

## GameBlazers™ Terms of Service

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Welcome to GameBlazers! GameBlazers Acquisition, LLC, a subsidiary of SportsHub Holdings, LLC, a Minnesota limited liability company (together with its affiliates, agents, representatives, consultants, employees, officers, and directors “**GameBlazers**”, “**we**”, “**us**” and/or “**our**”) that provides the **fantasy sports gaming and collectible sports item trading platform** located at <https://www.gameblazers.com/> (collectively with other GameBlazers platforms or websites, the “**Site**”) that allows users to **participate in Free-to-Play (FTP) or Pay-to-Play (PTP) fantasy sports contests** (collectively, such services and related GameBlazers products or services, including any new features and applications, together with the Site, the “**Services**”). Portions of the Services are publicly available to all visitors to the Site (the “**Visitors**”), whereas other portions of the Services are available only to registered users with an Account on the Services (collectively, the “**Players**”). These Terms of Service (“**Agreement**”) applies to both Visitors and Players (collectively, the “**Users**” or “**you**”). Please read this Agreement carefully before you start to use the Services.

BY CLICKING THE “AGREE” BUTTON WHEN CREATING AN ACCOUNT OR LOGGING IN, YOU

1. ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE PRIVACY POLICY;
2. REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND THAT YOU HAVE THE AUTHORITY AND ARE FULLY ABLE AND COMPETENT TO ENTER THIS AGREEMENT; AND
3. ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND THE PRIVACY POLICY.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

### 1. **GameBlazers Account Creation**

**1.1. Creating a GameBlazers Account.** In order to use the Services as a Player, you are required to create a GameBlazers account (“**Account**”, as further defined below). You must be a United States citizen and resident of at least **eighteen (18) years of age**, or the age of majority in your applicable state, to register an Account; otherwise, you may not use the Services. **You may not deposit any money into your Account or participate in any Pay-to-Play Services if you are under twenty-one (21) years of age.** You represent that the information in your Account, and any other information you otherwise provide to us, is accurate, current and complete information, and agree to update it and keep it accurate, current and complete. We reserve the right to determine if you meet the eligibility requirements to use the Services and to suspend or terminate your Account or your access to the Services, at our sole discretion, if we have reasonable grounds to suspect that any information you provided to us is untrue, inaccurate, not current, or incomplete. It shall be a violation of this Agreement to (a) submit inauthentic information for Account registration or maintenance, (b) create or control more than one Account without our express written authorization (including, but not limited to, using a name that is not yours, using a temporary or secondary email address, or providing any other falsified information), or (c) allow any other person to use your Account to participate in or otherwise use the Services. **If you are seeking to participate in Pay-to-Play contests on the Services (collectively, “**P2P Players**”), additional terms**

and rules may apply to you.

**1.2. Account Activities.** When you create an Account, you will be asked to create a username and password. You may not use a username that promotes a commercial venture, implies a false affiliation, infringes upon the intellectual property or proprietary rights of others, or that we determine in our sole discretion may be offensive. You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer and/or mobile device, and you agree to accept responsibility for all activities, charges (if applicable), and damages that occur under your Account. If you discover any unauthorized use of your Account, or other known Account-related security breach, you must report it to us immediately. You agree that you are responsible for anything that happens through your Account until you close your Account or prove that your Account security was compromised due to no fault of your own. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

