

# Predator League PH Qualifier 2020 Tournament

Terms and Conditions Predator League PH Qualifier 2020 Tournament Terms and Conditions [Effective as of (September 9, 2019)]

Welcome to the Predator League PH Qualifier 2020 Terms and Conditions agreement. For purposes of this agreement, "Site" refers to the website, which can be accessed at (Website Link here [www.predator-league.com](http://www.predator-league.com)). "Tournament(s)" " refers to the tournaments which may be registered for via the Site. The terms "we," "us," and "our" refer to Acer Sales. "You" refers to you, as a user of our Site or a participant in any Tournament.

The following Terms and Conditions apply when you register for any Tournament.

Please review the following terms carefully. By registering for any Tournament, you signify your agreement to these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions in their entirety, you may not register for any Tournament.

## **1. PRIVACY POLICY**

1.1 We respects your privacy. When you access or use the Site, you signify your agreement to the Privacy Policy as well as these Terms and Conditions.

## **2. REGISTRATION AND ELIGIBILITY**

2.1 When you register for the Tournament(s), you must provide certain information (including Full Name, Team Name, In-game name, age and Country of origin) of each team member to us. You must have permission from your team members to provide such information to us, and you are responsible for ensuring that each team member agrees to these Terms and Conditions and the Privacy Policy.

2.2 We reserve the rights to disqualify any teams or enforce a replacement of participant(s) in a team, or terminate any relationship between us and you for any reason whatsoever by giving you notice.

2.3 All members of the participating teams must be residing in Philippines.

## **3. RULES OF CONDUCT**

3.1 You agree that you will follow all instructions relating to the Tournament. Our decisions in relation to the Tournament will be final and binding.

3.2 You agree that you will not under any circumstances:

- 3.2.1 Collect or harvest any personal data of any other participant in any Tournament;
- 3.2.2 Use the Site or any Tournament, or imply any association with us, for the solicitation of business in the course of trade or in connection with a commercial enterprise.
- 3.2.4 Attempt to, or harass, abuse or harm another person or group;
- 3.2.5 Use another participant's information without permission;
- 3.2.6 Intentionally allow another person to access your account or user identification;
- 3.2.7 Provide false or inaccurate information when registering in any Tournament;
- 3.2.8 Interfere or attempt to interfere with the proper functioning of the Site or any Tournament;
- 3.2.9 Make any automated use of the Site, or its related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- 3.2.10 Bypass any robot exclusion headers or other measures we take to restrict access to the Site, or use any software, technology, or device to scrape, spider, or crawl the Site or harvest or manipulate data;
- 3.2.11 Circumvent, disable or otherwise interfere with any security-related features of the Site or features that prevent or restrict use or copying of content, or enforce limitations on use of the Site or the content accessible via the Site; and/or
- 3.2.12 Publish or link to malicious content of any sort, including that intended to damage or disrupt another person's browser or computer.

3.3 During the duration of the Tournament(s), you must not publish or otherwise disseminate (whether through social media, internet streaming, publication on any website or otherwise):

- 3.3.1 Any information that is malicious, libelous, false or inaccurate;
- 3.3.2 Any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive; and
- 3.3.3. Content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content.

#### **4. PAYMENT OF PRIZES**

4.1. Tournaments may award prizes in accordance with their terms. Please refer to the terms and conditions of each Tournament for the prizes to be awarded in conjunction with each Tournament.

4.2. The winner(s) will be notified by email or telephone (using details provided at entry) and be informed of the method of collecting their prize. If a winner does not respond to us within 7 days of notification by, then the winner's prize will be forfeited.

4.3. The prize for the winner is non-exchangeable, non-transferable and no cash alternative is offered for non-cash prizes. Where prizes contain a specific date during which the prize should be utilized, no requests for extensions or replacements whatsoever will be entertained. We expressly disclaims any warranties express or implied in connection with any prizes to the fullest extent permitted by applicable laws. The prizes may be subjected to additional terms and conditions, and participants agree to comply with all terms and conditions applicable to the prizes. In the event that the prize incurs any tax liability, such tax is the sole responsibility of the winner.

4.4. We reserve the right to replace the prize with an alternative prize if circumstances beyond our control makes it necessary to do so.

Prizes for the tournament is as below.

**PUBG Grand Finals** - Php 250,000.00 prize pool

Champion – Php 150,000 + APAC Finals Slot

2<sup>nd</sup> place – Php 50,000

3<sup>rd</sup> place – Php 35,000

4<sup>th</sup> place –Php 15,000

**Dota 2 Grand Finals** - Php 250,000 prize pool

Champion – Php 150,000 + APAC Finals Slot

2<sup>nd</sup> place – Php 50,000 + APAC Finals Slot

3<sup>rd</sup> place – Php 35,000

4<sup>th</sup> place – Php 15,000

**Dota 2 Regional Qualifiers** – Php 10,000 prize pool

1<sup>st</sup> place – Slot to Interbranch + Php 10,000.00

**PUBG Regional Qualifiers** – Php 30,000 prize pool

1<sup>st</sup> place – Qualify to Grand Finals + Php 20,000

2<sup>nd</sup> place – Qualify to Grand Finals + Php 10,000

3<sup>rd</sup> place - Qualify to Grand Finals

4<sup>th</sup> place - Qualify to Grand Finals

4.5. The organizers shall cover travel and accommodation expenses of the players for the APAC Grand Finals. Travel expenses include flight tickets and transportation to and from Event Venue, Airport, and Hotel. Travel and accommodations are valid only within the Philippines.

