

# “LUCOZADE BOOST FINAL 11 LEAGUE”

## TERMS AND CONDITIONS

[Updated as of June. 27, 2021]

Welcome to the “Lucozade Boost Final 11 League” (“Final 11”) sponsored by Lucozade (“Lucozade”), and organized through our partners, Zilojo (“Zilojo”), Movie Jabber (“Movie Jabber”) and Village Market (“Village Market”). Final 11 League details are enumerated below, and shall govern your participation in the league.

The game being played in this tournament is **Fortnite** by Epic Games. No other game will be featured.

These Final 11 League Official Rules (“Rules”) govern all stages of the Final 11 League (“Final 11” or “Event”). The Event is not sponsored, endorsed, or administered by Epic Games.

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

### 1. Terms & Conditions

These Terms may be modified and updated in whole or by part, at any time at the sole discretion of Lucozade and the Final 11 partners. Contestants may be informed by written notice, email or SMS notification.

All modifications and updates shall become effective upon posting by Lucozade and event partners.

To continue to participate in Final 11, 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. A player (or, if a Minor, such player’s parent or legal guardian) may accept these Rules by clicking to accept or agree to these Rules, where this option is made available to you by Lucozade and Final 11 partners.

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. If a contestant objects to any modifications or updates, he/she shall immediately stop any access, use, or

participation in the Final 11 League.

## 2. Eligibility

- 2.1 To participate in the Final 11 League, you must meet the following conditions
- a) You are a natural person. Not a bot, nor software.
  - b) You have access to either one of the following devices; smart phone, PC, laptop, Xbox, PlayStation 4 or PlayStation 5.
  - c) You are 18 years old and above. If you are below the age of 18, you and your parent/guardian must fill a separate "Parent/Guardian Final 11 Registration Form" found on the website.
  - d) If you are 18 years old and above, please provide us with your official name as in your ID/Passport, ID/Passport number and contact details in the registration form.
  - e) You have connection speeds of 20mbps and higher. Minimum connection speeds required should be 10mbps. Nothing less.
  - f) You have a registered Epic Games account. You must use the same account during the duration of the league. Please refer to the registration form.
  - g) You have a registered Battlefy account. You must use the same Battlefy account throughout the duration of the league. Please refer to the registration form.

By enrolling and participating in the Final 11 League, you represent that you meet these eligibility requirements.

- 2.2 Participation in the Final 11 League becomes active once the member successfully completes his/her registration and expressly agrees to join the League.
- 2.3 Multiple registrations under different names or email accounts, by the same contestant, is not permitted. Only one account is permitted per contestant.
- 2.4 Upon registration, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the registration form. The contestant shall communicate any changes to any

provided information by duly updating his/her member profile.

- 2.5 Any information you provide in connection with the Final 11 League shall be used in accordance with the Privacy Laws governing such competitions.

### 3. Event Structure

#### 3.1 Definition of Terms and League Structure

- a) League Phase: the consecutive three-weekend period that precedes the finals.

- The League Phase will be virtual, with contestants participating remotely from their desired location, on any of the recommended devices as listed in Section 2.1b, and with connection speeds as indicated in Section 2.1e.

- b) The League Phase is as below:

- Contestant Registration Phase: Friday July 9<sup>th</sup> – Thursday July 29<sup>th</sup>
- Players' Conference:
  - a) Saturday July 31<sup>st</sup>
  - b) Sunday August 1<sup>st</sup>
  - c) Monday August 9<sup>th</sup>
- League Phase Rounds:
  - a) Round One: Saturday August 7<sup>th</sup>.
  - b) Round Two: Saturday August 14<sup>th</sup>
  - c) Round Three: Saturday August 21<sup>st</sup>

- c) League Box: One "League Box" lasts one hour. Each "League Box" consists of three battle royale matches. Each battle royale is 20-minutes in length, with player eliminations between the three matches.

- **Match 1:** Solo Battle Royale match of 20 minutes. Only 48 players will proceed to the next match.
- **Match 2:** Squad Battle Royale match of 20 minutes. Only 24

players will proceed to the final match of the round.