**1.3. P2P Player Accounts.** Players who deposit money into an Account or participate in, or attempt to participate in, gaming structures through the Services (“**Contests**”) in order to win monetary prizes through the Services are referenced herein as P2P Players. You agree that the sole and specific purpose of depositing any money into your Account is to participate in fantasy sports Contests on the Services. We may suspend, limit or terminate your Account if we determine, in our sole discretion, that you are depositing funds without the intention of using them in Contests on the Services and in some circumstances, we may also report such activity to relevant authorities. By entering a Pay-to-Play Contest, you represent and warrant that you (a) are 21 years of age or older; (b) are a U.S. citizen and resident; (c) at the time of Contest entry, are a resident of a U.S. jurisdiction where your participation in the Contest is not prohibited by applicable law; (d) are not subject to any backup withholding tax with the IRS or other relevant tax authority; (e) are not an employee or operator of another fantasy sports site that charges entrance fees or offers monetary prizes, or an immediate family member or domestic partner of any of the foregoing; and (f) do not and have not had any access to any pre-release, non-public, or otherwise confidential information about a Contest that is unavailable to other Contest participants and may provide you with an advantage in such a Contest. GameBlazers reserves the right to require you to provide proof that you are eligible to participate in a Pay-to-Play Contest according to the terms of this Agreement prior to receiving a monetary prize. If GameBlazers determines in its sole discretion that you do not meet the eligibility requirements of this Agreement, we may (in addition to its other rights and remedies it may have in law or equity) terminate your Account, withhold or revoke any prize associated with your Account, or limit your ability to withdraw funds or prizes from your Account. GameBlazers also reserves the right to withhold prizes in furtherance of fraud prevention or anti-money laundering efforts. In such situations, GameBlazers may pay out any withheld or revoked prizes to other eligible P2P Players in such Contest in a manner consistent with the scoring rules or prize structure of the Contest, to be precisely determined by us in our sole discretion. Moreover, you agree that the sole and specific purpose for which you may deposit money into an Account is to participate in a Contest. GameBlazers may suspend, limit, or terminate your Account if we reasonably believe that you are depositing money without the intention of participating in a Contest on the Services and we may also report such activity to relevant authorities. You further understand and agree that you are solely responsible for any fees or costs incurred in connection with, and for paying any applicable income, sales, or other taxes that you may be subject to as a P2P as a result of using the Services.

## **2. Use of the Services**

**2.1. License Grant.** Subject to your compliance with this Agreement, GameBlazers grants you a personal, limited, non-exclusive, and nontransferable license to access and use the Services

strictly in accordance with this Agreement and all applicable laws, rules, and regulations. You are responsible for all of your activity in connection with the Services.

2.2. Reservation of Rights. GameBlazers reserves the right to modify, suspend or discontinue all or any aspect of the Services to anyone for any reason at our sole discretion, with or without any notice. GameBlazers reserves the right to modify, suspend, or discontinue the Services (including, but not limited to, the availability of any Contest, feature, database, or content), whether temporarily or permanently at any time for any reason. You agree that GameBlazers shall not be liable to you or to any third party for any modification, suspension, or discontinuation of any part of the Services. GameBlazers may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. GameBlazers may, in its sole discretion: (a) cancel unconfirmed Accounts, duplicate Accounts, or Accounts that have been inactive for a substantial period of time; (b) delay, refuse to display, or remove content or listings; (c) remove any special status associated with an Account, and (d) take technical and/or legal steps to limit or prevent any User's use of the Services, including imposing limits on certain features of the Services or restricting access to parts or all of the Services, in each case without notice or liability.

2.3. Prohibited Conduct. You understand and agree that you will not use the Services to engage in the prohibited conduct below:

- i. You shall not use the Services for any illegal or fraudulent purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy;
- ii. You shall not use the Services for purposes of competitive analysis, the development of a competing product or service, or any other purpose that is to our commercial disadvantage;
- iii. You shall not submit information or documentation to the Services that pertains or belongs to any other party;
- iv. You shall not post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
- v. You shall not use the Services in any way that (i) posts, lists, or uploads content that is false, inaccurate, misleading, deceptive; (ii) contains any threat of violence to others; (iii) is in furtherance of illegal activities; (iv) is harassing, hateful, libelous, defamatory, abusive, or constitutes spam; or (v) is pornographic, predatory, sexually graphic, racist, offensive, harmful to a minor, or would otherwise violate the rights of any third party or give rise to civil or criminal liability;
- vi. You shall not attempt to use any method to gain unauthorized access to any features of the Services;
- vii. You shall not directly or indirectly decipher, decompile, remove, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or

algorithms of any part of the Services, security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services, except to the extent applicable laws specifically prohibit such restriction;

- viii. You shall not directly or indirectly modify, translate, or otherwise create derivative works of any part of the Services, nor republish, sell, rent, or sublicense, reproduce, duplicate, or copy material from the Services;
- ix. You shall not directly or indirectly license, copy, sell, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder or commercially exploit the Services, in whole or in part;
- x. You shall not harvest or collect information about other Users without their consent;
- xi. You shall not directly or indirectly take any action that constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of GameBlazers or any third party; or that impersonates any person or entity, including any employee or representative of GameBlazers;
- xii. You shall not directly or indirectly take any action that imposes or may impose (as determined by GameBlazers in its sole discretion) an unreasonable or disproportionately large load on GameBlazers' or its third-party providers' infrastructure; interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Service; run any form of auto-responder or "spam" on the Services; or use automated means (including but not limited to scripts, third-party tools, bots, or web scrapers) to interact with the Services in any way;
- xiii. You shall not create a false identity on the Services, misrepresent your identity, impersonate any person or entity (including any employee or representative of GameBlazers), create, use, or attempt to use an Account for anyone other than you, or sell or otherwise transfer your Account;
- xiv. You shall not attempt to influence the play in any sporting event from which athletes are available for selection in a Contest on the Services in which you are participating or in which you have a direct or indirect interest; and
- xv. You shall not enter into any Contest for which you are ineligible to participate.

