

GiveByGaming Tourney - Solo Official Rules

1. Introduction and Acceptance

1.1 Introduction

1.1.1 GiveByGaming Tourney - Solo Official Rules (“Rules”) govern all stages of the (“GiveByGaming Tourney” or “Event”

1.1.2 These Rules have been designed to ensure the integrity of competitive play of Fortnite (the “Game”) in connection with the Event on the Fortnite Event Service Platform (“Event Service”), and are intended to promote vigorous competition and to help ensure that all competitive play of the Game is fun, fair, and free from Toxic Behavior (as defined below).

1.1.3 Event Service is provided by Epic Games, Inc. (“Epic”) to allow individuals and organizations to organize and administer their own events featuring competitive play of the Game (collectively, “Community Events”). For clarity, while Epic may provide prizes for the Event and the Community Events, such events are not “official” Epic-run events and neither the Event nor any other Community Event is sponsored or administered by Epic. Players must look to Gamers Club (“Event Organizer”) for any questions or dispute resolutions in connection with the Event. To report misuse or abuse of Event Service, please notify an Epic Esports Coordinator at tournaments@epicgames.com.

1.2 Acceptance

To participate in the Event, each player must agree (or, if a Minor (as defined below), such player’s parent or legal guardian must agree on such player’s behalf) to follow these Rules at all times, including the Code of Conduct in Section 8. By participating in any game or match that is part of the Event, a player is confirming that he or she (or, if a Minor, his or her parent or legal guardian) has accepted these Rules pursuant to this Section 1.2.

2. Event Structure

2.1 Definition of Terms

2.1.1 Elimination

An occurrence where one player depletes the HP and Shield (if any) of another player. Subject to Section 7.1.2, elimination credit is determined by (a) the action feed located at the bottom left corner of the gameplay screen, and (b) the UI illustrating total number of eliminations earned during a single match; provided, that, in no event shall elimination credit be awarded to a player for any portion of a match following such player’s elimination.

2.1.2 Game Mode

A specific ruleset, set of gameplay elements, or win conditions for a given match. Game modes can be very broad and may or may not differ from one match to the next. Event administrators appointed by Event Organizer (“Event Administrators”) will explain the specific parameters for each game mode before the beginning of a match.

2.1.3 Match

A single instance of competition within the Game that is played until a player or team either achieves a Victory Royale (as defined below) or certain victory conditions are otherwise met (as applicable).

2.1.4 Placement

A player's or team's time spent in play in a match, relative to that of other players or teams in such a match, prior to being eliminated. Placement rank is illustrated in the UI after being eliminated.

2.1.5 Session

A set of matches that is played until a winner or multiple winners are determined by one of the following methods: (a) completion of a set number of matches or (b) completion of a set time period.

2.1.6 Victory Royale

An occurrence where a player or team meets the victory conditions of the current game mode of the match being played. Typically, this refers to obtaining a first place placement finish.

2.2 Schedule

2.2.1 Round 1 December 18th, 2021, Hourly Starting at 2pm EST

2.2.2 Round 2 December 18th, 2021 Starting at 7PM EST, or 8PM EST if all 5 matches are necessary in Round 1

2.3 Rescheduling

Event Organizer may, in its sole discretion, reorder the schedule and/or change the date for any match or session of the Event (or change any game mode to be played in connection therewith). However, if the Event schedule is so modified, the Event Organizer will inform all players at his, her, or its earliest convenience.

2.4 Event Format and Scoring - GiveByGaming Tourney - Solo Tournament

2.4.1

Subject to the terms and conditions of these Rules and to then-current Epic suspensions/bans (if any), any eligible player, as determined by Event Organizer in accordance with these Rules, may queue up and participate in the Event.

There will be a minimum of two (2) and a maximum of five (5) game sessions in Round 1. Each Round 1 game session will last approximately one (1) hour. Players may participate in a maximum of one (1) matches during Round 1. Players will earn points based on the scoring system listed in Sections 2.4.3 and 2.4.4 (as applicable). Matches for a session will count only if the match begins before such a session window closes.

