

METRO E-SPORTS MAKE THE SQUAD CONTEST

OFFICIAL RULES & HOW TO ENTER

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open only to legal residents of the United States, or any country or territory where promotions are permitted, who are eighteen (18) years of age or older by **June 22, 2021**. Void where prohibited by law. Employees, agents, and representatives (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of Metro Sports and Entertainment Group (“Metro”), and their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges and/or METRO, which are binding and final on matters relating to this contest. Contest is subject to all applicable federal, state and local laws. The judges will review the contest entries to determine **the twelve (12) winner(s) (individually a “Winner” and collectively the “Winners”)**.

TIMING: The contest begins on **June 22, 2021 at 3:00 PM** Eastern Standard Time (“EST”) and ends on **October 24, 2021 at 12:00 PM** EST (the “Promotion Period”). The Winners will be selected **on or about October 24, 2021**. ALL ENTRIES MUST BE RECEIVED NO LATER THAN THE END OF THE PROMOTION PERIOD.

TO ENTER: During the Promotion Period you may enter by (1) visiting the following link (<https://metroesportsco.wpengine.com/contest/>) and filling in all the required information to enter the contest, (2) by participating at the PAX on-line virtual event from July 15 – July 18, 2021 which you may register for at the following link: <https://metroesportsco.wpengine.com/contest/> or (3) by attending the live in-person combine in Philadelphia, PA on October 23, 2021 (the exact time and location of the combine is still to be determined).

By entering the contest, you represent and warrant that you own the unencumbered copyright and title to the video/photo you submit. As a condition of entry into the contest, which you hereby acknowledge is good and valuable consideration, you hereby irrevocably transfer all copyright, title, and interest in any such video/photo to METRO. Entry must not be offensive or inappropriate, as determined by METRO in its sole discretion, nor can it defame or invade publicity rights or privacy or any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. METRO reserves the right to disqualify any entry that it determines, in its sole discretion, is offensive or inappropriate, not in keeping with METRO’s image or that is otherwise not in compliance with these Official Rules. By submitting your entry, you agree that your entry conforms to these Official Rules and that METRO, in its sole discretion, may disqualify your entry for any reason, including if it determines, in its sole discretion, that your entry fails to conform to these Official Rules in any way or otherwise contains an unacceptable content as determined by METRO, in its sole discretion. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties.

The following applies to all entries, regardless of entry method: Entries must be received during the Promotion Period. Limit one (1) entry per person for the entire Promotion Period, regardless of method of entry. Multiple entries received from any person during the Promotion Period will be void. Entries generated by mechanical means and entries by any means which subvert the entry process are void. All entries become the property of METRO and will not be acknowledged or returned. Entries that are late, incomplete, copied, misdirected, mutilated, illegitimate, postage-due, inaccurate, illegible, lost, damaged, or generated by automated

means are void. All required information on the entry forms must be provided, or entry will be void.

CONDITIONS OF ENTRY: As a condition of entry into the contest, which you hereby acknowledge is good and valuable consideration, you hereby grant to METRO and each of their respective affiliates and licensees permission and license to reproduce, distribute, prepare derivative works of, copy, display publicly, and otherwise use the pictures, information, or other content you submit as part of this contest. As a further condition of entry into the contest, which you hereby acknowledge is good and valuable consideration, you hereby grant to METRO and each of their respective affiliates and licensees permission and license to use each entrants' name and/or likeness. You acknowledge that your video could be posted to any and all web pages and social media channels controlled by METRO. You acknowledge that each of the foregoing permissions and licenses shall be perpetual and irrevocable, and the rights granted shall include any use (whether now known or hereinafter contemplated), via any and all media (whether now known or hereinafter devised), worldwide, for any purpose (including without limitation advertising, promotional, trade, or other purposes), without any further permission or additional consideration required.

JUDGING CRITERIA: At the end of the Promotion Period, a panel of judges comprised of METRO representatives (the "Judges") will judge all of the eligible entries submitted during the Promotion Period. The Judges will score each entry (each a "Judges Score") according to the following weighted criteria: (1) Gaming Talent (20%); (2) Gaming Potential (20%); (3) Communication Skills (20%); (4) Mental Toughness (20%); and (5) Brand Ambassadorship (20%). METRO will declare the twelve (12) eligible entries that receive the highest Judges Score each a potential Winner. METRO shall consider each Winner a potential winner pending verification of the potential winner's eligibility with these Official Rules. In the event of any ties the entry with the highest score in criterion number (1), Gaming Talent, shall prevail. In the event there are still any ties, the tied entries will be rescored and the entry with the highest overall Judges Score will prevail.

