



## ARCADE TOURNAMENT 2019 RULES AND REGULATIONS

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By entering into The Factory's Arcade Tournament 2019 (the "**Tournament**"), each participant unconditionally accepts and agrees to comply with and abide by these rules and regulations (the "**Rules and Regulations**") and the decisions of The Factory, which shall be final and binding in all matters relating to the Tournament.

The Tournament is subject to all applicable federal, provincial and municipal rules and regulations and is void where prohibited by law.

### 1. TOURNAMENT PERIOD

The Tournament begins on Friday, February 1, 2019 at 12:01 a.m. Eastern Time ("**ET**") and ends on Thursday, February 28, 2019 at 11:59 p.m. ET (the "**Tournament Period**").

### 2. THE PRIZES

There are three prizes (collectively, the "**Prizes**" and each a "**Prize**") available to be won as follows:

- (i) One grand prize consisting of \$2,800.00 Canadian dollars, payable by cheque (the "**Grand Prize**");
- (ii) One second place prize consisting of free entry to The Factory's next arcade tournament and 2500 The Factory arcade tokens (estimated value of \$725.00)
- (iii) One third place prize consisting of free entry to The Factory's next arcade tournament and 1250 The Factory arcade tokens (estimated value of \$412.50)

The odds of winning a Prize depend, in part, on the number of eligible participants in the Tournament. The Prizes must be accepted as awarded and may not be sold, assigned or otherwise transferred and are not convertible to cash, except at the sole discretion of The Factory.

### 3. ELIGIBILITY

The Tournament is open to all residents of Canada, except employees, representatives, agents, officers or directors (or those with whom such persons are domiciled, whether related or not) of The Factory.

Limited spots are available. Participants must hold a valid waiver form to enter The Factory and participate in the Tournament.

A participant who is a minor in his/her province of residency (a "**Minor**") may enter this Tournament and provide information only with the explicit consent of his/her parent or legal guardian. The Rules and Regulations apply both to the Minor and to the Minor's parent or legal guardian.

### 4. HOW TO ENTER THE TOURNAMENT

To register for the Tournament, each participant must pay a non-refundable entry fee of \$100.00 Canadian dollars by cash, credit card or debit card, which will provide the participant with unlimited arcade play during regular public hours at The Factory, 100 Kellogg Ln, London, Ontario, for the duration of the Tournament Period. Special events, tours and bookings are not considered regular public hours. Participants may register at any time during the Tournament Period.

Participants must provide a valid email address and phone number at the time of registration to allow correspondence both during and after the Tournament. Minor participants must also have a parent or legal guardian sign the entry form.

## **5. TOURNAMENT RULES**

The following rules apply to each participant in the Tournament (the “**Tournament Rules**”):

- Tickets earned during the Tournament are tied to each participant’s wristband and participants shall not share wristbands or combine tokens and/or tickets during the Tournament Period with any other wristband;
- Participants must provide government issued photo identification on wristband check-in/checkout;
- Participants will be unable to redeem prizes with their earned tickets during the Tournament Period;
- Participants must earn tickets based on a diverse collection of skill-based games and any “hogging” or repeat playing of one machine will result in disqualification;
- Participants must rotate through a minimum of five different arcade games before returning to the same machine;
- Some arcade machines distribute tickets while some arcade machines are experience based only and participants must use their skill to determine how to maximize their earned tickets;
- Participants must adhere to all rules of the arcade games including respecting foul lines, utilizing proper game balls, tokens, artifacts and pieces as intended by the designed game, and adhering to the rules of The Factory;
- Participants must not scan or coin up multiple games in an attempt to play several at once and each participant must complete games one at a time to earn tickets;
- Crane based plush-winning machines or prize locker cabinets are restricted from participants of the Tournament during the Tournament Period. Winning plush from a crane game an item from prize locker cabinets during the Tournament Period will immediately disqualify the participant from the Tournament;
- Any participant who is determined by The Factory staff to be exploiting, encouraging or seeking arcade game glitches will be disqualified from the Tournament; and
- The Factory will not refund entry fees, remaining tokens or tickets during the Tournament Period.

Participants who do not abide by the Tournament Rules may be disqualified from the Tournament.

## **6. THE FACTORY OBLIGATIONS**

The Factory staff will monitor and assist with adherence to the Rules and Regulations for the duration of the Tournament Period. The Factory will investigate any claims of tickets failing to dispense properly and will manually enter the correct amount based on careful audits done immediately via smart software tracking. The Factory will work to maintain the arcade uptime and action repairs and remediate issues with cabinets in a timely manner to allow fairness amount all Tournament participants. The Factory reserves the right to remove game cabinets and machines from the Tournament should they be exploited or manipulated to behave in a manner that is not intended. The Factory may retrieve and disclose a participant’s personal score upon the participant’s request. The Factory will release leaderboards and distribute top player standings every 7-10 days to valid participant email addresses or through social media.

## **7. WINNER SELECTION**

The participant with the highest amount of valid tickets collected during the Tournament Period will receive email and/or phone call notification within 72 hours of the end of the Tournament Period. Before being declared the winner of the Grand Prize, such participant must respond to The Factory within one business day of notification and sign and return a declaration and release form.

If such participant does not respond to The Factory within one business day of notification or fails to return the declaration and release form within the specified time, he/she will be disqualified and will forfeit the Grand Prize and The Factory reserves the right to declare the participant with the next highest amount of valid tickets collected during the Tournament Period as the winner of the Grand Prize, provided such participant complies with the winner selection requirements provided herein.

The two participants with the highest amount of valid tickets collected during the Tournament period, next following the winner of the Grand Prize, will subsequently be notified of winning their respective Prize.

In the event of a tie in valid tickets collected during the Tournament Period among potential Prize winners, the winner of such Prize will be determined by the participant with the earliest time of registration.

If the participant is a Minor, the Grand Prize shall not be awarded unless both the Minor and the Minor's parent or legal guardian sign and return the declaration and release form. The Grand Prize will be presented to both the Minor and the Minor's parent or legal guardian.

All other participants will be congratulated, thanked and notified via email or social media following the end of the Tournament Period.

## **8. RELEASE AND INDEMNIFICATION**

By entering the Tournament and voluntarily providing personal information, each participant consents and agrees to the collection and use of the participant's personal information by The Factory. Acceptance of a prize constitutes a winner's permission for The Factory and its designees to use the winner's name, photograph, likeness, voice, biographical information, statements and address for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation or the opportunity to review or approve any such use, and may be edited in The Factory's sole discretion, unless prohibited by law.

## **9. GENERAL**

The decisions of the Factory and/or The Factory staff are final and binding, without right of appeal, with respect to all aspects of the Tournament and each participant agrees to abide by the Rules and Regulations and all of the instructions and decisions of The Factory and The Factory staff.

The invalidity or unenforceability of any provision of these Rules and Regulations shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable, these Rules and Regulations shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

The Factory reserves the right to adjust any of the dates, timeframes and/or other Tournament mechanics stipulated in these Rules and Regulations, to the extent necessary, for purposes of verifying compliance by any participant or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of The Factory, in its sole and absolute discretion, affect the proper administration of the Tournament as contemplated in these Rules and Regulations, or for any other reason.