If for any reason we determine that you have failed to follow these rules, we reserve the right to prohibit any and all current or future use of the Services by you. If we have reason to suspect, or learn that anyone is violating this Agreement, we may investigate and/or take legal action as necessary including bringing a lawsuit for damages caused by the violation. We reserve the right to

investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

### **3. General GameBlazers Marketplace Rules**

3.1. Athlete Items and Use in Contests. In addition to the Contests, the Services may also make available through the Site certain digital and unique sports collectible items (“**Items**”) representing professional athletes and certain of their athletic statistics (each an “**Athlete Item**”). Athlete Items may be bought, sold, traded or otherwise acquired on the Services for the purposes of engaging with other Players on the Services and utilizing such Athlete Items as part of the gameplay in both Free-to-Play and Pay-to-Play Contests. When actively used in a Contest in accordance with the Contest Rules (as defined below), the stated statistics of an Athlete Item may represent the fantasy sports points earned by such professional athlete. Such fantasy sports points of an Athlete Item may be enhanced by one or more multipliers, where such multipliers may be determined by the face value statistics stated on a particular Athlete Item or the face value stated on certain special, limited-edition, and/or rare Athlete Items made available on the Services from time to time (“**Boost Items**”). Boost Items may allow for temporary or permanent increases to a multiplier for an Athlete Item of a Player’s choice, depending on the Athlete Item and the applicable Contest Rules. Additionally, certain Items unrelated to any Contest gameplay may represent certain special benefits, prizes or other rewards available to Players (“**Wild Items**”).

3.2. GB Marketplace and Seller Terms. Subject to compliance with this Agreement and applicable Contest Rules, Players may buy, sell, or trade certain Items on the Services with other Players through Item marketplace on the Services (the “**GB Marketplace**”). All Players acknowledge and agree that use of the GB Marketplace is strictly for the sole purpose of buying, selling, or trading certain eligible Items for use in the Services. You further acknowledge and agree that if you post an Item for sale or trade on the GB Marketplace as a “Seller,” you are authorized to offer such Item for sale or trade in accordance with this Agreement (including applicable Contest Rules) and that you will comply with all applicable laws, rules or regulations related to your offer or sale of such Item. Seller shall at all times maintain a positive account balance on the Services or with respect to such Seller’s sub-merchant account with a GameBlazers’ payment processor, if applicable. No Items sold or traded through the Services will be delivered separately or require an additional purchase outside of the Site, for example, via a third-party website or other channel. Seller understands and agrees that it is solely responsible for its Items that it offers or sells through the GB Marketplace, including reposting or making available any applicable terms and conditions regarding such Items.

3.3. GB Marketplace and Buyer Terms. Players who purchase Items from other Players through the GB Marketplace as “Buyers” understand and agree that (a) GameBlazers is not the seller of the Items promoted on the GB Marketplace and that the trade value or sale price is solely determined by the transacting Players; (b) Items made available through the GB Marketplace may be subject to terms and conditions under this Agreement or applicable Contest Rules, and Buyer is responsible for complying with such terms and conditions; and (c) Buyer is responsible for payment of all fees and charges (such as taxes, if applicable and GameBlazers processing fees for the transaction) for purchases made on the GB Marketplace through Buyer’s Account, and for providing and maintaining current and accurate payment details in Consumer’s Account.

3.4. User Acknowledgment of Marketplace Platform: Refund Policy. GameBlazers collects a transaction fee of 5% of the purchase price of a transaction value when facilitating the sale of Items through the GB Marketplace. GameBlazers is not responsible for any loss or damage arising out of any decisions ultimately made or implemented based on a User’s use of the Services,

including but not limited to losses or damages relating to interactions with other Users through the GB Marketplace. GameBlazers has no control over and does not guarantee the pricing, existence, fairness, quality, safety or legality of any trade or transaction on the GB Marketplace. All purchases made on GB Marketplace are final and no refunds will be issued.