At the conclusion of the round, and subject to the terms and conditions herein, the top 100 point earning players as listed on the in-game leaderboard (“Leaderboard”) will advance to Round 2 of the Event. Round 2 will be enterable by all of those who rank in the top 100 overall from Round 1.

If a player fails to queue for the playlist and/or misses the start time for a given match, he or she will be considered to have finished in (or tied for) last place with zero eliminations for that missed match.

At the conclusion of the Round 2, and subject to the terms and conditions herein, the top point earning players as listed on the in-game leaderboard (“Leaderboard”) will be awarded prizes as set out in Section 2.5.

2.4.2 Round 2 Advancement

Advancement from Round 1 to Round 2 will be determined by points earned at the conclusion of Round 1. The top 100 players will advance for Round 2.

2.4.3 Scoring System

Victory Royale: 60 points

2nd: 53 points

3rd: 49 points

4th: 46 points

5th: 44 points

6th: 42 points

7th: 40 points

8th: 38 points

9th: 37 points

10th: 36 points

11th: 35 points

12th: 34 points

13th: 33 points

14th: 32 points

15th: 31 points

16th: 30 points

17th: 29 points

18th: 28 points

19th: 27 points

20th: 26 points

21th: 25 points

22th: 24 points

23th: 23 points

24th: 22 points

25th: 21 points

26th: 20 points

27th: 19 points

28th: 18 points

29th: 17 points

30th: 16 points

31th: 15 points
32th: 14 points
33th: 13 points
34th: 12 points
35th: 11 points
36th: 10 points
37th: 9 points
38th: 8 points
39th: 7 points
40th: 6 points
41th: 5 points
42th: 4 points
43th: 3 points
44th: 2 points
45th: 1 point

Each Elimination: 2 Points

Elimination cap per match: Ten(10) eliminations (worth up to 20 points)

Each individual donor: 2 Points

2.4.4 Tiebreakers

Tiebreakers will be determined in the order presented here: (1) total points scored; (2) total Victory Royales in the session(s); (3) average eliminations in the session(s); (4) average placement per match in the session(s); (5) total seconds survived across all matches; and finally (6) a coin flip

2.5 Prizes

The following prizes will be awarded to each player based on its placement within the Leaderboard at the conclusion of Round 3 of the applicable event.

2.5.1 Tournament Prizes

GiveByGaming Tourney - Solo Prizes

Rank	Total
1	\$300 Value
2	\$150 Value
3	\$50 Value

\$500 in total prizes

2.5.2 Prizing Information

Only the highest scoring players (as determined by Epic pursuant to this Section 2.5.2) will be eligible to receive the prizes set forth in Section 2.5.1. No other player with a score lower than the highest scoring players shall be, at any time or under any circumstances, entitled to win any prizes in connection with the Event.

The highest scoring players will be notified by The Ronald McDonald House of the Greater Hudson Valley of their status as a potential winning player at the email address associated with such players' Epic account 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 3 and compliance with these Rules. A potential winning player must keep the Epic account that he or she used to compete in the Event active throughout the verification of eligibility process.

Upon formal notification from The Ronald McDonald House of the Greater Hudson Valley, a potential winning player shall have 30 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 3. Such response from a potential winning player 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 player's compliance with the deadlines set forth in this Section 2.5.2.

The failure by any such player to (a) keep the Epic account that he or she used to compete in the Event active throughout the verification of eligibility process or (b) timely respond to any notification or request for materials or information will result in such player's disqualification as a potential winning player, and such player shall not be entitled to win any prizes in connection with the Event. In such cases, no alternate Winning Player (as defined below) will be named, and Epic shall have the right, in its sole and absolute discretion, to (y) award any prize amounts that would have otherwise been awarded to such disqualified player as part of a future Fortnite Champion Series event or (z) donate any such prize amounts to charitable causes and efforts. A winning player ("Winning Player") will only be announced once the verification of eligibility process has been completed by Epic pursuant to these Rules.