- **Match 3:** Duos Battle Royale match of 20 minutes. The Top 11 of this first round will be selected from this final match.
- d) Once a League Box ends, players previously eliminated, or new players who didn't take part in any previous round, are free to rejoin for the next round, and so on.
  - e) Players can compete in as many League Boxes as possible throughout the league phase, to garner as many points as possible.
  - f) Each League Phase weekend will consist of four League Boxes in a day: from 1.00pm – 5.00pm.

### 3.2 The Finals

- a) The finals will be a physical event, held on Saturday August 28<sup>th</sup>. Specific event details such as venue, and time, will be communicated to the eleven finalists. This event will be streamed.
- b) Players who make it to the finals after the three weekends, are required to meet their own cost of transport to the venue.
- c) Minors must be accompanied by atleast one of the registered guardian/parents to the event.
- d) Finalists outside of Nairobi are required to meet their own cost of travel, and accommodation, when coming to attend the finals.
- e) The overall finalists (final 11) will compete in the finals, on PlayStation 4 consoles. No other devices.
- f) Contestants will be allowed to carry with them a keyboard, mouse or gamepad to connect to the PS4 console.
- g) All precautions will be taken by Final 11 organizers to safeguard and secure the premises. However, responsibility of belongings, consoles and other equipment brought by any contestant is solely the responsibility of the finalist. Organizers will not be held accountable for damage or theft.
- h) All participants, minors and their guardians, must adhere to Kenyan government rules for COVID19 precautions, and all Final 11 event regulations.

### 3.3 Pre-Game Process

- a) **Tournament Link:** Every qualified contestant will receive a tournament link to their email addresses, and through SMS, every weekend and for every tournament.
- b) **Friends follow Friends:** After joining the tournament via the Tournament Link, contestants will go onto the Epic Game launcher, and follow each participant as friends on Fortnite: this allows you to see your opponent/partner and compete. And only after that will the tournament take place.

## 4. PRIZES

4.1 The following is a breakdown of the prizes that all successful registrants will contend for:

- a) **First Place:** PlayStation 5 825GB standalone console with the following accessories and games:
  - 1) White DualSense Controller.
  - 2) DualSense Charging Station.
  - 3) Media Remote.
  - 4) Pulse 3D Wireless Headset.
  - 5) "Marvel's Spider-Man: Miles Morales Ultimate Edition".
  - 6) Sony PS5 Game "Demon's Souls Remake".
  - 7) Sony PS5 Game "NBA 2K21".
- b) **Second Place:** PlayStation 4 VR Kit.
- c) **Third Place:** Nintendo Switch Lite.
- d) **Fourth placed to eleventh placed contestants** will each get a voucher worth KES. 2,500 (two thousand, five hundred Kenya Shillings) only, redeemable only at the following GameChanger branches across the country:
  - 1) The Junction Mall, Ngong Road, Nairobi.
  - 2) Sarit, Nairobi.

- 3) Westgate Mall, Nairobi.
- 4) The Hub Karen, Nairobi.
- 5) Thika Road Mall, Nairobi.
- 6) Village Market, Nairobi.
- 7) Two Rivers Mall, Nairobi.
- 8) City Mall Nyali, Mombasa.

4.2 The prizes are not redeemable, nor exchangeable for cash.

## 5. Earning Points

5.1 Eligible participating contestants in the Final 11 League will be rewarded with in-game match points, and additional points outside the game from social engagement tasks. ALL points earned, from both in-game and social engagement tasks, will go towards selecting the Final 11, to compete at the Finals.

5.2 Members can earn league points as follows:

- a) **Match Points:** These are points gotten from the matches. The points will be tallied, highlighting the Top 11 of that day.
  - First Place: 5 points
  - Second Place: 3 points
  - Third Place: 2 points
  - Fourth place to eleventh: 1 point
- b) **Social Engagement Points:** In addition to match points, players who consistently take part in assigned social engagement interactions will earn additional points.
  - Minimum 1 point per task.
  - Points may increase, depending on the task at end.
  - Please ensure you register your correct social media handles.

5.3 League accounts, as well as points and rewards cannot be transferred to any third parties. Selling, sharing, or otherwise transferring League accounts, points, or rewards to third parties in any other way is not permitted.