3.5. User Interactions. Subject to the terms of this Agreement and the GameBlazers Privacy Policy, your direct interactions with other Users, including trades or transactions on or through GB Marketplace, are solely between you and that individual User. Except as otherwise specifically stated herein, GameBlazers is not involved in any actual transactions made through GB Marketplace. GameBlazers is not the agent or representative of any User for any purpose whatsoever. For details about our information collection practices, please see our Privacy Policy. IF THERE IS A DISPUTE BETWEEN YOU AND ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY PLAYER), GAMEBLAZERS IS UNDER NO OBLIGATION TO BECOME INVOLVED, AND YOU HEREBY RELEASE GAMEBLAZERS FROM ANY CLAIMS, DEMANDS, OR DAMAGES OF ANY KIND AND OF ANY NATURE ARISING OUT OF OR RELATING TO ANY SUCH DISPUTE.

#### **4. General Contest Rules**

4.1. General. After you create an Account, you will be able to use the Services to view Contests available for entry. You are solely responsible for knowing and understanding the rules and required entry fees (for Pay-to-Play Contests) for any given Contest in which you participate. Please note that you must meet all eligibility requirements and otherwise comply with any other applicable rules to be eligible to win a prize. GameBlazers Contests are games of skill. Winners are determined by the objective criteria described in the applicable rules, scoring guidelines, and associated documentation for each Contest (collectively, "**Contest Rules**"). By entering a Contest, you agree to be bound by the applicable Contest Rules and decisions of GameBlazers, which shall be final and binding in all respects. GameBlazers, in its sole discretion, may disqualify any Player from a Contest, refuse to award benefits or prizes and require the return of any prizes, if the Player engages in conduct or otherwise utilizes any information that we deem to be improper, unfair or otherwise adverse to the operation of the Contest or that is in any way detrimental to other Players. The forfeiture or return of any Contest prize shall in no way prevent us from pursuing criminal or civil proceedings in connection with such conduct. GameBlazers may, in its sole and absolute discretion, require a winning Player of a Pay-to-Play Contest to execute a separate release of claims similar to the one contained in this Agreement as a condition of being awarded any prize or receiving any payout.

4.2. Entry Fees (P2P Only). Pay-to-Play (P2P) Contests each have an entry fee listed in U.S. dollars. The entry fee may vary from Contest to Contest. When you choose to enter a P2P Contest and complete the entry process, the requisite entry fee will be debited from your Account. You may not cancel your entry after a Contest begins and GameBlazers has no obligation to honor cancellation requests received within 15 minutes of the start of any Contest.

4.3. Contest Disqualification or Cancellation. We reserve the right to cancel Contests, in our sole discretion, without any restrictions. We may, in our sole discretion, disqualify you from a Contest or the Services, refuse to award fantasy points or prizes and require the return of any prizes, or suspend, limit or terminate your Account if you engage in prohibited conduct under this Agreement or if we deem such conduct, in our sole discretion, to be improper, unfair, fraudulent, or otherwise adverse to the operation of the Services or in any way detrimental to other Users.

4.4. Contest Prizes. Prizes will only be awarded if a Contest is run. Players in each

Contest who accumulate the most fantasy points and comply with the eligibility requirements of this Agreement and applicable Contest Rules will win the prize(s) set out in the applicable Contest Rules or posted Contest details or on the Contest page. Subject to compliance with this Agreement, prizes will be added to a winning Player's Account. No substitution or transfer of a prize is permitted. In the event that the awarding of any prizes to winners of the Contest is challenged by any legal authority, GameBlazers reserves the right in its sole discretion to determine whether or not to award or adjust such prizes. In all disputes arising out of the determination of the winner of a Contest, GameBlazers, LLC is the sole judge and its actions are final and binding. All prizes are awarded "as is" and without warranty of any kind, express or implied.

4.5. Winner Notification. Winners are generally posted on the Site after the conclusion of each Contest on the following day. Winners may be requested to return via email or regular mail an affidavit of eligibility, a publicity agreement and appropriate tax forms by a specified deadline. Failure to comply with this requirement can result in disqualification. Any prize notification returned as undeliverable may result in disqualification and selection of an alternate winner. In addition, a list of winners and winner's names for each competition period may be obtained by writing to the address for GameBlazers as set forth below.

