

## **MOST WANTED LEADERBOARDS CHALLENGE TERMS OF PARTICIPATION**

By participating in the Most Wanted Leaderboards Challenge (the “**Challenge**”), you (and, if an eligible minor, your parent or legal guardian) agree to be bound by these Terms of Participation (“**Terms**”) and the decisions of Epic Games, Inc., (“**Epic**”), which are final and binding in all matters. Any violation of these Terms may result in the termination of your participation in the Challenge.

**ELIGIBILITY:** The Challenge in all parts is open to individuals aged 13 years or older who have a valid Epic Games Account (“**Epic Account**”), except as otherwise provided in this section (“**Participant**”). The Challenge is not open wherever restricted or prohibited by applicable law or in any country where participation is prohibited by U.S. law. Without limitation of the foregoing, the Challenge is not open to individuals in Cuba, Iran, Iraq, North Korea, Somalia, Sudan, Syria, and the regions of Crimea, Donetsk, and Luhansk.

In case you are an eligible minor between 13 years of age and the legal age of majority in the jurisdiction of your residence, your parent or legal guardian must consent to these Terms on your behalf.

Employees, officers, directors, agents, and representatives of 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 Challenge, and each parent company, affiliate, and subsidiary of Epic, are not eligible. Void where prohibited. The Challenge is subject to all applicable federal, provincial, state and local laws.

Participants are required to comply with all Fortnite rules and regulations, including, but not limited to, the Fortnite End User License Agreement (<https://www.epicgames.com/fortnite/eula>) (“**Fortnite EULA**”). Failure to do so may result in disqualification of that Participant from the Challenge.

**CHALLENGE PERIOD:** The Challenge starts at 10:00AM Eastern Standard Time (“**EST**”) on February 21, 2023 and ends at 2:00AM EST on February 28, 2023 (“**Challenge Period**”).

**HOW TO PARTICIPATE:** During the Challenge Period, Participants can participate in the Challenge by visiting <https://mostwanted.fortnite.com> (“**Challenge Site**”) and following the directions to register.

**REWARDS:** Once registered, Participants can earn in-game rewards (“**Rewards**”) by completing Challenge tasks as follows:

- **Level 1 Reward:** Successfully complete Challenge registration to receive one (1) Fortnite “GG Flamed” cosmetic emoticon.
- **Level 2 Reward:** Invite a friend to participate in the Challenge by using the social share functionalities on the Challenge Site to receive one (1) Fortnite “Live to Ride” cosmetic spray.
- **Level 3 Reward:** Crack a total of ten (10) “Cold Blooded” vaults in-game during the Challenge Period to receive one (1) Fortnite “Retro Rivals” animated wrap.
- **Level 4 Reward:** Remain a Participant for the duration of the Challenge Period to receive one (1) Fortnite “The Head is On” loading screen.

A Participant can only receive one (1) of each Reward at a given Reward Level (in other words, a Participant cannot receive two (2) Fortnite “GG Flamed” cosmetic emoticons). If a Participant has already received any of the Rewards listed in this section as part of a previous Fortnite challenge or promotion, such Participant will not be eligible to receive such Rewards for the Challenge.

Rewards are awarded “as is” with no warranty or guarantee, either express or implied. Epic reserves the right to substitute a Reward of comparable or greater value if a Reward becomes unavailable. Rewards have no approximate retail value, as they are not made available for purchase by Epic. Rewards have no value (retail or otherwise) outside of an Epic Account. Rewards cannot be redeemed for cash or substituted or transferred by recipients. Rewards will be granted directly to the recipient’s Epic Account (a) in the case of the Level 1 and Level 2 Rewards, within one (1) hour of reaching the relevant Reward Level, (b) in the case of the Level 3 Reward, within one (1) hour of the end of the day during which a Participant reached the Level 3 Reward, (c) in the case of the Level 4 Reward, within one (1) hour of the end of the Challenge, or (d) such other time as reasonably required by Epic for each such grant. Additional terms and conditions may apply to acceptance and use of a Reward.