## **5. LINKS TO OTHER SITES AND/OR MATERIALS**

5.1. We may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”), including the game(s) used for any Tournament. These links are provided as a courtesy to participants. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms and Conditions, shall no longer be applicable. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

## **6. PERSONAL INFORMATION AND LICENSE**

6.1. We may record, televise, stream, or otherwise make available video, audio, photos or other content generated by the Tournament(s). Such content may include your gameplay, or your name, voice and/or likeness. By participating in any Tournament, you expressly grant, and you represent and warrant that you have a right to grant, to us and our related corporations, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all intellectual property created by you arising out of participation in such Tournament. You also consent to us and our related corporations using your name, voice, and/or likeness, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Tournament(s).

6.2. You also agree and acknowledge that all personal data submitted may be collected, processed, stored, disclosed or otherwise used by us and our affiliates for the purposes of conducting and administering the Tournament and is subject to our Privacy Policy. You consent to and authorize us to use at our sole discretion, without further compensation to you, your name, address, personal details, photographs, videotapes or your likeness for packaging, promotional, advertising, marketing and/or publicity purposes (where not prohibited by written law).

6.3. TNC esports, Acer Predator has the rights to collect information and details, to shoot and use materials (e.g. interviews, video and photos) publicly without any consent.

## **7. INTELLECTUAL PROPERTY**

7.1. You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Site and the Tournament(s), including applicable copyrights, trademarks and other proprietary rights, including recordings or other media or material related generated by us or on our behalf in relation to the Tournament(s). We reserve all rights that are not expressly granted to you under these Terms and Conditions.

## **8. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM**

8.1. For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms and Conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

## **9. WARRANTY DISCLAIMER**

9.1. ALL SERVICES PROVIDED TO YOU ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SITE OR ANY TOURNAMENT INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SITE OR ANY TOURNAMENT WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SITE.

## **10. LIMITATION OF DAMAGES; RELEASE**

10.1. We will not in any circumstances be responsible or liable to compensate any participant or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize or participation in any Tournament except where it is caused by our negligence. To the maximum extent permitted by law, you agree to indemnify us against any losses, damages, costs, expenses, claims or liabilities of any kind arising in connection your participation in any Tournament.

## **11. MODIFICATION OF TERMS AND CONDITIONS**

11.1. We can amend these Terms and Conditions at any time and will update these Terms and Conditions in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or participation in any Tournament signifies your agreement to our revisions to these Terms and Conditions. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and

profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

11.2. We reserves the right to hold void, cancel, suspend, or amend any Tournament(s) where it becomes necessary to do so.

## **12. CONFIDENTIALITY**

12.1. You must keep our confidential information confidential. You must not use our confidential information for any purpose other than for the Tournament(s) or events. You must not disclose our confidential information to any third party without our consent.

## **13. GENERAL TERMS**

13.1. Participation is at your own risk. You must follow the rules, use caution, and take care of your own health.

13.2. We will not be liable for any failure to perform our obligations if the failure results from events beyond our reasonable control.

13.3. You must not assign or attempt to assign or otherwise transfer any right or obligation arising out of these Terms and Conditions without our consent.

13.4. We may, in its discretion, assign any of our rights or transfer any of our obligations arising out of these Terms and Conditions by giving notice to you.

13.5. Nothing in these Terms and Conditions constitutes any relationship of employer and employee, principal and agent or partnership between us and you. A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Republic Act No. 10173.

13.6. If any part of these Terms and Conditions are illegal or unenforceable, the rest may be enforced to the extent possible.

13.7. These Terms and Conditions are governed by the laws of the Republic of the Philippines and each party submits to the jurisdiction of the courts of the Republic of the Philippines.

13.8. These Terms and Conditions constitute the entire agreement between the parties as to its subject matter, and in relation to that subject matter, supersedes all previous agreements, arrangements and representations between the parties in relation to that subject matter.

13.9. We are entitled to terminate our agreement and you shall fully indemnify us for the full amount of any loss, damages, costs and expenses resulting from such termination, if:

13.9.1. You offer or gave or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not done any action in relation to the Tournament(s); or

13.9.2. You show or not show favor to any person in relation to the Tournament(s); or

13.9.3. Like acts shall have been done by any person related to you or acting on your behalf (whether with or without your knowledge); or

13.9.4. In relation to dealing with us, your or any person related to you or acting on your behalf commit fraud, cheat, or otherwise perform any corrupt act.

13.10. By participating in Predator League PH Qualifier 2020 Tournament, you hereby agree to the following terms and agreements. It is the responsibility of the participants to check the updates on our website and/or updates sent by email.