4.6. Deposits and Withdrawals. While certain features of the Services are free, there are associated entry fees for P2P Contests. We may limit the amount you can deposit into your Account in accordance with state-imposed deposit limits. By depositing funds or entering paid Contests, you agree to provide us with any information we may require in order to run appropriate identity checks and comply with applicable laws, rules and regulations. If necessary, you may be required to provide appropriate documentation that allows us to verify your identity. While your Account is pending verification, you may be able to deposit funds into your Account and participate in Contests, but you will not be able to withdraw any funds from your Account until verification is complete. If we are unable to verify your identity, we reserve the right to suspend your Account and withhold any funds until such time as we have been able to successfully verify your identity. Deposits, and monetary prizes to winning Players after Contests are finished, are held in a separate, segregated bank account. These funds belong to you, subject to review for evidence of fraud, verification or other prohibited conduct as described above, and GameBlazers may not use them to cover its operating expenses or for other purposes. Your withdrawals will be made from this segregated bank account, and checks issued from that account may bear the name of a GameBlazers affiliate entity. We may also conduct checks for your compliance with this Agreement and any applicable Contest Rules, including anti-fraud checks on playing patterns and deposits prior to processing a withdrawal, and we may request additional information before permitting a withdrawal (collectively, "**Compliance Checks**"). Subject to such Compliance Checks, you may close your Account and withdraw your deposits and/or winnings at any time and for any reason.

4.7. Taxation. All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of Contests is challenged by any legal authority, GameBlazers reserves the right in its sole discretion to determine whether or not to award such prizes. Each year, all winners who have won \$600 USD or more over the previous year must provide updated address and social security details to GameBlazers. These details will be used to allow GameBlazers to comply with tax regulations and may be shared with appropriate tax authorities. In compliance with United States Internal Revenue Service regulations, GameBlazers may be required to submit a Form 1099-MISC, Miscellaneous Income (Form 1099), to the Internal Revenue Service (IRS) or other appropriate form to any person who wins in excess of \$600 (USD) on the Site (winnings less entry fees) in any given year. Depending on the jurisdiction in which you reside, GameBlazers may require you to complete a Form W-9, Request for Taxpayer Identification

Number (TIN) and Certification and/or additional tax forms. This information will be used to file the Form 1099 with the IRS. GameBlazers reserves the right to withhold (from your existing Account balance and/or from future net winnings) any amount required to be withheld by law. You remain solely responsible for filing and paying all federal and other taxes in accordance with the laws that apply in your local, state, province, and/or country of residence. GameBlazers does not provide tax advice, nor should any statements in this agreement or on the Service be construed as tax advice.

4.8. **Publicity.** By entering a Contest, you consent to GameBlazers' and its service providers' and business partners' use of your name, voice, likeness, location and photograph in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of the selected Contest and/or other GameBlazers Contests and GameBlazers generally, unless otherwise prohibited by law. GameBlazers and its business partners reserve the right to make public statements about the entrants and winner(s), on-air, on the internet, or otherwise, prior to, during, or following the Contest. Entrants agree that GameBlazers may announce any winner's name on-air or on any of its Sites or any other location at any time in connection with the marketing and promotion of GameBlazers or other Contests or games operated by GameBlazers. You agree that participation in and (where applicable) the winning of a prize in connection with a Contest constitutes complete compensation for your obligations under this paragraph, and you agree not to charge a fee or impose other conditions on the fulfillment of these obligations. Specific Contest Rules may contain additional publicity obligations or may require a written signature on a separate publicity waiver.

4.9. **Bonuses and Promotions.** From time to time, GameBlazers may provide you with promotional discounts, monetary credits, bonuses or Wild Items as an incentive to use the Services or to refer others to create a GameBlazers Account. Such promotional programs will be governed by their own terms and conditions which will be presented at the time of such promotions. Unless otherwise provided, promotional bonuses are non-transferrable.

4.10. **Account Inactivity.** If your Account has no activity for twenty-four (24) consecutive months, we will consider your Account inactive and upon notice to you we may take steps to assess a monthly Account maintenance fee for your inactive Account until you reactivate your Account by logging in, entering a Contest, making a deposit, or withdrawing funds. If your Account remains inactive for the amount of time specified by applicable law, usually between thirty-six (36) and sixty (60) months, it will be considered abandoned. Once an account is abandoned, GameBlazers is required by state law to remit the abandoned funds to the appropriate state agency as unclaimed property. GameBlazers may also charge additional fees associated with the delivery of abandoned funds to the applicable state agency subject to limitations of applicable law.

