

Terms & Conditions

1. Acceptance of terms of use and amendments:

Each time you visit or participate in an Urban Gamers League (“UGL” or “Sponsor”) tournament or event; and each time you access the content on a UGL website, you agree to be bound by these 'Terms and Conditions', as amended from time to time with or without notice to you. In addition, your usage of services on this site or accessed via this site, or use of equipment and/or participation or attendance at UGL tournaments or events will be subject to any rules or guidelines applicable to those services, and they will be incorporated by reference within these 'Terms and Conditions'.

2. The site operator's service:

This site and the services provided to you on and via this site are provided on an 'AS IS' basis. You agree that the site operator reserves the right to modify or discontinue provision of this site and its services, and to remove the data you provide, either temporarily or permanently, at any time, without notice and without any liability towards you. Neither UGL nor the site operator will not be held responsible or liable for timeliness, removal of information, failure to store information, inaccuracy of information, or improper delivery of information.

3. Your responsibilities and registration obligations:

In order to use this site or certain parts of it, you may be required to register for a user account on this site; in this case, you agree to provide truthful information when requested, and - if a minimum age is required for eligibility for a user account - you undertake that you are of at least the required age. By registering for a user account, you explicitly agree to this site's 'Terms and Conditions', including any amendments made by the site operator that are published herein.

4. Registration and password:

You are responsible for maintaining the confidentiality of your password, and you will be held responsible for all usage of your user account and/or user name, whether authorized or not authorized by you. You agree to immediately notify the site operator of any unauthorized use of your user account, username or password. The site operator may apply the policy of requiring to grant prior approval of a new user account registration before the account is activated and available for logging-in. By registering for an account on this site, you agree that

the site operator retains sole discretion regarding the approval of new registrations and the closure of existing accounts, without incurring any liability towards you.

5. Site Content:

You acknowledge and agree that the site operator will have every right and full discretion (but no obligation) to refuse to publish, or to remove, or to block access to any content you provide, at any time and for any reason, with or without notice.

8. Third-party services:

Goods and services of third parties may be advertised and/or may be made available on or through this site. Products and services provided by third parties will be governed by the policies and representations of these third parties. The site operator will not in any manner be liable for or responsible for any of your dealings or interaction with third parties. Nor will the site operator be liable or responsible in any way for the quality, continuity or satisfactory provision of third-party products and services.

9. Indemnification:

You agree to indemnify and hold harmless the site operator and the site operator's representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders, from any claim or demand, including reasonable legal fees, that may be filed by any third party, arising out of your conduct or connection with this site or service, your provision of content, your violation of these 'Terms and Conditions', or any other violation by you of the rights of another person or party.

10. DISCLAIMER OF WARRANTIES:

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS SITE OF ANY SERVICES OR CONTENT PROVIDED (THE 'SERVICE') AND PARTICIPATION AT ANY TOURENEMENT EVENT (THE 'EVENT') IS AT YOUR OWN RISK. SERVICES AND CONTENT ARE PROVIDED TO YOU 'AS IS', AND THE SITE OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER IMPLIED OR EXPRESS; THIS INCLUDES (BUT IS NOT LIMITED TO) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SITE OPERATOR OFFERS NO IMPLIED OR EXPRESS WARRANTY THAT ANY PART OF ANY SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OR OF ANY QUALITY. NOR IS IT WARRANTED EITHER IMPLICITLY OR EXPRESSLY THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD OR USAGE. YOU UNDERSTAND AND AGREE THAT NEITHER THE SITE OPERATOR NOR ANY PARTICIPANT IN A SERVICE PROVIDES PROFESSIONAL

ADVICE OF ANY KIND. YOU UNDERSTAND AND AGREE THAT ANY ADVICE OR ANY OTHER INFORMATION OBTAINED VIA THIS SITE MAY BE USED SOLELY AT YOUR OWN RISK, AND THAT THE SITE OPERATOR WILL NOT BE HELD LIABLE IN ANY WAY.

