

## Terms and Conditions

(Last Updated: 2/21/2018)

**These terms and conditions (“Terms”) govern your use of any of our websites or mobile applications that link to these Terms (collectively, the “HASBRO GAMING CHAMPIONSHIPS Services”), and apply to your participation in and/or registration for HASBRO GAMING CHAMPIONSHIPS (“HASBRO GAMING CHAMPIONSHIPS,”), which is operated and organized by Hasbro, Inc. (“Hasbro,” “we,” “our” or “us”). Please carefully review these Terms.**

By accessing or using the HASBRO GAMING CHAMPIONSHIPS Services, you acknowledge that you have read, understood and agreed to be bound by these Terms. If you do not agree to these Terms, you may not access or use the HASBRO GAMING CHAMPIONSHIPS Services or purchase tickets or other products made available through the HASBRO GAMING CHAMPIONSHIPS Services (collectively, the “Products”).

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any other products, services or otherwise. If you are using the HASBRO GAMING CHAMPIONSHIPS Services on behalf of any person or entity, you represent and warrant that you are authorized to accept these Terms on such person or entity’s behalf and that such person or entity agrees to be responsible to us if you or such person or entity violates these Terms.

Please also carefully read the arbitration provision set forth below, requiring you to arbitrate any claims you may have against us on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, IF ANY, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED OR REPRESENTATIVE CAPACITY.

Hasbro reserves the right to change these Terms at any time. If we make changes to these Terms, we will provide notice of such changes by updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the HASBRO GAMING CHAMPIONSHIPS Services or order, receive or use the Products, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review these Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the HASBRO GAMING CHAMPIONSHIPS Services. **If you do not agree to the revised Terms, you may not access or use the HASBRO GAMING CHAMPIONSHIPS Services or order, receive, or use the Products.**

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## **WEBSITE USE**

**Registration.** Registration is open to United States and Canadian residents only. In order to attend or participate in HASBRO GAMING CHAMPIONSHIPS, you must register through the HASBRO GAMING CHAMPIONSHIPS Services. When you register for HASBRO GAMING CHAMPIONSHIPS, you agree: (i) to these Terms, and you consent to our collection, use and disclosure practices, and other activities as described in our [Privacy Policy](#); (ii) to the [HASBRO GAMING CHAMPIONSHIPS Convention Policies](#) that govern your conduct at HASBRO GAMING CHAMPIONSHIPS, the ticket terms, and any other additional terms (together, the “Additional Terms”); (iii) that you will provide and keep accurate, current, and complete information about yourself and any third parties for whom you are purchasing a ticket or otherwise transacting; (iv) that you will not use an email address that violates the intellectual property or other right of any third party, or that is offensive, as determined by Hasbro in its sole discretion; (v) that you are solely responsible for all activities that occur under your account— whether or not you authorized the activity; (vi) that you will abide by the use restrictions set out in these Terms; (vii) that you are solely responsible for maintaining the confidentiality of any information you provide to us through the HASBRO GAMING CHAMPIONSHIPS Services; and (viii) that you will immediately notify us of any unauthorized use of your account, or of any other suspected or actual breach of security relating to your account and/or the HASBRO GAMING CHAMPIONSHIPS Services. You further represent and warrant that you have full legal authority to complete HASBRO GAMING CHAMPIONSHIPS registration, including full authority to make use of the credit or debit card to which payment and any related taxes and fees will be charged. In addition, if you are registering one or more third parties for HASBRO GAMING CHAMPIONSHIPS, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing such registration. By proceeding with HASBRO GAMING CHAMPIONSHIPS registration, you agree that these Terms apply equally to you and to any third parties for whom you are purchasing a ticket or otherwise transacting.