5.4 The following actions are prohibited under the League's rules for point collection, and are shown without limiting other restricted acts Lucozade and event partners may identify in the future:

- a) Creating or using fake, forged, fraudulent, or impersonating email or personal information;
- b) Creating accounts on another individual's behalf;
- c) Use of automated bots, scripts, codes, or procedures that goes against the character of a game, tournament, or campaign requiring participant action(s), participation, or to gain competitive advantages;
- d) Providing forged or fraudulent documentation;
- e) Committing criminal or illegal acts;
- f) Using the Event for commercial purpose (eg. Raising money, advertising another product or service);
- g) Violating Program and/or tournament rules as set forth by the Event, Epic Games, and Battlefy.

## **6. Member Obligations and Rules of Conduct**

- 6.1 The Final 11 League ("Final 11", "Event") shall only and exclusively be used by its members for personal, non-commercial use. Any and all use for commercial purposes, especially for collecting information about other contestants, is not permitted without the approval of the Event partners.
- 6.2 Each contestant shall duly keep his/her passwords secret and shall not make them known or available for use by any third parties. Shared use of Final 11 registration details and shared collection of the Event by several persons is not permitted unless stated otherwise by approved in writing by Lucozade and event partners
- 6.3 Each Event contestant agrees and undertakes to abide by all applicable local, state, and international law, regulations, and rules.

## **7. General Rules of Conduct**

- 7.1 The Final 11 affiliations.

Employees, officers, directors, agents, and representatives of Lucozade, and the Final 11 event partners (including the legal, promotion, and advertising agencies) 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 Lucozade and Event partners are not eligible to participate or win.

## 7.2 Player Names

All team and individual player names must not be vulgar or obscene. Lucozade and the Event partners each may restrict or change team and individual player tags or screen names for any reason.

## 7.3 Additional restrictions.

- a) Players may only have one (1) entry (using one (1) Epic account) into the Event for the entire tournament. Players are expressly prohibited from having additional Event entries using additional or secondary Epic account(s).
- b) All contestants are required to take part in all Social Engagement activities, Q&A forums and other activities as communicated by Event partners.
- c) Lucozade and the Final 11 partners may, at their 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, Event partners will inform all players at its earliest convenience.

## 7.4 Communication

- a) Event Administrators will be available to answer player-specific questions and provide additional assistance throughout the Event via the official player support channel found here: [\[insert link\]](#).

## 7.5 Post-Match Process

- a) **Leaderboard Scores:** The Game client will record and report a player's score at the conclusion of each League Box.



- b) 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. Issues

### 8.1 Definition of Terms.

- a) 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.
- b) Intentional Disconnection: A player losing connection to the Game due to the player's actions, player's location, faulty device, or insufficient bandwidth connection. 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.
- c) Server Crash: All players losing connection to the Game due to an issue with the Game server.
- d) Unintentional Disconnection: A player losing connection to the Game due to problems or issues with the game client, platform.

### 8.2 Technical Issues

- a) Due to the nature and scale of online competition, except as otherwise determined by Event partners at their sole discretion, matches will not be restarted or made null due to Bugs or Intentional Disconnections. Except as otherwise determined by Final 11 event partners at their sole discretion, any technical issues or Bug encounters, whether defined in this Section 8 or not, must be played through and will not be cause for a restart.
- b) Without limitation of the foregoing, players are prohibited from taking advantage of or otherwise exploiting any Bug that allows a player to participate in any Event round or stage without having first qualified for such round or stage pursuant to the terms of these Rules.
- c) In addition, players acknowledge and agree that in participating in a

Game competitive event the individual player solely determines which platform to use (i.e., PC, console, or mobile (as applicable)) and understands that he/she may face players competing on a different platform. Additionally, players acknowledge that the different platforms may offer features, such as controllers, player interface, and/or ability to individualize certain game settings/sensitivities, etc., which may arguably provide a competitive advantage to one platform over another. Players acknowledge their sole competitive platform choice and agree and waive any responsibility or liability of Lucozade and the Final 11 event partners relating to such player's involvement in a multiplatform competition, including any alleged competitive advantage of any other platform.

## 9. Contestant Code of Conduct

### 9.1 No toxic behaviour.

Below is a breakdown of elements that constitute 'toxic behaviour'.

