

SMITE® World Championship
Ticket Agreement

Thank you for your interest in the SMITE® World Championship (the “SWC”). We appreciate that you share our excitement for esports and the competitive community. This SWC Ticket Agreement (“Agreement”) sets forth the terms and conditions that apply when you purchase or otherwise procure a ticket for the SWC (each, a “Ticket”). Hi-Rez Studios, Inc. (“Hi-Rez”) is committed to providing a safe and fun environment for our attendees and participants of the SWC. Consequently, we require everyone who purchases or otherwise procures a Ticket to comply with and agree to the terms and conditions of this Agreement. By purchasing or otherwise procuring a Ticket, you are acknowledging and agreeing to the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, you should not purchase or otherwise procure a Ticket or attend the SWC.

Please review this Agreement carefully as it contains certain waivers and relinquishments of your legal rights.

1. GENERAL INFORMATION. In order to attend or participate in the SWC, each person must purchase and/or present a Ticket. Each Ticket is a license to attend the SWC, which is contingent on the terms and conditions set forth herein. You acknowledge and agree that the Ticket (i) is a revocable license which may be withdrawn and admission refused at any time, and (ii) is non-refundable and non-exchangeable. If the Ticket includes a badge, you must display it at all times while attending the SWC in a manner that it is easily viewed by attendees and participants.

Attention parents, guardians, and/or responsible adults: Due to certain content that will be on display at the SWC, minors under the age of thirteen (13) must be accompanied by a parent, guardian, or responsible adult, who is eighteen (18) years or older, at all times while attending the SWC. You understand and acknowledge that any minor under your care will be accompanied by you or a responsible adult, and that you are fully aware of and assume the risk of said minor's travel to and presence at the SWC. Any unaccompanied minors under the age of thirteen (13) who are unable to provide proper identification may be removed from the SWC without refund and/or detained until a parent, guardian, or responsible adult can pick them up.

2. VENUE. The Esports Stadium Arlington (the “Venue”) does not permit outside food or beverages inside the premises, and any such materials may be subject to confiscation by the Venue or Hi-Rez personnel. The maximum capacity of each area at the Venue is set by fire department regulations and is strictly enforced by the Venue. As a result, access to certain areas during the SWC will be limited to the maximum capacity of the particular area, which will be determined by the Venue in its sole discretion.

3. THIRD PARTY SELLERS. Tickets obtained from sources other than Hi-Rez may be counterfeit or otherwise invalid and may not be honored by Hi-Rez. Hi-Rez will not provide any Ticket refunds or exchanges. Tickets cannot be replaced if lost, stolen, or destroyed. Any Ticket is a revocable license which may be withdrawn and admission refused at any time and, in limited

circumstances in Hi-Rez's sole discretion, upon refunding the printed purchase price. The license granted by the Ticket will automatically terminate if you breach any term of this Agreement, and the Ticket may not be offered for sale in any manner which would violate any law or regulation.

4. LIABILITY AND RELEASE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE FULLY AWARE OF AND ASSUME ALL RISK OF PERSONAL INJURY AND ALL OTHER HAZARDS RELATED TO the SWC, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER SWC. YOU AGREE THAT HI-REZ AND THE OTHER RELEASED PARTIES (AS DEFINED BELOW) ARE EXPRESSLY RELEASED BY YOU FROM ANY CLAIMS ARISING FROM OR RELATED TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH the SWC. By use of the ticket, you consent to a reasonable search for alcohol, drugs, weapons, explosives or other prohibited items. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT HI-REZ SHALL HAVE NO RESPONSIBILITY TO PAY FOR MEDICAL TREATMENT AND RELATED COSTS IF YOU ARE INJURED, OR TO PAY FOR LOST, STOLEN, OR DAMAGED PROPERTY. AS USED HEREIN THE "RELEASED PARTIES" MEANS HI-REZ PRODUCTIONS, INC. AND HI-REZ STUDIOS, INC., AS WELL AS EACH OF THEIR RESPECTIVE PARENTS AND AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, PARTNERS, SPONSORS, LICENSORS, LICENSEES AND SUBLICENSEES, CONTRACTORS AND SUBCONTRACTORS, OR OTHER PARTIES IN ANY WAY RELATED TO HI-REZ, INCLUDING BY CONTRACT, AS WELL AS HI-REZ AND SUCH PARTIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS.