Winning Players will also be required to provide certain payment information to The Ronald McDonald House of the Greater Hudson Valley, including any required tax information forms, in order to receive the prizes. The Ronald McDonald House of the Greater Hudson Valley may withhold payment of the prizes if the Winning Player 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 PLAYER 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 Ronald McDonald House of the Greater Hudson Valley in its sole discretion and, except as otherwise required by applicable law, all

payments will be made directly to the Winning Player (or, if a Minor, to the Winning Player's parent or legal guardian). The Winning Player will be provided a Prize Acceptance and Release Form ("Release"). Unless restricted by applicable law, the Winning Player (or, if a Minor, such Winning Player's parent or legal guardian) will be required to complete and submit the Release in accordance with the deadlines set forth in this Section 2.5.2.

3. Player Eligibility

3.1 Player Age

3.1.1 If a player is under 18 years of age or the age of majority as defined in such player's country of residence (a "Minor"), such player must have permission from a parent or legal guardian in order to participate in the Event.

3.1.2 Ineligible players who mislead or attempt to mislead Event Administrators by providing false eligibility information will be disqualified from participating (or further participating) in the Event.

3.2 Fortnite EULA

Each player must follow the Fortnite End User License Agreement ("Fortnite EULA") (<https://www.epicgames.com/fortnite/eula>). These Rules add to, and do not replace, the Fortnite EULA.

3.3 2FA

Each player must enable (if not already enabled) Two-Factor Authentication ("2FA") on his or her Epic account. To enable 2FA, players must visit <https://epicgames.com/2FA>, log in to their Epic accounts, and follow the onscreen instructions.

3.4 Ineligible Affiliation

Employees, officers, directors, agents, and representatives of Epic or Event Organizer (including the legal, promotion, and advertising agencies of Epic or Event Organizer) and each of their respective 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 or Event Organizer, in each case as applicable, are not eligible to participate or win.

3.5 Player Names

3.5.1 All team and individual player names must follow the Code of Conduct in Section 8. Event Organizer and the Event Administrators each may restrict or change team and individual player tags or screen names for any reason.

3.5.2 The name used by a team or player may not include or make use of the terms Fortnite®, Epic, or any other trademark, trade name, or logo owned by or licensed to Epic.

3.5.3 The name used by a team or player cannot be an impersonation of another team, player, streamer, celebrity, government official, Epic employee, or any other person or entity.

3.6 Good Standing

Players must be in good standing with respect to any Epic accounts registered by said player, with no undisclosed violations. Players must also be free of or served fully any penalties from previously breaking any official Epic rules.

3.7 Additional Restrictions

3.7.1 The Event is open to all participants not professional ESports players.

3.7.2 The Event is not open to individuals using iOS devices.

3.7.3 For the duration of the Event, only a single player may play on a given game machine (i.e., multiple players cannot participate on the same machine at any point during any match).

3.7.3 Players may only have one (1) entry (using one (1) Epic account) into the Event for a given session. Players are expressly prohibited from having additional Event entries using additional or secondary Epic account(s), and/or participating from more than one (1) server regions.

4. Player/Team Formation Rules

4.1 Solos

4.1.1 Each Solos player (or, if a Minor, such player's parent or legal guardian) must acknowledge and accept these Rules in-game pursuant to Section 1.2 before participating.

4.1.2 All players that fall within the prizing thresholds set forth in Section 2.6 must successfully pass the verification of eligibility process described in Section 2.6.5 in order to be eligible to receive such prizes.

4.1.3 Earned Qualifier or Finals qualification spots (as applicable) cannot be transferred, sold, traded, or gifted to any person or organization.

5. Issues

5.1 Definition of Terms

5.1.1 Bug

An error, flaw, failure, or fault that produces an incorrect or unexpected result, or otherwise causes the Game and/or a hardware device to behave in unintended ways.

5.1.2 Intentional Disconnection

A player losing connection to the Game due to player's actions. Any actions of a player which lead to a disconnection shall be deemed intentional, regardless of the actual intent of the player. Intentional disconnection is not considered a valid technical issue for the purposes of a remake.

5.1.3 Server Crash

All players losing connection to the Game due to an issue with the Game server.

5.1.4 Unintentional Disconnection

A player losing connection to the Game due to problems or issues with the game client, platform, network, or PC.

