

## EVENT RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. FOR SWEEPSTAKES, ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED, AND PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR WHERE REGISTRATION, BONDING OR LOCALIZATION IS REQUIRED.

The Event is governed by these event rules ("Event Rules") and the PUBG Terms of Service and License Agreement ("TOS"). Other important details and requirements and conditions of participations for the Event may be set forth on the page which linked to these Event Rules (the "Event Page") and through our official social media channels such as on Discord, Facebook, Instagram, YouTube, X, and TikTok. By submitting an entry to the Event, you are accepting the terms and conditions of participation on the Event Page, these Event Rules, and the TOS.

### 1. Event Sponsor

The sponsor of this Event is KRAFTON, Inc. located at 231, Teheran-ro, Gangnam-gu, Seoul, Republic of Korea 06142 ("Sponsor").

### 2. Submission Criteria

Entries must be submitted according to the specifications set forth in the Submission Guidelines. Entries must follow the community guidelines and terms of service of the platform used for the entry. Each entry is associated with the entrant who submitted it. The recorded time of submissions will be the date and timestamp of the received submission as displayed in UTC. Sponsor may reject any entries that are found, as determined by Sponsor in its sole discretion, to be in violation of these Event Rules. Automated entries are prohibited, and any use of automated devices will cause disqualification.

**3. Entrant Eligibility.** If the Submission Guidelines require submission through a KRAFTON ID, Discord, Steam or other account, the entrant must be a registered member of that account system. Any additional eligibility requirements can be found in these Event Rules and the Submission Guidelines. In the event of a dispute as to any entrant, the authorized holder of the associated account, email address, or username will be deemed to be the entrant. The "authorized holder" is the natural person assigned an account, email address,

or username by an Internet access provider, online service provider, social media channel or other organization responsible for assigning accounts, email addresses, or usernames. Each potential winner may be required to show proof of being the authorized holder. Entrants who are minors in their jurisdiction may participate with parental consent and to the extent they are within the game's recommended age rating for their region. If a winner is a minor, Sponsor reserves the right to require prize waivers/releases and a copy of these Event Rules signed by the minor's parent/guardian. Employees, directors, and officers of Sponsor, including its affiliate companies, any agents or third-party entities involved in administering the Event, and their immediate family (spouse, parents, siblings and children) and household members are not eligible to participate.

**4. Event Period.** The Event will take place during the Event Period specified in the Submission Guidelines. Sponsor's computer is the official time-keeping device for the Event. Sponsor may reject any entries that are found, as determined by Sponsor in its sole discretion, to be in violation of these Event Rules. Automated entries are prohibited.

## **5. Winner Selection and Notification**

The potential winner(s) will be selected through the method specified in the Submission Guidelines. Sponsor will notify winners as specified in the Submission Guidelines, which may include in-game message, direct message, or email. Depending on the Event, entrants residing in certain jurisdictions must correctly answer, unaided, a time-limited mathematical skill-testing question administered by Sponsor prior to being confirmed as a winner. A winner must respond to any notices sent from Sponsor where a response is requested or required, and provide any requested information to receive the prize. Failure to so respond will result in forfeiture of the prize and, at Sponsor's discretion, disqualification of the winner. If a winner is disqualified, Sponsor may, but is not obligated to, award the prize to an alternate winning entry. Sponsor is not responsible for any delay or failure to receive or understand communications or these Event Rules for any reason, including inactive account(s), technical difficulties associated therewith, or the winner's failure to adequately monitor, any account. By entering the Event, each entrant allows Sponsor to use their name, photograph, likeness, voice, opinions, information, biographical information, hometown and jurisdiction of residence for publicity and promotional purposes without further compensation where permitted by law. Sponsor may additionally require the winner, and any other individuals appearing in the winner's entry, to sign a declaration of eligibility, liability release and/or a publicity release.

## **6. Prize(s)**

The prize(s) available to be awarded for the Event are indicated in the Submission Guidelines. Prize(s) will be distributed as set forth in the Submission Guidelines, subject to Sponsor's verification of the winner(s). Unless otherwise noted in the Submission Guidelines, the winner(s) will be sent their respective prize(s) by the method stated in the Submission Guidelines, which may include in-game (e.g., via their in-game mail), or through their registered email address. The prize(s) will be subject to the terms of the issuer. No substitution, assignment, return or transfer of the prize(s) is permitted, except as determined by Sponsor, who has the right and sole discretion to substitute the prize(s) with another of comparable or greater value. TAXES AND ANY OTHER COSTS ASSOCIATED WITH PRIZE ACCEPTANCE AND USE, IF ANY AND AS REQUIRED BY LAW, ARE THE SOLE RESPONSIBILITY OF THE WINNER.