**Content.** The HASBRO GAMING CHAMPIONSHIPS Services contain: (i) materials and other items relating to Hasbro and its events, products, and services including HASBRO GAMING CHAMPIONSHIPS, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the HASBRO GAMING CHAMPIONSHIPS Services, and the compilation, assembly, and arrangement of the materials on the HASBRO GAMING CHAMPIONSHIPS Services and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Hasbro; and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”). All right, title, and interest in and to the HASBRO GAMING CHAMPIONSHIPS Services and the Content is the property of Hasbro or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

**Limited License.** Subject to your strict compliance with these Terms, Hasbro grants you a limited, non-exclusive, revocable, non-assignable, personal (non-sublicensable), and non-transferable license to download, display, view, use, and play the Content on a personal computer, browser, laptop, tablet, mobile phone or other Internet-enabled device (each, a “Device”) for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, the HASBRO GAMING CHAMPIONSHIPS Services or any Content; and (ii) may be immediately suspended or terminated for any reason, in Hasbro’s sole discretion, and without advance notice or liability. Your unauthorized use of the HASBRO GAMING CHAMPIONSHIPS Services and/or the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

**Restrictions.** If you are under the age of majority in the jurisdiction in which you reside, then you should not use the HASBRO GAMING CHAMPIONSHIPS Services or Content, or register for HASBRO GAMING CHAMPIONSHIPS. You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the HASBRO GAMING CHAMPIONSHIPS Services and Content. You further agree that you will not: (i) use the HASBRO GAMING CHAMPIONSHIPS Services or Content for any political or commercial purpose; (ii) engage in any activity in connection with the HASBRO GAMING CHAMPIONSHIPS Services or Content that is unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, or otherwise objectionable to Hasbro, in its sole discretion; (iii) harvest any information from the HASBRO GAMING CHAMPIONSHIPS Services; (iv) reverse engineer or modify the HASBRO GAMING CHAMPIONSHIPS Services; (v) interfere with the proper operation of or any security measure used by the HASBRO GAMING CHAMPIONSHIPS Services; (vi) infringe any intellectual property or other right of any third party; (vii) use the Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms. Registration will be open to United States and Canadian residents only.

**Availability and Termination.** Hasbro may immediately suspend or terminate the availability of the HASBRO GAMING CHAMPIONSHIPS Services and Content, as well as the availability of the HASBRO GAMING CHAMPIONSHIPS event, in whole or in part, to any individual user or all users, for any reason, in Hasbro’s sole discretion, and without advance notice or liability. Upon suspension or termination of your access, or upon notice from Hasbro, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the HASBRO GAMING CHAMPIONSHIPS Services. The provisions of these Terms, which by their nature should survive your suspension or termination, including sections on Website Use (except for the limited license), Event Support, Third Parties, Transactions, Website Features, Disputes, Governing Law, Disclaimers and Limitation of Liability, Further Disclaimers, Indemnification, and General Provisions, will survive.

**Reservation of All Rights.** All rights not expressly granted to you are reserved by Hasbro and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. *Any unauthorized use of any Content or the HASBRO GAMING CHAMPIONSHIPS Services for any purpose is prohibited.*

### **Event Support**

If you have any questions, please contact [Hasbro Consumer Care](#). You acknowledge that the provision of support is at Hasbro's sole discretion and that we have no obligation to provide you with customer

support of any kind. All legal notices to us must be mailed to: Hasbro Consumer Care Department, 1027 Newport Avenue, Pawtucket, RI 02861. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Third Parties**

The HASBRO GAMING CHAMPIONSHIPS Services may contain, link to, or may otherwise interact with third party websites, applications and/or content that is not owned, controlled or operated by Hasbro ("Third Party Services"). We may also host our Content on these Third Party Services. Your use of such Third Party Services will be governed by the terms of use and privacy policies of their owners and operators. Hasbro neither endorses nor controls Third Party Services, and you acknowledge and agree that we are not responsible or liable for the information, content, products, or services on or available from Third Party Services, or for the results to be obtained from using them. If you choose to access any Third Party Services, you do so at your own risk. Any interactions, transactions, and other dealings that you have with any such third parties are solely between you and the third party.