WINNER NOTIFICATION: Winner(s) will be notified by phone, and/or e-mail in METRO's sole discretion. Winner(s) may be required to execute and return an affidavit of eligibility, a liability release, and, where lawful, publicity release within twenty-four (24) hours of receipt. If such documents are not returned within the specified time period, a prize or prize notification is rejected, faulty or returned as undeliverable, METRO is unable to contact a potential winner within twenty-four (24) hours of notification, or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at METRO's discretion and time permitting, an alternate winner will be selected from all eligible entries received.

PRIZE(S): Each Winner will receive the following prize (each a "Prize"):

1. An invitation to participate in the DreamHack Atlanta Event on November 12-14 where participants will compete for the opportunity to be one of six (6) members of a newly formed professional gaming team.
 - a. Winners shall receive a voucher worth \$549 which Winners may use for travel and hotel accommodations for the DreamHack Atlanta Event.
 - b. Approximate Retail Value of each Prize is \$549.

Certain elements of the prize will take place and must be used on November 12-14 the date of the DreamHack Atlanta Event.

GENERAL PRIZE CONDITIONS: Each Winner agrees that the Prize is awarded “as is” with no warranty, representation or guarantee, either express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the Prize, including, without limitation, its quality, merchantability or fitness for a particular purpose. All Prize details are at METRO’s sole discretion. Winner(s) may not substitute, assign or transfer a Prize or redeem a Prize for cash. METRO may substitute prizes of equal or greater value at METRO’s sole discretion. Winner(s) are responsible for all applicable federal, state and local taxes, if any. METRO will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner for any reason, including, without limitation, because of incorrect or changed contact information. No more than the stated prizes will be awarded. All prizes legitimately claimed will be awarded.

GENERAL CONDITIONS: Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail or entries; or for technical failure or other errors or difficulties of any kind whether human, typographical, printing or otherwise relating to or in connection with the contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the contest, the processing of entries, the announcement of the prize(s) and the Winner(s), or in any contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information. Released Parties are not responsible for injury or damage to participants' or any person's computer related to or resulting from participating in this Contest. Persons who tamper with or abuse any aspect of the contest, act in an unsportsmanlike or disruptive manner, or who are in violation of these Official Rules, as solely determined by METRO, will be disqualified and all associated entries will be void. METRO reserves the right at its sole discretion to suspend, modify or terminate the contest should any portion of the contest be, in METRO’s sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the METRO, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or for any other reason determined by METRO in its sole discretion and, if terminated, at its discretion, select the potential winner(s) from all eligible, non-suspect entries received or as otherwise deemed fair and appropriate by METRO. METRO is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant’s e-mail account to receive email messages. METRO is not responsible, and may disqualify an entrant, if his or her email address, telephone, or other contact information does not work or if it is changed without entrant giving prior written notice to METRO. METRO’s failure to or decision not to enforce any provision in these official rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any contest related materials and/or these official rules (including any alleged discrepancy or inconsistency in these official rules), it will be resolved in METRO’s sole discretion. The invalidity or unenforceability of any provision of these official rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these official rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If METRO determines at any time in its sole discretion that the winner or potential winner is disqualified, ineligible, or in violation of these official rules, METRO reserves the right in its sole discretion to select an alternate winner, even if the disqualified potential winner’s name may have been shown or announced publicly. If any person supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these official rules in an attempt to obtain any prize, METRO may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. **Entrants, by participating, agree that Metro Sports**

and Entertainment Group, Next Up Ventures, Next Up Partners and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies and all of their respective officers, directors, members, managers, contractors, consultants employees, representatives and agents (collectively, the “Released Parties”) will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, awarding or use of any prize (including any activity related thereto) or while preparing for, participating in and/or traveling to or from any prize- or contest-related activity.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, METRO WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Any controversy, dispute or claim regarding the performance or interpretation of this contest shall be resolved by binding arbitration, at the request of either party, in accordance with JAMS Streamlined Arbitration Rules and Procedures, with such arbitration to be conducted in Philadelphia, Pennsylvania, USA. The parties hereby waive their right to a jury trial. Except where prohibited, as a condition of participating in this contest, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Released Party, claims and causes of action arising out of or connected with this contest, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than entrant’s actual out-pocket expenses (if any), not to exceed two hundred fifty dollars (\$250), and entrant further waives all rights to have damages multiplied or increased.

WINNER LIST: For the names of the Winner(s) please visit the following link: <https://metroesportsco.wpengine.com/contest/>

OFFICIAL RULES: For a copy of these Official Rules, print out these pages which are available at the following link: <https://metroesportsco.wpengine.com/contest/>

SPONSOR: Metro Sports and Entertainment Group 1388 W Street Rd, Warminster, Pennsylvania 18974.