

Tourney Competitions (“Contest”) Official Rules (“Rules”)

Tourney (“Sponsor”) is offering Competitive Athletes (as defined below) the opportunity to receive prizes based on public competitions within the [Tourney: Competitive Events](#) mobile application. Participation is voluntary. By participating in the Contest, you agree to these Rules.

Contest Period: Each week a new competition will be offered that will be open for 7 days (“Competition Period”).

How to Participate:

1. Download [Tourney: Competitive Events](#) from the Apple App Store
2. Create an account in [Tourney: Competitive Events](#) mobile application
 - a. Owner of account must purchase Tourney’s Competition Pass
3. Upload a video to [Tourney: Competitive Events](#) on Monday
 - a. Video must adhere to the general theme and title of the competition within [Tourney: Competitive Events](#)
 - b. All videos must be original content taken or owned by the Participant.
 - c. We do not accept videos that are stolen from other athletes
 - d. We do not accept uploads that are infringing, illegal, offensive, or explicit
 - e. Competitive Athletes and general users are prohibited from engaging in any conduct where they artificially manipulate view counts by purchasing votes or otherwise inflate their views

We reserve the right to ban you from using any products or services provided by Tourney if any Competitive Athletes or Users exhibit inappropriate behavior as defined in the “How to Participate” section above.

Winner selection and prizes: Winners will be selected as follows:

Prizes:

One (1) cash prize (value \$50 each). Total value of all prizes to be awarded is \$50. One cash prize will be awarded to the Competitive Athlete who has received the most votes (based on public views) during the Competition Period. [View-count is determined by unique user views not total view impressions]. Tourney’s judges retain the right in their sole discretion to award the prize to an entry other than the video with the most votes if the judges determine that such video does not meet the theme or any other set criteria for that competition. In the case of a two or three way tie, Tourney’s judges will determine a winner based on the judge’s personal votes taking into account the competition theme and other judging criteria.

Prize Terms: Prizes must be accepted “as-is,” and no warranties will be provided by Sponsor. Prizes are non-transferable, and no substitution, exchange or cash redemption of prizes will be permitted, except that Sponsor may substitute a prize of equal or greater value, at Sponsor’s sole discretion. Winners are responsible for all taxes associated with receipt, acceptance or use of any

prize. Prize value is generally includable as income for tax purposes and, to the extent a winner is an employee, will be included in such winner's IRS Form W-2.

At the end of the Competition Period the Winners will be notified via email. If the Winner does not claim the prize within seventy-two (72) hours, the Prize may be forfeit and Sponsor reserves the right to award the Prize to an alternate Winner. Winner selection and prize details will be based on Sponsor's discretion and interpretation of these Rules and shall be final and binding in all respects.

Eligibility: Contest is open to Competitive Athletes; respectively, who are legal residents of the 50 United States (including the District of Columbia), United Kingdom, and Australia, who are age 18 and over.

Void in Guam, Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions. If a winner is disqualified for any reason, an alternative winner may be selected, in Sponsor's sole discretion. To be eligible for a prize, participants must not have received a written warning or be the subject of any disciplinary investigation or action or enhanced supervision during the 12 months preceding the receipt of a prize. Subject to all applicable federal, state and local laws and regulations, including tax laws. Winning a prize is contingent upon fulfilling all requirements set forth herein. **Void where prohibited by law.**

Responsibilities of Participant: Participant must comply with all laws and company policies when participating in activities relating to this Contest. Participants shall not engage in any activity designed to improperly inflate his or her number of meetings run or set, inhibit the ability of others to participate, or which would be contrary to the purposes of the Contest. Any participant who Sponsor has reason to believe has tampered or interfered with the Contest, or violated any of these Rules, may be disqualified and subject to appropriate disciplinary procedures. If a participant is disqualified for any reason, Sponsor may award the prize to an alternative winner from among the remaining eligible participants.

Ownership of Entries: All Videos entered into the contest will be the sole property of Sponsor. Sponsor may use or modify the Videos for any purpose without your permission or any obligation to provide any payment to you. You agree to execute or provide any documentation requested by Sponsor as may be required to record or give effect to Sponsor's ownership of the Videos.

Additional Terms: Sponsor is the official timekeeper for the Contest. Sponsor is not responsible for late, lost, inaccurate, incomplete, damaged, illegible or misdirected Contest submissions or communications.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part thereof, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion.

Publicity: Except where prohibited by law, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions,

job title and location and/or hometown and state for advertising and promotional purposes in any media, worldwide, without payment or consideration, in perpetuity, without notice or review or approval. (Tennessee residents will not be required to sign a publicity release as a condition of winning a prize).

Release: Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by Participant, printing errors or equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost or undeliverable Contest-related communications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or any Contest-related activity, or Participant's acceptance, possession, use or misuse of any prize.

Limitations of Liability: By entering the Contest or accepting a prize, each participant agrees to release, discharge, indemnify and hold harmless Sponsor, and each of its respective officers, directors, employees, affiliates, representatives and agents, from and against any claims, damages, liabilities, losses or causes of action related in any way to the operation of or such participant's participation in the Contest and any other claims, damages or liabilities, including without limitation any injuries, damages or losses to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from participant's acceptance, possession, use or misuse of any prize or participation in the Contest or any Contest-related activity.

Disputes: Except where prohibited by law, by participating in the Contest, each participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in New York, NY; (2) under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than actual out-of-pocket expense not to exceed fifty dollars (\$50.00); and (3) any and all claims, judgments, and awards shall be limited to such actual out-of-pocket costs incurred, including any costs associated with participating in the Contest, not to exceed fifty dollars (\$50.00). Participant expressly waives any right to claim or recover attorney's fees or court costs. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of New York.

Trademarks: Company names and trademarks associated with prizes are used solely to identify prizes. No endorsement, authorization, sponsorship, or approval of trademark owners is intended

or implied by such use. All referenced company names and trademarks are registered and unregistered trademarks or copyrights of their respective owners.

Sponsor:

Tourney Enterprises, LLC

251 Little Falls Drive, Wilmington, Delaware, 19808