### **Transactions**

In rendering the payment required to purchase tickets for HASBRO GAMING CHAMPIONSHIPS, you will be asked by Hasbro or an authorized third party on Hasbro's behalf to supply certain information to us or to an agent, including your full name, billing and mailing address, and payment information. Hasbro is not responsible for processing any payments made through the HASBRO GAMING CHAMPIONSHIPS Services, and Hasbro does not have access to your credit card information. This information is maintained by a third party.

You agree to comply with the terms and conditions of any ancillary agreement that you may enter into that governs your payment for registrations or any other products or services available on the HASBRO GAMING CHAMPIONSHIPS Services.

### **Website Features**

**Wireless Features.** The HASBRO GAMING CHAMPIONSHIPS Services may offer features that are available to you via your wireless Device including the ability to access features of the HASBRO GAMING CHAMPIONSHIPS Services and upload Content to the HASBRO GAMING CHAMPIONSHIPS Services, and receive messages from the HASBRO GAMING CHAMPIONSHIPS Services (collectively, "Wireless Features"). By using the HASBRO GAMING CHAMPIONSHIPS Services, you agree that Hasbro may collect information related to your use of the Wireless Features as described in our Privacy Policy, and may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. Material changes to your Device settings will only be made with your consent. Data rates and other carrier fees may apply.

**E-mail Messages.** We reserve the right to send you emails relating to your account or use of the HASBRO GAMING CHAMPIONSHIPS Services, such as administrative and service announcements. Such messages may still be sent to you even if you choose to opt-out from receiving our promotional emails.

### **Disputes**

Any dispute relating in any way to your visit to, or use of, the HASBRO GAMING CHAMPIONSHIPS Services, to the Products you purchase through the HASBRO GAMING CHAMPIONSHIPS Services, or to your relationship to Hasbro shall be submitted to confidential arbitration in Providence, Rhode Island; provided, however, that to the extent that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Rhode Island. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Rhode Island. Arbitration under these Terms will be conducted pursuant to the Commercial Arbitration Rules then prevailing at JAMS. The arbitrator's award will be final and binding and may be entered into as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms will be joined to an arbitration involving any other party subject to these Terms, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the HASBRO GAMING CHAMPIONSHIPS Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

YOU AND HASBRO AGREE THAT EACH MAY ONLY 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. Further, unless both you and Hasbro agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Notice of a dispute related to these Terms may also be provided to the ESRB. Thereafter, the ESRB and Hasbro will coordinate and resolve the dispute amicably with you if possible and if no resolution is achieved within sixty (60) days of good faith discussion, the provision above shall apply.

### **Governing Law**

The laws of the State of Rhode Island shall govern these Terms without regard to conflict of laws provisions.

### **Disclaimers and Limitation of Liability**

#### **DISCLAIMERS**

You assume all responsibility and risk with respect to your use of the HASBRO GAMING CHAMPIONSHIPS Services.

THE HASBRO GAMING CHAMPIONSHIPS SERVICES AND ALL CONTENT THEREOF (INCLUDING THIRD PARTY SERVICES) ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. HASBRO AND OUR AFFILIATES AND SUBSIDIARIES, AND OUR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, AND