## **5. Availability of the Services**

5.1. **Availability.** You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time for any reason including, without limitation, system down time for routine maintenance. You further understand that there may be interruptions in service or events on third-party sites that may affect your use of the Services and that are beyond our control to prevent or correct. Accordingly, we cannot accept any responsibility for any connectivity issues that you may experience when using the Site or Services or for any loss of material, data, transactions or other information caused by system outages, whether planned or unplanned. You hereby agree that we cannot be held liable to you or any third party should we



exercise our right to modify, suspend or discontinue the Services.

## 6. User Content Guidelines

6.1. User Content. Users of the Services may have the ability to contribute, add, create, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible certain content through submission of information in order to use, or continue using, the Services (“**User Content**”). You understand and agree that you are solely responsible for whatever material you submit, and you, not GameBlazers, have full responsibility for your User Content and Feedback (as defined below), including its legality, reliability, accuracy, appropriateness, originality, and copyright. By using the Services, you acknowledge and agree that you bear all risks associated with use or disclosure of any User Content, and that you bear the sole risk of reliance on any User Content available on or through the Services.

6.2. User Content License. GameBlazers does not claim ownership of any User Content. By posting User Content to the Service, you grant us and our service providers and business partners a nonexclusive, royalty-free, perpetual, irrevocable, sub-licensable, and transferable (in whole or in part) worldwide license to use, modify, adapt, translate, publicly perform, publicly display, publish, reproduce, and distribute such User Content on and through the Services, and to incorporate such User Content into other works, in any format or medium now known or later developed, including in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of GameBlazers generally, unless otherwise prohibited by law. You agree that this license includes the right for us to make your User Content available to other users of the Services, subject to this Agreement and the GameBlazers Privacy Policy.

6.3. User Feedback on the Services. We, including third-party partners, may ask you for Feedback (as defined below) on your experience with the Services. We shall become the owner of any reviews, comments, suggestions or other feedback regarding the Services posted to the Services, GameBlazers social media pages, or other third-party sites (collectively, “**Feedback**”). Without limitation, we will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, including to advertise and promote GameBlazers, without compensation to you or any other person sending the Feedback. You specifically waive any “moral rights” in and to the Feedback. You agree that any Feedback you submit to us will not contain any information or ideas that you consider to be confidential or proprietary.

6.4. User Content Warranties. To the extent that you decide to post any User Content or Feedback on the Services or on GameBlazers social media pages, you represent and warrant to us that (a) you own the User Content, or you otherwise have the legal right to use it and you have received all necessary permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Services; (b) your User Content or Feedback will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant us all of the license rights granted herein; and (c) you have no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of these Terms or the use or enjoyment by us of any of the rights herein granted.

6.5. Enforcement; Validation of Content. GameBlazers is under no obligation to screen,

post or use any User Content you may provide. We may refuse to accept or transmit User Content. Additionally, we shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Content for the purpose of providing Services to you. You understand and agree that GameBlazers is not and cannot be responsible for any User Content, including any information or materials therein, posted by Users on the Services, and that you must bear all risks associated with the exposure to and/or use of any such User Content. We reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate any provision of this Agreement or otherwise create liability for us or any other person. Such action may include removing your User Content, terminating your Account in accordance with this Agreement, and/or reporting you to law enforcement authorities.

## **7. GameBlazers Intellectual Property**

7.1. GameBlazers Content. Through the Services, we may make accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, campaigns, other material and information, and associated trademarks and copyrightable works (collectively, "**GameBlazers Content**").

7.2. GameBlazers Intellectual Property Rights. The Services and GameBlazers Content are protected in many ways, including copyrights, trademarks, service marks, and other rights and laws. You agree to respect all legal notices, information, and restrictions contained in any content accessed through the Services, including in any GameBlazers Content. You also agree not to change, translate, or otherwise create derivative works based off GameBlazers Content. All other User Content viewed through the Services is the property of its respective owner. You have a limited, revocable, non-exclusive, non-transferable license to use the Services and GameBlazers Content solely for legally permitted activities related to our Services as outlined in this Agreement. GameBlazers reserves all rights not expressly granted to you under this Agreement.

