and, subject to the terms and conditions herein, will be awarded prizes based on its placement on the Leaderboard at the conclusion of such match pursuant to Section 6. The team with the most prize money awarded within a given Set will be deemed the winner of that Set.

#### 5.1 Set 1 - Sky Station Showdown

In Sky Station Showdown, you and your teammates will be placed against the other teams as your team attempts to support its designated "VIP" (the "VIP") as he or she earns points by holding capture circles (each, a "Capture Circle") located across the map. The map contains four (4) Capture Circles in total, with the center circle being worth more points per second. Everyone on your team must do everything they can to support the VIP, because only the VIP can earn points by holding Capture Circles. Only one (1) VIP can earn points from any given Capture Circle at a time; multiple VIPs or opposing players within a single Capture Circle will earn 0 points. Players will have respawn enabled. At the conclusion of each match, and subject to the terms and conditions herein, prizes will be awarded to each team based on its placement within the Leaderboard.

Teams will be scored for each Sky Station match based on the following scoring system:

Every one (1) second a sole VIP is uncontested within an outer Capture Circle (Circles A, B, or C): +3 score/per second to the capturing VIP's team.

Every one (1) second a sole VIP is uncontested within the center Capture Circle (Circle D): +12 score/per second to the capturing VIP's team.

Only the VIP on each team is permitted to pick up the Infinity Blade. If any non-VIP member of a team picks up the Infinity Blade, their team will be considered to have finished last place for that match.

The match will end after the first team reaches 1000 score or the time limit expires, whichever occurs first.

The overall winner of the Set based on prizing awarded across all three (3) matches will be awarded a Loot Llama.

Set tiebreakers will be determined in the order listed below:

1) Total prizes awarded within the Set; 2) number of individual match victories within the Set; 3) winner of the last match of the Set; 4) average placement within the Set; and finally 5) a best of 3 rock-paper-scissors match between the VIP of each tied team.

5.2 Set 2 - Junkyard Juke

In Junkyard Juke, you and your teammates will be placed against the other teams in a round based game. Each round, teams designated as "**Props**" will attempt to transform into a Prop and make their way into the center furnace to be recycled. Depending on the size of the Prop, points will be awarded to your team every time you or a teammate makes it inside the center furnace. Teams designated as "**Guards**" will attempt to shoot the Props denying their entrance into the furnace and by extension, denying points.

Teams will be scored for each Junkyard Juke match based on the following scoring system:

Large Prop recycled - 10 Points

Medium Prop recycled - 5 Points

Small Prop recycled - 2 Points

Props in each size category are sorted into groups within the spawn locations of each team. Each round will last three (3) minutes, with every team rotating to the Guards role once randomly out of the four (4) rounds. At the conclusion of round 4, the team with the most combined points will be deemed the winner of the match.

Respawns are enabled and will occur upon elimination or recycling. Prop players may recycle as many times as possible within the allotted time for the round. Prop players may only change props after respawning. Re-using the Prop gun after already transforming into a Prop is prohibited. At the conclusion of each match, and subject to the terms and conditions herein, prizes will be awarded to each team based on its placement within the Leaderboard.

The overall winner of the Set based on prizing awarded across all three (3) matches will be awarded a Loot Llama.

Set tiebreakers will be determined in the order listed below:

1) Total prizes awarded within the Set; 2) number of individual match victories within the Set; 3) winner of the last match of the Set; 4) average placement within the Set; and finally 5) a best of 3 rock-paper-scissors match between the previously-elected VIP of each tied team.

5.3 Set 3 - World Run

In World Run, you and your teammates will be placed against the other teams as your team attempts to race to the finish line while collecting coins located across the map. In order to complete the race, teams must collect all the coins in their race lane. Any member of the team can collect a coin and collected coins will count towards the team's overall total.

The map contains several checkpoints that will serve as respawn points in case a player is eliminated by a trap along the way to the finish line. Teams may not interact with one another during the race. Players will have respawn enabled. At the conclusion of each World Run match, and subject to the terms and conditions herein, prizes will be awarded to each team based on its placement within the Leaderboard.

Teams will be ranked for each World Race match based on the following scoring system:

Every coin collected - 1 point to the collecting team

All coins collected - Earliest time stamp

At the conclusion of each match, teams will be ranked by the number of coins collected, followed by the sequential order of teams who collected all the coins in their lane based on the time stamps for such teams.

The match will end after all teams collect all the coins in their respective lanes, or the time limit expires, whichever occurs first.

The overall winner of the Set based on prizing awarded across all three (3) matches will be awarded a Loot Llama.

Set tiebreakers will be determined in the order listed below:

1) Total prizes awarded within the Set; 2) number of individual match victories within the Set; 3) winner of the last match of the Set; 4) average placement within the Set; and finally 5) a best of 3 rock-paper-scissors match between the previously-elected VIP of each tied team.

