

The Operation DEADROP: Road to Vegas Challenge (the “Tournament”) is a skill-based prize draw competition held by Midnight Society (the “Tournament Organizer”). The Tournament will be held between August 25 to September 4th, 2023. The tournament will be held on the Snapshot 6.1 build of the pre-alpha game DEADROP.

By entering and participating in the Tournament, each participant (each a “**Player**” and collectively, the “**Players**”) unconditionally accepts and agrees to comply with and abide by these official Tournament rules (the “**Rules**”), including the code of conduct set out in Section 11 below. All decisions regarding the interpretation of these Rules lie solely with the Tournament Organizer or any other person designated by the Tournament Organizer to administrate the Tournament (the “**Administrator**”), the decisions of which are final and binding in all respects.

## 1. ELIGIBILITY

In order to participate in the Tournament and be eligible to win a prize, Players at the time of entry and at all times during the Tournament, must:

- (a) Own either a Tower Key or a Founder Pass;
- (b) Be at least eighteen (18) years of age or older.
- (c) Be a citizen of Canada or USA

The Tournament is only open to citizens of Canada or USA or legal or permanent residents (as such term is defined by their respective immigration services) of the country, who reside in any of the three countries while participating in the Tournament and who meet the criteria set forth herein.

Employees, representatives, and mandatories of the Tournament Organizer, its affiliates, its promotional partners, the Administrator, the prizes providers and any platform or entity in connection with the Tournament as well as any member of any such person’s immediate family (partner or legal or common-law spouse, father, mother, brothers, sisters, sons and daughters, regardless of where they live) and those with whom they are domiciled (whether related or not) are not eligible to enter in the Tournament. The Tournament Organizer and/or the Administrator reserves the right to verify the eligibility of Players and winners and to deny any Player from playing or from being awarded any prize in the event that it is determined that such Player does not meet one or more eligibility criteria herein.

## 2. TOURNAMENT DATES AND SCHEDULE

The Tournament begins on August 25, 2023 and ends at the conclusion of the Tournament’s final on September 4, 2023. The player must register/opt-in to the tournament on <https://midnightsociety.com/ss7-raffle-signup> before 11:59pm PST on September 4th to be eligible. All times in the Tournament described in the schedule below refer to Pacific time (“PT”) unless otherwise indicated.

### **3. REGISTRATION**

Registration for the Tournament opens on August 25, 2023 and lasts until 11:59pm PST on September 4th, and will take place on the Midnight Society Platform. Players must also have their Discord account connected to their Midnight Society Profile and be in the Midnight Society Discord.

### **4. PRIZES**

There is a total prize pool of \$1900 USD in this Tournament available to be won:

Raffles will be done in two categories, one for those who own just a Tower Key and one for those who own a Founder Pass. One winner will be selected from each category with a travel stipend of \$850 USD.

All prize values are listed in US dollars (USD). Prizes are non-transferable and must be accepted as awarded, without substitutions. The Tournament Organizer however reserves the right to substitute a prize with another prize of equal value if a prize cannot be awarded as described for any reason whatsoever. All cash prizes will be distributed to the winners within sixty (60) days of any required verification by the Tournament Organizer or Administrator. The Tournament Organizer or Administrator will communicate with the winners, following the Tournament, to coordinate the prizes' distribution. Unclaimed prizes will not be awarded. Any winner found to have violated, in whole or in part, these Rules, even after a prize has been awarded, will be disqualified, and will be required to return the prize awarded within the time limit provided for in the notice from the Tournament Organizer or Administrator stating that the winner has violated these Rules.

Winners shall be solely responsible for all federal, provincial, and/or local taxes, and the reporting consequences thereof, and for any other fees, costs or required withholdings associated with the applicable prize as required by law.

\*Details according to the travel allocations

- Winning player will be the only one eligible to receive the allocation.
- Winning player will be contacted by email by September 6th and will have 48 hours to claim their prize before forfeiting the prize to a redraw.
- Tournament Organizer will transfer the allocation money to the specified winner individually within 30 days of the SSVII event after confirming attendance.
- Failure to comply with these rules equate to forfeit the allocations money. Tournament Organizer reserves the right to award the prizing to the second place teams or reallocate the prizing to a future tournament.
- Collecting the allocation prizing without attending the event will be sanctioned with a ban from participating in future tournaments from the Tournament Organizer, with the suspension length at the Tournament Organizer own discretion.

## **6. HOW TO PLAY**

**Complete Challenges:** There will be challenges announced for the duration of this tournament. There may be specific daily challenges that will be announced on the day of and designated times to play each day for maximum lobbies. You do not have to complete all the challenges to enter the raffle.

**Communication (Discord server):** In order to communicate with the Administrator, the Player must use the Discord server.

**Game results:** Players will automatically have their challenges tracked once they opt in. No further action is needed to submit challenge completions.

**Equipment:** All Players must provide their own computer.

By participating in the Tournament, each Player grants the Tournament Organizer, the Administrator, the prizes providers and the Tournament's sponsors the right to (i) use his/her name, email address, mailing address, telephone number and other personal information provided during his/her registration in the Tournament and any data collected while the Player is playing the game during the Tournament, for the purpose of administering the Tournament, including but not limited to contacting and announcing the individuals who have qualified for the final; and use and broadcast his/her name, Game account ID, city and province or state of residence, video footage, images, voice recording, comments and opinions of the Player during the Tournament, for entertainment, publicity and promotional purposes, in any and all media now known or hereafter devised, without further notice or compensation.