## **8. Copyright Policy and Notices of Intellectual Property Violations**

8.1. Copyright Policy. GameBlazers complies with the Digital Millennium Copyright Act (DMCA). We will remove infringing materials in accordance with the DMCA if properly notified that Content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify the GameBlazers Copyright Agent by email at support@gameblazers.com or by mail to the address in the Contact section. Please do not send notices or inquiries about anything other than alleged copyright infringement or other intellectual property claims to our Agent for Notice. Your email must contain the following information:

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- ii. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
- iii. a description of the copyrighted work that you claim has been infringed;
- iv. a description of where the material that you claim is infringing is located on the Services, sufficient for us to locate the material; your address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement by you that the information in your notice is accurate and, under penalty of

perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you fail to comply with these notice requirements, your notification may not be valid. Under the Copyright Act, any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

In accordance with the DMCA, we have adopted a policy of, in appropriate circumstances, terminating User Accounts that are repeat infringers of the intellectual property rights of others. We may also terminate User Accounts even based on a single infringement.

8.2. Counter-Notice. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent: (1) Your physical or electronic signature; (2) Identification of the User Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Minneapolis, Minnesota, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

## **9. Third-Party Sites**

9.1. Advertisements. The Services may contain third-party advertisements. The third parties that provide these advertisements are solely responsible for ensuring that the materials submitted for inclusion on the Services are accurate and that they comply with all applicable laws. We are not responsible for the acts or omissions of any advertiser. GameBlazers is not affiliated with or sponsored by any athlete, athletic team or athletic league.

9.2. Third-Party Sites. The Services may permit you to link to other websites or resources on the internet. Links on the Services to third-party websites, if any, are provided only as a convenience to you. If you use these links, you will leave the Services. The inclusion or integration of third-party services or links does not imply control of, endorsement by, or affiliation with GameBlazers. Your dealings with third parties are solely between you and such third parties. You agree that we will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk.

## **10. Term and Termination**

10.1. Termination. The term of Agreement commences when you access the Services by any means and will continue in effect until terminated by you when you delete your Account, or by

us as set forth below. You may terminate this Agreement by deleting your Account through your account settings or by sending us an email at support@gameblazers.com. We may suspend or cancel your Account without notice to you if you violate this Agreement, or for any reason at all. If your Account is canceled, we reserve the right to remove your account information along with any of your account settings from our servers with NO liability or notice to you. Once your account information and account settings are removed, you will not be able to recover this data and you will lose access to your Account and all of your User Content.

10.2. Effect of Termination. Upon termination, your license to use our Services terminates and you must cease all use of the Services. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, and arbitration. You acknowledge and understand that our rights regarding any User Content you submitted to the Services before your Account was terminated shall survive termination. For the avoidance of doubt, we may retain User Content in our backups, archives and disaster recovery systems until such User Content is deleted in the ordinary course of business. Termination will not limit any of GameBlazers' rights or remedies at law or in equity.

## **11. DISCLAIMER OF WARRANTIES**

THE SERVICES AND ALL INFORMATION CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

11.1. Disclaimer of Actions of Users. GameBlazers does not endorse and is not responsible or liable for any private Contests created among Players, or for any Items bought, sold, or traded through, the Services. Your dealings with any other User, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such User exclusively and do not involve GameBlazers. Like with any web-based interaction, we suggest that you use caution and good judgment, especially before purchasing from or trading Items with other Players on GB Marketplace. GameBlazers is not responsible for the accessibility or unavailability of any User.

11.2. Disclaimer of Warranties. THE SERVICES ARE PROVIDED TO USERS "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GAMEBLAZERS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, SECURITY, ACCURACY, AVAILABILITY, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, GAMEBLAZERS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. ANY MATERIAL, CONTENT, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED AND/OR USED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD

OF ANY SUCH MATERIAL, CONTENT OR INFORMATION. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GAMEBLAZERS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT GAMEBLAZERS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TRUTHFULNESS, ACCURACY, TIMELINESS OR COMPLETION OF THE CONTENT OR FAILURE BY THE SERVICES.

GAMEBLAZERS MAKES NO REPRESENTATION THAT PARTICIPATION IN PAID ENTRY FANTASY SPORTS CONTESTS IS LAWFUL IN ANY PARTICULAR JURISDICTION AND SPECIFICALLY DISCLAIMS SUCH WARRANTIES.