#### 5.4 Set 4 - Golden Games

In Golden Games, you and your teammates will revisit each previous Fortnite Creative game mode in quick succession. Match 1 will be played on the Sky Station Showdown game mode. Match 2 will be played on the Junkyard Juke game mode. Match 3 will be played on the World Run game mode.

Each game mode will, subject to the below, have slight rule variations from the previous Sets as follows:

Sky Station Showdown variation: Any player can earn points by solely holding Capture Circles, not just VIPs.

Junkyard Juke variation: All potential Prop sizes are Large. There are no Small or Medium Props to choose from.

World Run variation: Players have a single life to try and complete the course..

Notwithstanding the foregoing, if technical issues prevent one or more of the above-listed variations from being implemented in the applicable game mode, then such game mode shall be played using its default ruleset.

At the conclusion of each Golden Games match, and subject to the terms and conditions herein, prizes will be awarded to each team based on its placement within the Leaderboard.

The overall winner of the Set based on prizing awarded across all three (3) matches will be awarded a Golden Loot Llama.

Set tiebreakers will be determined in the order listed below:

1) Total prizes awarded within the Set; 2) number of individual match victories within the Set; 3) winner of the last match of the Set; 4) average placement within the Set; and finally 5) a best of 3 rock-paper-scissors match between the previously-elected VIP of each tied team.

## 6. PRIZES:

Subject to the terms and conditions of these Rules, the following prizes will be awarded to each team based on its placement within the Leaderboard at the conclusion of each match:

End of Match Rank	Prizes Awarded
1st	\$55,000
2nd	\$35,000
3rd	\$20,000
4th	\$20,000
5th	\$10,000
6th	\$10,000
7th	\$10,000
8th	\$10.000

In the case of a tie at the conclusion of a given match, all tied teams will be awarded the prize listed in the chart for the applicable rank.

Additionally, the team with the most Loot Llamas at the end of the Event will be awarded the Loot Llama Bonus. In the case of a tie, the tied team that holds the Golden Loot Llama will be awarded the Loot Llama Bonus.

Participants will be notified by Epic of their status as a potential winning Participant at the email address associated with such Participants' Epic account at the start of the Event, or such other email address provided by such Participants to Epic, within 7 days of completion of the Event, or such other time as reasonably required by Epic for such notification, and will be subject to verification of eligibility pursuant to Section 4 and compliance with these Rules. Upon formal notification from Epic, a potential winning Participant shall have 45 days from the date such notice was emailed to respond and provide any information or materials requested by Epic, including the Release (as defined below) for purposes of verification of eligibility pursuant to Section 4. Such response from a potential winning Participant must be delivered to the email address from which Epic's notification was sent or, at Epic's sole option, another email address specified in the notification.

The date of receipt by Epic shall be decisive for a potential winning Participant's compliance with the deadlines set forth in this Section 6. The failure by any such Participant to timely respond to any notification or request for materials or information will result in such Participant's disqualification as a potential winning Participant, and

such Participant shall not be entitled to win any prizes in connection with the Event. In such cases, no alternate Winning Participant (as defined below) will be named, and Epic shall have the right, in its sole and absolute discretion, to (a) award any prize amounts that would have otherwise been awarded to such disqualified Participant as part of a future Fortnite tournament or (b) donate any such prize amounts to charitable causes and efforts of Epic's choosing. A winning Participant ("**Winning Participant**") will only be announced once the verification of eligibility process has been completed by Epic pursuant to these Rules.

Winning Participants will also be required to provide certain payment information to Epic, including any required tax information forms, in order to receive the prizes. Epic may withhold payment of the prizes if the Winning Participant fails to provide the applicable payment forms to Epic in a timely manner.

PRIZES ARE SUBJECT TO APPLICABLE FEDERAL, STATE AND LOCAL INCOME TAX AND IT IS THE RESPONSIBILITY OF EACH WINNING PARTICIPANT TO (I) CHECK WITH HIS OR HER LOCAL TAX ADVISOR TO DETERMINE WHICH TAXES APPLY TO HIM OR HER AND (II) PAY SUCH TAXES TO THE APPROPRIATE TAX AUTHORITY. It is Epic's policy to withhold tax at the backup withholding rates in effect for US and non-US residents. Prize income and tax withholding will be reported on forms 1099-MISC for US residents and 1042-S for non-US residents.

Epic will determine the payment method for the prizes in its sole discretion and, except as otherwise required by applicable law, all payments will be made directly to the Winning Participant (or, if a Minor, such Winning Participant's parent or legal guardian). The Winning Participants will be sent a Prize Acceptance and Release Form ("**Release**"). Unless restricted by applicable law, the Winning Participant (or, if a Minor, such Winning Participant's parent or legal guardian) will be required to complete and return the Release in accordance with the deadlines set forth in this Section 6.

## 7. CODE OF CONDUCT:

All Participants must conduct themselves in a way that is at all times consistent with (a) the Code of Conduct and (b) the general principles of personal integrity, honesty, and good sportsmanship.