5.2 Technical Issues

Due to the nature and scale of online competition, matches will not be restarted or made null due to Bugs, Intentional Disconnections, Server Crashes, or Unintentional Disconnections. Any technical issues or Bug encounters, whether defined in this Section 5 or not, must be played through and will not be cause for a remake.

6. Communication

6.1 Event Administrators will be available to answer player-specific questions and provide additional assistance throughout the Event via email, ereynolds@rmhghv.org

7. Post-Match Process

7.1 Scoring

7.1.1 The Game client will record and report a player's score at the conclusion of such player's participation in a match.

7.1.2 At times, unforeseen issues may arise that result in score reporting delays and/or inaccuracies. For the duration of the Event, the score displayed within the Leaderboard will be the official score, regardless of accuracy.

8. Code of Conduct

8.1 Personal Conduct; No Toxic Behavior

8.1.1 All players must conduct themselves in a way that is at all times consistent with (a) the Code of Conduct in this Section 8 ("Code of Conduct") and (b) the general principles of personal integrity, honesty, and good sportsmanship.

8.1.2 Players must be respectful of other players, Event Organizer, Event Administrators, spectators, and sponsors (as applicable).

8.1.3 Players shall 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 the Game by other users as intended by Epic. In particular, players shall not engage in harassing or

disrespectful conduct, use of abusive or offensive language, game sabotage, spamming, social engineering, scamming, or any unlawful activity (“Toxic Behavior”).

8.1.4 Players shall not (a) proclaim to be, or represent themselves as, a banned player or a cheater/rule breaker, or (b) glorify or otherwise endorse the breaking or violation of these Rules.

8.1.5 Any violation of these Rules may result in disqualification from participation (or further participation) in the Event, whether or not that violation was committed intentionally.

8.2 Competitive Integrity

8.2.1 Each player is expected to play within the spirit of the Game and these Rules at all times during any Event match. Any form of unfair play is prohibited by these Rules, and may result in disqualification from participation (or further participation) in the Event. Examples of unfair play include the following:

Collusion (as defined below), match throwing or fixing, bribing a referee or match official, or any other unfair or illegal action or agreement to intentionally influence (or attempt to influence) the outcome of any match or Event.

Hacking or otherwise modifying the intended behavior of the Game client.

Playing or allowing another player to play on an Epic account registered in another person's name (or soliciting, encouraging, or directing someone else to do so).

Using any kind of cheating device, program, or similar cheating method to gain a competitive advantage.

Intentionally exploiting any game function (e.g., an in-game bug or glitch) in a manner not intended by Epic in order to gain a competitive advantage.

Using distributed denial of service attacks, swatting, or similar methods to interfere with another player's connection to the Game's game client.

Using macro keys or similar methods to automate in-game actions.

Intentionally disconnecting from a match without a legitimate reason for doing so.

Accepting any gift, reward, bribe, or compensation for services promised, rendered, or to be rendered in connection with unfair play of the Game (e.g., services designed to throw or fix a match or session).

Utilizing outside assistance regarding the location of other players, other players' health or equipment, or any other information not otherwise known to the player by the information on his or her own screen (e.g., looking at or attempting to look at spectator monitors while currently in a match). For clarity, a player's receipt of coaching or use of the in-game replay tool does not fall within this prohibition.

8.2.2 Players may not work together to deceive or otherwise cheat other players during any match (“Collusion”). Examples of Collusion include the following:

Teaming: Players working together during the match while on opposing teams.

Planned Movement: Agreement between 2 or more opposing players to land at specific locations or to move through the map in a planned way before the match begins.

Communication: Sending or receiving signals (both verbal and non-verbal) to communicate with opposing players.

Item Dumping: Intentionally dropping items for an opposing player to collect.

Feeding: Intentionally allowing oneself to be eliminated by an opposing player.

8.3 Wagering

Players shall not (a) conduct or promote betting, wagering, or gambling on the Event or any portion thereof, or (b) benefit, either directly or indirectly, from betting, wagering, or gambling on the Event or any portion thereof.

8.4 Harassment

8.4.1 Players are prohibited from engaging in any form of harassing, abusive, or discriminatory conduct based on race, color, ethnicity, national origin, religion, political opinion or any other opinion, gender, gender identity, sexual orientation, age, disability, or any other status or characteristic protected under applicable law.