## **12. LIMITATION OF LIABILITY**

12.1. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE GAMEBLAZERS OR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, SUCCESSORS, AND ASSIGNS, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THE SERVICES. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN NO EVENT SHALL GAMEBLAZERS, NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, SUCCESSORS, AND ASSIGNS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, THE COST OF SUBSTITUTE GOODS OR SERVICES, OR ATTORNEYS FEES AND COSTS), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF (IN THE AGGREGATE) ONE HUNDRED U.S. DOLLARS (\$100.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, GAMEBLAZERS LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **13. Indemnification**

13.1. Indemnification. You agree to indemnify, defend, and hold harmless GameBlazers (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents, representatives, consultants, successors, and assigns) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards,

penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Service, your participation or attempted participation in any Contest, or your breach of this Agreement, including but not limited to your breach of any law or the rights of a third party.

#### **14. Dispute Resolution and Arbitration Provision**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

14.1. Initial Dispute Resolution. For any problem or dispute that you may have with us, you understand and agree that you will first give us an opportunity to resolve your problem or dispute. In order to initiate this dispute resolution process, you agree that you shall first send us a written description of your problem or dispute within thirty (30) days of the occurrence of the event giving rise to the problem or dispute by sending an email to: [support@gameblazers.com](mailto:support@gameblazers.com) or by mail to the address listed below. You then agree to negotiate with us in good faith about your problem or dispute for sixty (60) days. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after our receipt of your written description of it, you agree to the arbitration provisions below.

14.2. Binding Arbitration. If the parties do not reach an agreed upon solution under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including formation, performance and breach), the parties' relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The Commercial Arbitration Rules governing the arbitration may be accessed at [www.adr.org](http://www.adr.org) or by calling the AAA at +1.800.778.7879. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitration rules also permit you to recover attorney's fees in certain cases. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

14.3. Location. Any arbitration shall take place in Minneapolis, Minnesota.

14.4. Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND GAMEBLAZERS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an

arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

14.5. Exceptions – Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

14.6. 30-Day Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to us at support@gameblazers.com. The notice must be sent within thirty (30) days of your first use of the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we also will not be bound by them.

14.7. Changes to this Section. We will provide thirty (30) days’ notice of any changes to this section. Changes will become effective on the 30th day, and will apply prospectively only to any claims arising after the 30th day. The Agreement and the relationship between you and GameBlazers shall be governed by the laws of the State of Minnesota without regard to conflict of law provisions.

## **15. Miscellaneous**

15.1. Assignment. This Agreement is personal to User, and you may not assign, transfer, sub-license, sub-contract, charge or otherwise encumber any of your rights or obligations under this Agreement without the prior written consent of GameBlazers. GameBlazers may assign, transfer, or delegate any of its rights and obligations hereunder without your consent. Any attempted assignment in violation of this Section 13.1 shall be null and void.

15.2. Entire Agreement. This Agreement, and all terms and policies posted through our Services (including our Privacy Policy and any applicable additional terms, conditions or rules of participation in a particular Contest that we may post on the Services), constitutes the entire agreement between you and GameBlazers with respect to the Services, and supersedes all prior or contemporaneous understandings and agreements of the parties, whether written or oral, with respect to the Services. In the event of a conflict between this Agreement and any applicable additional terms, conditions or rules, the applicable additional terms, conditions or rules shall govern solely to the extent of such conflict.

15.3. Geographic Restrictions. The Services are provided for access and use only by eligible persons located in the United States. You acknowledge that you may not be able to access the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you are responsible for compliance with local laws.

15.4. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

15.5. Modification. We reserve the right, at our sole discretion, to amend, modify or replace this Agreement at any time. The most current version of this Agreement will be made available through the Site. In the event that we make material changes to the Agreement, we may notify you by displaying a prominent notice on the Site or by sending an email to the email address affiliated with your Account. Updated versions of the Agreement will never apply retroactively and the updated Agreement will give the exact date they go into effect. It is your responsibility to check the Site periodically for changes to the Agreement. Use of the Services by you following any modification to the Agreement constitutes your acceptance of the Agreement as modified. Without limiting our ability to refuse, modify, or terminate all or part of our Services, we may also terminate this Agreement at any time for any reason, at our sole discretion, by giving notice of such termination.

15.6. Relationship of the Parties. Becoming a User of our Services does not create an agency, employment, joint venture, franchise or partnership relationship between you and GameBlazers.

15.7. Waiver and Severability. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

15.8. Contact. If you have any questions about this Agreement, or feedback, comments, requests for technical support, and other communications related to the Services, please contact us at support@gameblazers.com or at the address set forth below.

333 Washington Ave. N., Ste 104  
Minneapolis, MN 55401