A Participant’s use of a Reward in Fortnite will be governed by Epic’s Terms of Service (available at <https://www.epicgames.com/site/en-US/tos>), Epic’s Privacy Policy (available at <https://www.epicgames.com/privacypolicy>), and the Fortnite EULA (each, an “**Epic Agreement**”). Epic has the right to enforce these agreements against each Participant. If a Participant chooses not to accept an Epic Agreement, such Participant must not use Fortnite or seek to use the Rewards.

**LEADERBOARDS:** Please note that the points displayed on the applicable regional leaderboard or the global Challenge leaderboard (each, a “**Leaderboard**” and collectively, the “**Leaderboards**”) may not be accurate or in real-time. Epic reserves the right to alter the points or name displayed for any Participant due to technical issues or if there has been unsportsmanlike or other behavior prohibited by these Terms. A Participant is not the recipient of any Reward even if the applicable Leaderboard should so indicate unless and until Epic has verified the Participant and their point total(s) and officially announced such Participant as a recipient of such Reward.

**PUBLICITY GRANT:** By agreeing to these Terms, each Participant (and, if an eligible minor, his/her parent or legal guardian) grants permission for Epic and its designees to use his/her name, tag, likeness, audio, video, game play statistics, and/or Epic Account, for publicity purposes during or after the Challenge Period, in any media, throughout the world, for a period of up to three (3) years, but only in connection with publicizing the Challenge, without any compensation or prior review unless specifically prohibited by law.

**GENERAL CONDITIONS:** By participating, Participants (and, if eligible minors, their parents or legal guardians) agree to release, discharge, indemnify and hold harmless Epic, its affiliates, subsidiaries, retailers, distributors, suppliers, advertising and promotion agencies, and any other individuals engaged in any way in the development, production, administration or execution of the Challenge, and the respective directors, officers, agents and employees of the foregoing (collectively, the “**Released Parties**”) from any liability, claims, losses and damages arising out of or relating to your participation in the Challenge and the acceptance, use, misuse or possession of any Reward received in connection therewith. The Released Parties are not responsible for errors or problems of any kind relating to or in connection with the Challenge, whether human, mechanical, technical, electronic, typographical, printing or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Challenge, the functionality of the Challenge Site, the tracking of play with Participants, the announcement of the Rewards, or in any Challenge-related materials. In the event Epic is prevented from continuing with the Challenge as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, pandemic, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Epic’s control, then subject to any governmental approval which may be required, Epic shall have the right to modify, suspend, or terminate the Challenge at any time.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. If any provision of these Terms is determined to be invalid or otherwise unenforceable, then these Terms shall be construed in accordance with its terms as if the

invalid or unenforceable provision was not contained therein. Epic's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

**Regardless of any other relevant provision in these Terms, nothing in the underlined section excludes or limits the Released Parties' warranties and liability: (i) for death or personal injury caused by the Released Parties; (ii) in the event of the Released Parties' gross negligence or willful misconduct; or (iii) for any other liability or warranty that, by law, may not be limited or excluded by the Released Parties.**

Epic reserves the right, at its sole discretion, to disqualify any individual who tampers with the Challenge, game play, violates these Terms, or acts in a disruptive manner.

**RIGHT TO TERMINATE YOUR PARTICIPATION:** Epic reserves the right to terminate your participation in the Challenge if you do not comply with these Terms, Epic's Terms of Service, or the Fortnite EULA.

**DISPUTES:** Disputes regarding these Terms and/or the Challenge will be governed by the internal laws of the State of North Carolina, except where prohibited by law. Decisions of Epic are binding and final. No claimant in any dispute involving Epic shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages.

**PRIVACY:** The information you provide will be used only in accordance with Epic's privacy policy, located at <https://www.epicgames.com/privacypolicy>.