5. CONTENT. You agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the SWC without first obtaining the express, written permission of Hi-Rez. Furthermore, you acknowledge and agree that you are solely responsible for clearing any and all rights and permissions for any use(s) you might make of the photographs, recordings, transcripts, or other similar material you take while attending the SWC. You acknowledge and agree that your attendance at or participation in the SWC does not permit you to make use of Hi-Rez' or any other attendee's or participant's intellectual property rights.

6. GRANT OF LICENSE. The SWC is a recorded, photographed, and filmed event, by attending the SWC, you hereby consent to appearing in possible footage and images from the SWC and grant to Hi-Rez and Hi-Rez Productions, Inc. and/or each of their respective affiliates and their respective successors, assigns, partners, sponsors, licensors, licensees and sublicensees, an unlimited, irrevocable, transferable, sub-licensable (through multiple tiers), royalty-free, license and right to photograph, record, distribute, utilize, and otherwise commercially exploit your image, likeness, actions, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, the SWC (regardless of whether before, during or after play or performance), including without limitation in any derivative work thereof in any medium or context without further authorization or compensation.

7. RESTRICTIONS.

a. Hi-Rez reserves the right, without refund of any portion of the Ticket purchase price, to refuse admission or remove from the SWC any person whose conduct is deemed by Hi-Rez to be disorderly, or unbecoming, or who uses vulgar or abusive language, or who engages in harassment of any kind. You acknowledge and agree that (i) disorderly conduct may include, without limitation, narcotics use, public inebriation, stealing, fighting, trespass (including personal), impeding traffic flow, offensive behavior, and/or failure to observe basic hygiene, and (ii) harassment may include, without limitation, (1) using words to attack or injure an individual, to cause one to believe an untrue statement, or to speak falsely of an individual; (2) any physical contact which is made in an unwanted way toward another individual; (3) any teasing, joking, innuendo, photography, or gestures of a sexual/unwanted nature, touching of a sexual or unwanted nature, touching or grabbing of a sexual nature, repeatedly standing too close to or brushing up against an individual, or giving gifts of a sexual or unwanted nature; and (4) unwarranted hostile behavior, threats, or intimidation made toward another individual, following another individual around a public area without their consent, photographing or recording an individual without their permission, or sustained disruption of any part of the SWC. If you feel you have been harassed or observed harassment of another person, you acknowledge and agree to report the matter immediately to Hi-Rez and/or Venue personnel.

b. You and your belongings may be searched on entry to the SWC. You hereby consent to such searches and waive any related claims that may arise related to any such search. If you elect not to consent to such searches, you may be denied entry to the SWC without refund or other compensation. In accordance with the rules for entry to the Venue, certain items may not be brought into the premises, including, without limitation: (i) strollers, stilts, remote controlled vehicles, rollerskates, rollerblades, any other form of recreational wheeled transportation, and bare feet; (ii) weapons of any nature, whether concealed or open, including but not limited to nonworking replicas of weapons, fireworks, anything that fires projectiles, anything sharp or point enough to cut or pierce an individual with moderate pressure, and any explosive or flammable devices; (iii) drugs of any kind, including, without limitation, alcohol, cigarettes, illegal narcotics, and prescription medication that has not been legally obtained or is being used in a manner inconsistent with its intended dosage and/or purpose; (iv) pets and animals, excluding service animals for people with disabilities; (v) overly offensive shirts, apparel, or other displayable content; and (vi) food, beverages, cameras, recording devices, bundles, and containers not otherwise purchased from the Venue or Hi-Rez.

8. **PRIVACY POLICY.** Attendance and participation at SWC is subject to Hi-Rez's privacy policy, available at <http://hirezstudios.com/privacypolicy>.

9. **GENERAL.** This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Section headings used herein are for convenience of reference only and shall not affect the construction of these terms. If any term or provision of these terms is invalid, illegal, or unenforceable in any jurisdiction, such finding shall affect no other term or provision or invalidate or render unenforceable such term or provision in

any other jurisdiction. All matters arising out of or relating to these terms shall be governed by and construed under the laws of the State of Georgia, USA without giving effect to any choice or conflict of law provision or rule (whether of Georgia or any other jurisdiction). The Atlanta, Georgia courts (state and federal) shall have exclusive jurisdiction of any controversies related hereto.