CONSULTANTS (TOGETHER WITH HASBRO, THE “**HASBRO PARTIES**”) DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OR OTHER MATERIALS IN THE HASBRO GAMING CHAMPIONSHIPS SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE HASBRO PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION CONTAINED ON THE HASBRO GAMING CHAMPIONSHIPS SERVICES. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS AVAILABLE ON THE HASBRO GAMING CHAMPIONSHIPS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE MATERIALS, THE HASBRO GAMING CHAMPIONSHIPS SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE HASBRO PARTIES BE LIABLE TO ANY USER OR ANYONE CLAIMING THROUGH ANY USER FOR (1) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, OR (2) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OR INABILITY TO USE THE HASBRO GAMING CHAMPIONSHIPS SERVICES, LOSS OF TIME, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL ARISING OUT OF OR IN ANY WAY CONNECTED TO THE ACCESS OR USE OF THE HASBRO GAMING CHAMPIONSHIPS SERVICES (INCLUDING, BUT NOT LIMITED TO CONTENT AND THIRD PARTY SERVICES), OR OTHERWISE RELATED TO THESE TERMS. YOU AGREE THAT THE LIABILITY OF THE HASBRO PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, IS LIMITED SOLELY TO YOUR DIRECT DAMAGES AND IN NO EVENT SHALL IT EXCEED, IN THE AGGREGATE, THE AMOUNT YOU PAID TO HASBRO, IF ANY, FOR HASBRO GAMING CHAMPIONSHIPS.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE DIRECTLY CAUSED BY PRODUCTS YOU PURCHASE FROM US, OR FOR OUR FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

YOU FURTHER AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY HASBRO OR A LICENSOR OF HASBRO.

#### **FURTHER DISCLAIMERS**

Hasbro strives to ensure the information on the HASBRO GAMING CHAMPIONSHIPS Services is current and correct, however, we do not warrant the accuracy or completeness of the material on the HASBRO GAMING CHAMPIONSHIPS Services. Hasbro may make changes to the material on the HASBRO GAMING CHAMPIONSHIPS Services at any time, without notice. Some material on the HASBRO GAMING CHAMPIONSHIPS Services may be out of date or incomplete and we make no commitment to update such material.

## **Indemnification**

You agree to indemnify, hold harmless, and defend the Hasbro Parties, from any and all claims, liabilities, damages, costs and expenses (collectively, "Claims") arising out of or related to your (a) use or misuse of the HASBRO GAMING CHAMPIONSHIPS Services; (b) your violation of these Terms or the Additional Terms; (c) any ratings, reviews, feedback, or other content you provide; or (e) your violation of any law or the rights of a third party. You agree to promptly notify the Hasbro Parties of any third party Claims, cooperate with the Hasbro Parties in defending such Claims and pay all fees, costs, and expenses associated with defending such Claims (including, but not limited to, attorney's fees). You further agree that the Hasbro Parties shall have control of the defense or settlement of any third party Claims.

## **General Provisions**

**Consent or Approval.** No Hasbro consent or approval may be deemed to have been granted by Hasbro without being in writing and signed by an officer of Hasbro.

**Severability; Interpretation; Assignment.** If any provision of these terms and conditions or the Additional Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this document and shall not affect the validity and enforceability of any remaining provisions. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Hasbro may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Hasbro. Unless otherwise stated elsewhere in these Terms or any Additional Terms, there are no intended third party beneficiaries.

**Complete Agreement; No Waiver.** These Terms, and any applicable Additional Terms and the Privacy Policy, reflect our complete agreement regarding the HASBRO GAMING CHAMPIONSHIPS Services and supersede any prior agreements, representations, warranties, assurances or discussion related to the HASBRO GAMING CHAMPIONSHIPS Services. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Hasbro in exercising any rights, powers, or remedies will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

**International Issues.** You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the HASBRO GAMING CHAMPIONSHIPS Services. Software related to or made available by the HASBRO GAMING CHAMPIONSHIPS Services may be subject to export controls of the U.S.A. and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

**Investigations; Cooperation with Law Enforcement.** Hasbro reserves the right to investigate and prosecute any suspected breaches of these Terms, the Additional Terms, or the Privacy Policy or any

suspected misuse of the HASBRO GAMING CHAMPIONSHIPS Services. Hasbro may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

**California Consumer Rights and Notices.**

**Should you have any questions regarding these Terms, please contact [Hasbro Consumer Care](#).**

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112 Sacramento, California 95834, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.