Participants must be respectful of other Participants, Event administrators, and fans.

Participants may not behave in a manner (a) which violates these Rules, (b) which is disruptive, unsafe or destructive, or (c) which is otherwise harmful to the enjoyment of Fortnite by other users as intended by Epic (as decided by Epic). In particular, Participants may not engage in harassing or disrespectful conduct, use of abusive or offensive language, game sabotage, spamming, social engineering, scamming, or any unlawful activity.

If Epic decides that a Participant has violated the Code of Conduct, Epic may take the following disciplinary actions (as applicable):

- Issue a private or public warning (verbal or written) to the Participant;
- Loss of session points for the current or future match(es);
- Loss of all or any part of the prizes previously awarded to the Participant;
- Disqualify the Participant from participating in one or more matches and/or sessions at the Event; or
- Prevent the Participant from participating in one or more future competitions hosted by Epic.

For clarity, the nature and extent of the disciplinary action taken by Epic pursuant to this Section 7 will be in the sole and absolute discretion of Epic. Epic reserves the right to seek damages and other remedies from such Participant to the fullest extent permitted by applicable law.

## 8. EVENT OPERATIONS:

All Participants must check into the Event via the registration area no later than 3:00 PM EST. Event administrators will remain in contact with all Participants to provide Event updates, including Event start times and other important information. Checked-in Participants will be directed to the holding area to await the pre-match announcements. Event administrators will give a thirty (30) minute warning to Participants before the start of the Event.

Participants must check-in at the registration area before they are granted access to any of the Participant areas, which includes the holding area and Event floor (the "**Participant Areas**"). Participant credential badges must be worn at all times while in the venue and external Participant Areas. Those without credentials will be barred from entry without exception. Credentials may not be traded, sold, leased, or given to anyone.

Managers, coaches, media, guardians, family, and friends of Participants will not be allowed in the Participant Areas.

Any attempt to cheat, collude, or act in general misconduct will result in immediate disqualification from the Event and any Participant so disqualified shall not be entitled to win any prizes in connection with the Event.

Failure to comply with these requirements may result in immediate disqualification from the Event and any Participant so disqualified shall not be entitled to win any prizes in connection with the Event.

In the event of a match technical failure, Event administrators may void the results of the match.

#### 9. CONDITIONS:

The Event is subject to these Rules. By participating, each Participant agrees (or, if a Minor, such Participant's parent or legal guardian agrees on such Participant's behalf):

(a) to be bound by these complete Rules (including the Code of Conduct) and the decisions of Epic which shall be final and binding; and (b) to waive any right to claim ambiguity in the Event or these Rules, except where prohibited by law. By accepting a prize, the winning Participant agrees (or, if a Minor, such winning Participant's parent or legal guardian agrees on such winning Participant's behalf) to release Epic from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of such prize or participation in any prize-related activities. Epic shall not be liable for: (i) telephone system, telephone, or computer hardware, software, or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind, including death caused by the prize or resulting from acceptance, possession, or use of a prize, or from participation in the Event; or (iv) any printing, typographical, administrative, or technological errors in any materials associated with the Event. Epic reserves the right to cancel or suspend the Event in its sole discretion or due to circumstances beyond its control, including natural disasters. Epic may disgualify any Participant from participating in the Event or winning a prize if, in its sole discretion, it determines such Participant is attempting to undermine the legitimate operation of the Event by cheating, hacking, deception, or any other unfair playing practices intending to annoy, abuse, threaten, undermine, or harass any other Participants or Epic's representatives. The internal laws of the State of North Carolina will govern disputes regarding these Rules and/or the Event. Epic reserves the right, in its sole discretion, to

cancel, modify, or suspend the Event should a virus, bug, computer problem, unauthorized intervention, or other causes beyond Epic's control, corrupt the administration, security or proper play of the Event. Any attempt to deliberately damage or undermine the legitimate operation of the Event may be in violation of criminal and civil laws and will result in disqualification from participation in the Event. Should such an attempt be made, Epic reserves the right to seek remedies and damages (including attorneys' fees) to the fullest extent of the law, including criminal prosecution. Epic reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Event or violating these Rules. Epic is not responsible for any problems, bugs, or malfunctions Participants may encounter. This Event is subject to all applicable federal, state and local laws.

## 9. PUBLICITY:

Epic reserves the right to use the name, tag, likeness, video, game play statistics, and/or Epic account ID of any Participant, for publicity purposes prior to, during, or after the Event end date, in any media, throughout the world, in perpetuity, but only in connection with publicizing the Event, without any compensation or prior review unless specifically prohibited by law.

## 10. WAIVER OF JURY TRIAL:

Except as prohibited by applicable law and as a condition of participating in this Event, each Participant hereby irrevocably and perpetually waives any right s/he may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Event, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby.

# 11. PRIVACY:

Please refer to Epic's privacy policy located at

https://www.epicgames.com/site/en-US/privacypolicy for important information regarding the collection, use and disclosure of personal information by Epic.

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