

Best Friendzy Terms of Participation

Best Friendzy (“**Challenge**”) is offered by Epic Games, Inc., a Maryland corporation with offices at 620 Crossroads Blvd., Cary, North Carolina 27518 (“**Epic**”).

WHO CAN PARTICIPATE: Players must (a) be 13 years of age or older, and (b) have a valid Epic account (“**Player**”). An eligible minor should have a parent’s or legal guardian’s permission to participate.

Employees, officers, directors, agents, and representatives of Epic (including the legal, promotion, and advertising agencies of Epic), and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Challenge, and each parent company, affiliate, and subsidiary of Epic, are not eligible. Void where prohibited. The Challenge is subject to all applicable laws.

HOW TO PARTICIPATE: Between 5:00AM New York Eastern Time (“**ET**”) on August 31, 2021 through 4:00PM ET on September 12, 2021 (“**Challenge Period**”), Players can participate in the Challenge by visiting <https://bestfriendzy.fortnite.com> (“**Challenge Site**”) and following the directions to register.

Once registered and logged in, Players can earn points by playing Fortnite with anyone on their friends list (“**Friends**”). Points for playing with each Friend will be tracked separately. The exact ways of earning points will be listed on the Challenge Site but may include: playing a game of Fortnite together, getting top 25 in Battle Royale, playing Fortnite Creative together, etc.

POINTS: Points earned by playing with a particular Friend will accumulate until specific thresholds are met, at which point, the Player and/or Friend (as applicable) will receive the designated Reward (as defined below) for meeting that threshold. A Player can only earn any Reward once. So, even if a Player reaches a specific threshold with multiple Friends, the Reward for that threshold will only be provided once to that Player. However, if the Friend hasn’t reached that threshold previously, the Friend can still receive the Reward.

Players are required to comply with all Fortnite rules and regulations, including, but not limited to, the Fortnite End User License Agreement (<https://www.epicgames.com/fortnite/eula>) (“**Fortnite EULA**”). Failure to do so may result in disqualification of that Player from the Challenge and all associated points earned by such Player will be void.

SCOREBOARDS: Please note that the point displayed on the Challenge score board (“**Scoreboard**”) may not be accurate or in real-time. Epic reserves the right to alter the points displayed for any Player and/or Friend due to technical issues or if there has been unsportsmanlike or other behavior prohibited by these Terms of Participation. A Player and/or Friend is not the recipient of any Reward even if the Scoreboard should so indicate unless and until Epic has verified the Player and/or Friend and their point total(s) and officially announced such Player and/or Friend as a recipient of such Reward.

PUBLICITY GRANT: By agreeing to these Terms of Participation, each Player (and, if an eligible minor, his/her parent or legal guardian) grants permission for Epic and its designees to use his/her name, tag, likeness, audio, video, game play statistics, and/or Epic account ID, for publicity

purposes during or after the Challenge Period, in any media, throughout the world, for a period of up to three (3) years, but only in connection with publicizing the Challenge, without any compensation or prior review unless specifically prohibited by law.

REWARDS: There are four (4) in-game Rewards available as part of this Challenge:

- **Level 1 Reward:** Fortnite “Outer Space Handshake” in-game cosmetic Emoticon.
- **Level 2 Reward:** Fortnite “Invasion Remix” in-game Lobby Track.
- **Level 3 Reward:** Fortnite “Life’s a Beach” in-game cosmetic Wrap.
- **Level 4 Reward:** Fortnite “Aquari-Axe” in-game cosmetic Pickaxe.

Each Player and Friend (as applicable) will receive the applicable Reward; provided, for clarity, that (a) a Player and a Friend may only receive one (1) of each Reward at a given Reward Level (in other words, a Player/Friend cannot spend earned points to receive two (2) Fortnite “Aquari-Axe” in-game cosmetic Pickaxes); and (b) if a Player or Friend has already received any of the Rewards listed in this section as part of a previous Fortnite challenge or promotion, such Player or Friend will not be eligible to receive such Rewards for this Challenge.

Rewards are awarded “as is” with no warranty or guarantee, either express or implied. Epic reserves the right to substitute a Reward of comparable or greater value if a Reward becomes unavailable. Rewards have no value (retail or otherwise) outside of an Epic account. Rewards cannot be redeemed for cash or substituted or transferred by recipients. Rewards will be granted directly to the recipient’s Epic account within one (1) hour of reaching the relevant Reward Level, or such other time as reasonably required by Epic for such grant. Additional terms and conditions may apply to acceptance and use of a Reward.

A Player’s or Friend’s (as applicable) use of a Reward in Fortnite will be governed by Epic’s Terms of Service (available at <https://www.epicgames.com/site/en-US/tos>), Epic’s Privacy Policy (available at <https://www.epicgames.com/privacypolicy>), and the Fortnite EULA (each, an “**Epic Agreement**”). Epic has the right to enforce these agreements against each Player/Friend. If a Player/Friend chooses not to accept an Epic Agreement, such Player/Friend must not use Fortnite or seek to use the Rewards.

GENERAL CONDITIONS: By participating, Players and Friends (and, if eligible minors, their parents or legal guardians) agree to release, discharge, indemnify and hold harmless Epic, its affiliates, subsidiaries, retailers, distributors, suppliers, advertising and promotion agencies, and any other individuals engaged in any way in the development, production, administration or execution of the Challenge, and the respective directors, officers, agents and employees of the foregoing (collectively, the “Released Parties”) from any liability, claims, losses and damages arising out of or relating to your participation in the Challenge and the acceptance, use, misuse or possession of any reward received in connection therewith. The Released Parties are not responsible for errors or problems of any kind relating to or in connection with the Challenge, whether human, mechanical, technical, electronic, typographical, printing or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Challenge, the functionality of the Challenge Site, the tracking of play with Friends, the announcement of the Rewards, or in any Challenge-related materials. In the event Epic is prevented from continuing with the Challenge as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, pandemic, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Epic’s control, then subject to any governmental

approval which may be required, Epic shall have the right to modify, suspend, or terminate the Challenge at any time.

The invalidity or unenforceability of any provision of these Terms of Participation shall not affect the validity or enforceability of any other provision. If any provision of these Terms of Participation is determined to be invalid or otherwise unenforceable, then these Terms of Participation shall be construed in accordance with its terms as if the invalid or unenforceable provision was not contained therein. Epic's failure to enforce any term of these Terms of Participation shall not constitute a waiver of that provision.

Regardless of any other relevant provision in these Terms of Participation, nothing in the underlined section excludes or limits the Released Parties' warranties and liability: (i) for death or personal injury caused by the Released Parties; (ii) in the event of the Released Parties' gross negligence or willful misconduct; or (iii) for any other liability or warranty that, by law, may not be limited or excluded by the Released Parties.

RIGHT TO TERMINATE YOUR PARTICIPATION: Epic reserves the right, at its sole discretion, to terminate a Player's/Friend's participation in the Challenge (a) if such Player/Friend does not comply with these Terms of Participation, Epic's Terms of Service, and the Fortnite EULA; or (b) Epic determines that such Player/Friend is attempting to undermine the legitimate operation of the Challenge by cheating, tampering, hacking, deception, or any other disruptive or unfair playing practices.

DISPUTES: Disputes regarding these Terms of Participation and/or the Challenge will be governed by the internal laws of the State of North Carolina, except where prohibited by law. Decisions of Epic are binding and final. No claimant in any dispute involving Epic shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages.

PRIVACY: The information you provide will be used only in accordance with Epic's privacy policy, located at <https://www.epicgames.com/privacypolicy>.