- a) All players must conduct themselves in a way that is at all times consistent with (a) the Code of Conduct in this Section 8 ("Contestant Code of Conduct") and (b) the general principles of personal integrity, honesty, and good sportsmanship.
- b) Players must be respectful of other players, Event Administrators, spectators, and sponsors (as applicable).
- c) 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 games and Event by other users as intended by Lucozade and Event partners. 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").
- d) 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.
- e) Any violation of these Rules may expose a player to disciplinary action as further described in Section 9.2, whether or not that violation was committed intentionally.

### 9.2 Competitive Integrity

a) 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 disciplinary action.

Examples of unfair play include the following:

- Collusion (as defined below), match fixing or throwing, 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.
- 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.

b) 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.
- c) 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.
- d) Harassment:
- 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.
- e) Any player who witnesses or is subjected to harassing, abusive, or discriminatory conduct should notify an Event Administrator. All complaints reported pursuant to this Section 9.2.d will be promptly investigated and appropriate action will be taken. Retaliation against any player who brings forward a complaint or cooperates in the investigation of a complaint is prohibited.

### 9.3 Confidentiality

- a) A player may not disclose to any third party any confidential information provided by the Event sponsor; Lucozade, or its affiliates concerning the Game, the Event, or its affiliates, by any method of communication, including by posting on social media channels.

## 10. Conduct Violations

### 10.1 Investigation and Compliance

- a) Players agree to fully cooperate with Lucozade and/or Event partners (as applicable) in the investigation of any violation of these Rules. If

Lucozade and/or an Event Administrator contacts a player to discuss the investigation, the player must be truthful in the information that he or she provides to Lucozade and/or an Event Administrator. Any player found to have withheld, destroyed, or tampered with any related information, or otherwise found to have misled Lucozade and/or an Event Administrator during an investigation, will be subject to disciplinary action as further described in Section 10.2.

## 10.2 Disciplinary Action

a) If Final 11 event partners decides that a player has violated the Code, Final 11 event partners may take the following disciplinary actions (as applicable):

- Issue a private or public warning (verbal or written) to the player;
- Loss of session points for the current or future match(es);
- Disqualify the player from participating in one or more matches and/or sessions at the Event;
- Prevent the player from participating in one or more future competitions hosted by Lucozade or Final 11 event partners.

b) For clarity, the nature and extent of the disciplinary action taken by Final 11 event partners pursuant to this Section 10.2.b will be in the sole and absolute discretion of Final 11 event partners. Final 11 event partners reserve the right to seek damages and other remedies from such player to the fullest extent permitted by applicable law.

- The enforcement of any applicable punishment by Final 11 event partners shall not provide such player with grounds for claims against Lucozade, or Final 11 event partners, under any theory of law, or otherwise be considered a liability on the part of Lucozade and Final 11 partners to such player.

10.3 Final 11 sponsor, and Final 11 event partners, have final, binding authority to decide all disputes with respect to any portion of these Rules, including the breach, enforcement, or interpretation thereof.

a) of accuracy.

## 11. Overall 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 Lucozade, and Final 11 partners 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 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 Lucozade and Final 11 partners 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. Lucozade and Final 11 partners 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, 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. Lucozade and Final 11 partners reserve the right to cancel or suspend the Event in its sole discretion or due to circumstances beyond its control, including natural disasters, or acts of God. Lucozade and Final 11 partners may disqualify any player from participating in the Event or winning a prize if, in its sole discretion, it 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 Lucozade's representatives. Lucozade and Final 11 event partners may, at their sole discretion, cancel, modify, or suspend the Event should a virus, bug, computer problem, unauthorized intervention, force majeure, or other cause beyond Lucozade and Final 11 event partners' 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, Lucozade and Final 11 event partners reserve 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 national laws.

## **12. Publicity and Media Liability Release**

Lucozade and Final 11 event partners reserve 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 similar events and programming, without any

compensation or prior review unless specifically prohibited by law.

FINALISTS agree to participate in all marketing and media activities as stipulated by Final 11 sponsor and event organizers, including but not limited to:

- a) Consent to photography and videography usage of your image and likeness. For use in post-event and as promotional purposes.
- b) Participation in media interviews, commentary and other form of public facing media and social engagements.

### **13. 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.