8.4.2 Any player who witnesses or is subjected to harassing, abusive, or discriminatory conduct should notify the Event Organizer or an Event Administrator. If Event Organizer witnesses or is subjected to harassing, abusive, or discriminatory conduct, Event Organizer should notify an Epic Esports Coordinator at tournaments@epicgames.com. All complaints reported pursuant to this Section 8.4.2 will be promptly investigated and appropriate action will be taken. Retaliation against any player or Event Organizer for bringing forward a complaint or cooperating in the investigation of a complaint is prohibited.

8.5 Confidentiality

A player may not disclose to any third party any confidential information provided by Event Organizer, Event Administrators, Epic, or each of their respective affiliates concerning the Game, the Event, Epic, or its affiliates, by any method of communication, including by posting on social media channels.

8.6 Illegal Conduct

Players are required to comply with all applicable laws at all times.

9. Rules and Conduct Violations

9.1 Disciplinary Action

Event Organizer is authorized to make decisions regarding violations of these Rules in relation to the Event, subject to appeal to Epic and Epic's final binding review. If the Event Organizer decides that a player has violated these Rules (including the Code of Conduct), the Event

Organizer may disqualify the player from participation (or further participation) in the Event. Without limitation of the foregoing, Epic, at its sole discretion, may monitor the Event and enforce any applicable punishment specified in these Rules, Epic's Terms of Service, and/or the Fortnite EULA.

For clarity, the disqualification of a player or the enforcement of any applicable punishment by Event Organizer and/or Epic shall not provide such player with grounds for claims against Event Organizer or Epic under any theory of law, or otherwise be considered a liability on the part of Event Organizer and/or Epic to such player.

9.2 Rule Disputes

Event Organizer has binding authority to decide all player disputes with respect to any portion of these Rules, including the breach, enforcement, or interpretation thereof in relation to the Event, subject to appeal to Epic and Epic's final binding review.

10. Conditions

The Event is subject to these Rules. By participating, each player agrees (or, if a Minor, such player's parent or legal guardian agrees on such player's behalf): (a) to be bound by these complete Rules (including the Code of Conduct) and the decisions of Event Organizer which shall be binding, subject to appeal to Epic and Epic's final binding review; and (b) to waive any right to claim ambiguity in the Event or these Rules, except where prohibited by applicable law. By accepting a prize, the Winning Player agrees (or, if a Minor, such Winning Player's parent or legal guardian agrees on such Winning Player's behalf) to release Event Organizer and Epic from any and all liability, loss, or damage arising from or in connection with awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities. Neither Event Organizer nor Epic shall 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, and 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. Event Organizer or Epic may disqualify any player from participating (or further participating) in the Event or winning a prize if, in his, her, or its sole discretion, Event Organizer or Epic determines such player 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 players or Event Administrators (for clarity, such Event Organizer decisions are subject to appeal to Epic and Epic's final binding review). The internal laws of the State of North Carolina, without reference to any of its conflicts of laws principles, shall govern disputes regarding these Rules and/or the Event. Event Organizer or Epic may, in each party's sole discretion, cancel, modify, or suspend the Event should a virus, bug, computer problem, unauthorized intervention, force majeure, or other cause beyond such party'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 (or further 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. The Event is subject to all applicable federal, state, and local laws.

11. Publicity

Epic reserves the right to use the name, tag, likeness, audio, video, game play statistics, and/or Epic account ID of any player, 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 or other Epic events and programming, without any compensation or prior review unless specifically prohibited by law.

12. Waiver of Jury Trial

EXCEPT AS PROHIBITED BY APPLICABLE LAW AND AS A CONDITION OF PARTICIPATING IN THE EVENT, EACH PLAYER HEREBY IRREVOCABLY AND PERPETUALLY WAIVES (OR, IF A MINOR, SUCH PLAYER'S PARENT OR LEGAL GUARDIAN HEREBY IRREVOCABLY AND PERPETUALLY WAIVES ON SUCH PLAYER'S BEHALF) 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 THE 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.

13. 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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