11. Limitation of Liability and Releases:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SITE OPERATOR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE SITE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: THE USE OF SERVICES OR THE INABILITY TO USE SERVICES, THE COST OF OBTAINING SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH SERVICES, UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, STATEMENTS BY ANY THIRD PARTY OR CONDUCT OF ANY THIRD PARTY USING SERVICES, OR ANY OTHER ISSUE PERTAINING TO SERVICES. BY PARTICIPATING IN THIS TOURNAMENT, EACH ENTRANT AGREES THAT SPONSOR, THE TOURNAMENT JUDGES AND THE TOURNAMENT ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANT AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY (INCLUDING WITHOUT LIMITATION BODILY INJURY, DEATH, OR ANY HARM ARISING OUT OF OR RELATING TO A TOURNAMENT ENTITY'S NEGLIGENCE) ARISING OUT OF OR RELATED TO THE TOURNAMENT, INCLUDING WITHOUT LIMITATION: (A) THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE PROPERTY, GOODS OR SERVICES FOR WHICH IT IS REDEEMED; (B) ENTRY, PARTICIPATION IN, OR ATTENDANCE AT THE TOURNAMENT OR THE EGLX SHOW; (C) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, OR DEFAMATION; (D) AN ENTRANT'S VIOLATION OF THESE OFFICIAL RULES; OR (E) AN ENTRANT'S VIOLATION OF ANY THIRD PARTY RIGHT.

Without limiting the foregoing, Sponsor, Tournament judges and the Tournament Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by any of the equipment or programming associated with or utilized in the Tournament, or by any technical or human error which may occur in the processing of submissions or entries in the Tournament; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, gaming equipment, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any mailed entry or e-mail to be received by or from the Tournament judges or

Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility, or postal delays, strikes or errors; (g) damage to a user's computer or gaming equipment (software or hardware) occasioned by participation in or downloading of materials related to the Tournament; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

12. Reservation of rights:

The site operator reserves all of the site operator's rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that the site operator may have in respect of this site, its content, and goods and services that may be provided. The use of the site operator's rights and property requires the site operator's prior written consent. By making services available to you, the site operator is not providing you with any implied or express licenses or rights, and you will have no rights to make any commercial or other unforeseen use of this site or provided services without the site operator's prior written consent.

13. Applicable law:

You agree that these 'Terms and Conditions' and any dispute arising out of your use of this site or products or services provided will be governed by and construed in accordance with local laws applicable at the site operator's domicile, notwithstanding any differences between the said applicable legislation and legislation in force at your location. By registering to: participate in an UGL tournament, and/or registering for a user account on this site, or by using this site and the services it provides, you accept that jurisdiction is granted to the courts having jurisdiction over the site operator's domicile, and that any disputes will be heard by the said courts.

14. Miscellaneous information:

In the event that any provision of these 'Terms and Conditions' is deemed to conflict with legislation by a court with jurisdiction over the parties, the said provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these 'Terms of use' will remain valid and applicable. The failure of either party to assert any right under these 'Terms of use' will not be considered to be a waiver of that party's right, and the said right will remain in full force and effect. You agree that any claim or cause in respect of this site or its services must be filed within one (1) year after such claim or cause

arose, or the said claim or cause will be forever barred, without regard to any contrary legislation. The site operator may assign the site operator's rights and obligations under these 'Terms of use'; in this event, the site operator will be relieved of any further obligation.

14. Tournament Rules & Event Conduct:

All tournament participants agree to abide by the UGL Rules, Terms & Conditions set forth herein. Each participant further agrees to conduct themselves in a proper manner at all times. Rudeness and disrespect, as well as any unsportsmanlike conduct, e.g., profanity and damaging or throwing equipment, or will not be tolerated. These offenses will be dealt with by UGL tournament committee or its Managers, and could result in revocation of playing privileges in UGL events.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Tournament, violates the Official Rules or the Code of Conduct, or acts in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. There's a difference between being excited about a play that was made and unacceptable trash talking. The Sponsor does not condone name calling, words or actions that would or could create a hostile or intimidating environment, or any player uttering what would be considered a foul name or inappropriate gesture. All participants are expected to act in a professional manner at all times. Inappropriate play such as swearing and or throwing controllers is punishable by a penalty and disqualification.

15. Disputes:

EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS TOURNAMENT, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS TOURNAMENT, BUT IN NO EVENT ATTORNEYS' FEES. Any dispute or other legal action concerning the Tournament shall be conducted in Alameda County and Tournament participants irrevocably consent to the exclusive jurisdiction and venue of the courts of the County of Alameda, in the State of California.