## **8. CONFIDENTIALITY**

Personal information about Players is collected by the Tournament Organizer for the sole purpose of administering the Tournament. Other informational or marketing communications may be received by a Player unless the Player informs the Tournament Organizer of his explicit refusal to receive such communications. You further agree that the Tournament Organizer may disclose your personal information to the companies responsible for providing us with specific services such as administering the Tournament or managing the operations of our websites and databases or for other reasons related to the operation of our business or of the Tournament. The affiliated companies are required to keep your personal information secure and confidential and must respect our privacy policy. Their use of your personal information is always restricted to the specific services to be carried out for us. Rest assured that they categorically cannot share, sell, rent, or otherwise give your personal information to anyone and must keep all information confidential, unless required by law.

## **9. LIMITATION OF LIABILITY**

By entering the Tournament, each Player releases the Tournament Organizer, the Administrator, their affiliates, and their respective employees, officers, directors, representatives and agents, as well as their advertising and promotion agencies, their promotional partners associated with

the Tournament and the prize providers (collectively the “**Released Parties**”) from any liability whatsoever, and waives any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Tournament or:

- (a) late-received, lost, unintelligible/illegible, incomplete, or misdirected registrations, entries or game scores;
  - (b) entries or game plays which fail to comply with the Rules;
  - (c) any technical or human error that may occur in the administration of the Tournament, including any problems or technical malfunction of any computer online systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, all of which may affect a Player ability to participate in the Tournament, or the ability of the Administrator to receive and/or record Players game score;
  - (d) any unauthorized human and/or mechanical intervention in any part of the entry process or any other stage of the Tournament;
  - (e) any damage to his/her console or equipment related to or resulting from entering, or participating to the Tournament;
- (f) Any loss, harm, damages, cost, or expense arising out of participation in the Tournament, and/or awarding, acceptance, use, or misuse of any prize.

The Released Parties shall not be responsible if the Tournament cannot be run as planned for any reason whatsoever, including, without limitation, infection by computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Tournament Organizer or the Administrator, corrupts or otherwise affects the administration, security, fairness, integrity or proper conduct of the Tournament. In such a case, the Tournament Organizer or the Administrator reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Tournament.

## **10. ADDITIONAL INFORMATION**

It is forbidden for a Player to share his/her Game account with another Player. Players must only use one Game account during the entire Tournament.

Automatic gameplay is prohibited. Any use of automated devices will cause disqualification.

Any attempt to deliberately undermine the legitimate operation of this Tournament is a violation of the criminal and civil laws. Should such attempts be made, the Tournament Organizer reserves the right to refer the concerned person to the appropriate legal authorities and seek remedies and damages to the fullest extent permitted by law.

Players reaching the final of the Tournament undertake to sign any form, release, declaration or other document required by the Tournament Organizer or the Administrator in connection with their participation in the final of the Tournament.

Players' Game accounts ID and in-game names are the sole responsibility of the Players. They shall be consistent with general standards of decency and shall not be derogatory, profane or offensive. The Tournament Organizer or the Administrator reserves the right to require a Player to change his/her Game account ID in order to participate in the Tournament.

The Tournament and these Rules are subject to the laws of the Province of Quebec and the federal laws applicable therein. Any dispute will be decided by the competent courts located in the judicial district of Montreal, Quebec.

Should there be any discrepancies between the English and French versions of these Rules, the English version shall prevail.

## **11. CODE OF CONDUCT**

By registering and participating in the Tournament, the Players undertake to show good sportsmanship and to respect, at all times, the other Players as well as the Tournament Organizer and the Administrator. Without limitation, any of the following behaviors shall be deemed inappropriate and in violation of the code of conduct of the Tournament:

- (a) Non-fair-play behavior, including verbal violence towards another Player or any person involved in the Tournament.
- (b) Unsportsmanlike or disruptive conduct or acting with the intent to disrupt or undermine the legitimate operation of the Tournament or in order to annoy, abuse, threaten or harass any other person.
- (c) Engaging into collusion, ie entering into an agreement with another Player in order to predetermine the outcome of a game.
- (d) Hacking, exploiting, or using any type cheating device and/or program or any other similar cheating method.
- (e) Intentionally using in-game glitches or hacks to gain an advantage.
- (f) Cheating, manipulating game files, using unapproved game modifications or any other method which can result in a possible unfair advantage on other Players.
- (g) Using drugs, alcohol, illegal substances or engaging into illegal activities or gambling in connection with the Tournament. If a Player participates or attempts to participate in the Tournament while being under the influence of or appearing to be under the influence of drugs, alcohol, or illegal substances, such Player may be disqualified from the Tournament at the sole discretion of the Administrator.

(h) Engaging into violence or any activity deemed, in the Administrator sole discretion, to be immoral, unethical, disgraceful, contrary to common standards of decency or to undermine the image of the Tournament.

The Tournament Organizer or Administrator reserves the right, in its sole discretion, to sanction or disqualify any Player who violates the code of conduct or tampers or attempts to tamper with the participation process in the Tournament and to void any game results submitted fraudulently. Players are encouraged to contact the Administrator if they notice inappropriate or suspicious behavior.

**12. EVERY PLAYER AGREES TO BY PARTICIPATING IN THE TOURNAMENT, YOU AGREE TO OUR TERMS and CONDITIONS AND PRIVACY POLICY AND CONSTITUTES YOUR BINDING ACCEPTANCE OF THOSE TERMS, INCLUDING ANY MODIFICATIONS THAT MIDNIGHT SOCIETY MAKES FROM TIME TO TIME.**