Prize(s) returned as undeliverable or, as applicable, not claimed within fifteen (15) days after delivery of notification will be forfeited. Prize(s) are not transferable. No substitutions or exchanges (including for cash) of any prize(s) will be permitted, except that Sponsor reserves the right to substitute a prize for another prize. Unless otherwise set forth in the Submission Guidelines, limit one prize per person per Event. All prize(s) are provided "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

## **7. Conditions of Participation**

By submitting an entry for the Event, you agree to abide by these Event Rules and any decision Sponsor makes regarding the Event, which Sponsor or its designees shall make in their sole discretion. Sponsor reserves the right to disqualify and prosecute to the fullest extent permitted by law any participant or winner who, in Sponsor's reasonable suspicion, tampers with Sponsor's site, the entry process, intentionally submits more than the allowed entries, violates these Event Rules or the TOS, or acts in an unsportsmanlike or disruptive manner. Any cheating or defrauding of the Event systems is strictly forbidden and will lead to the complete disqualification of your entry, disqualification from future promotions, and legal action for damages incurred from you to the fullest extent permitted by law.

**8. Intellectual Property.** Ownership of the pre-existing underlying intellectual property of the entrant remains the property of the entrant subject to Sponsor's rights to reprint, display, reproduce, perform, use, and exhibit the entry for the purpose of administering

and promoting the Event and for Sponsor's marketing and advertising purposes. By participating in the Event, each entrant grants to Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual, transferable license, with the right to sublicense, to reprint, display, reproduce, perform, use, modify, remake, and exhibit (including the right to make derivative works of) the entry and materials and information submitted on and in connection with the Event or use or receipt of the prize for any and all purposes in any medium. Each participating entrant hereby warrants that any entry and other materials and information provided by entrant are original with entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and do not violate any rules or regulations. If the entry or information or materials provided by entrant contain any material or elements that are not owned by entrant and/or which are subject to the rights of third parties, entrant represents he or she has obtained, prior to submission of the entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the entry and information and materials by Sponsor in the manner set forth in the Event Rules without additional compensation.

Each entrant warrants and represents as follows for any entry and other materials and information provided by entrant related to participating in the Event ("Entrant Content"):

- (a) except with respect to Sponsor's intellectual property, Entrant owns all rights to the Entrant Content and all Entrant Content constitutes original works of authorship of entrant;
- (b) Entrant Content does not violate or infringe upon the copyrights, trademark or other proprietary right of any other person or entity;
- (c) Entrant Content does not violate any rules or regulations; and
- (d) Entrant Content does not contain information considered by Entrant or any other third party to be confidential.

Entrant agrees that Sponsor has the right to verify the ownership and originality of all entries. Entrant understands and acknowledges that in the event an entry is selected as a winning entry, and entrant's ownership, rights, and the originality of the entry cannot be verified to the satisfaction of Sponsor or is in any other way ineligible, Sponsor may select an alternate winner. Except to the extent prohibited by law, entrants waive the benefit of any "moral rights" or "droit moral" or similar rights in any country to Entrant Content. Other than for the sole and limited purpose of participating in the Event, these Event Rules grant no license, permission, or rights to use Sponsor's content, game content, or any Sponsor intellectual property for any other purpose whatsoever.

**9. Disclaimer, Release and Limit of Liability.** SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR

PARTICIPATION IN THE EVENT. BY ENTERING AN EVENT OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/EVENT AGENCIES, EVENT PLATFORM PROVIDERS, PRIZE PROVIDERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN ANY EVENT OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN AN EVENT; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE EVENT; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE EVENT OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS, DATA, OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE EVENT(S) OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in that Event, provided that if it is not possible to award another entry due to discontinuance of the Event, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a choosing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. In the event Sponsor is prevented from continuing with the Event(s) as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, 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 Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, or terminate the Event(s). The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

**10. Governing Law and Jurisdiction.** Entrants agree to be bound by these Event Rules and by the decisions of Sponsor, which are final and binding in all respects. To the extent

permitted by applicable laws, these Event Rules and the Event shall be governed by and construed under the laws of the Republic of Korea, and any disputes arising out of or in connection with this Agreement shall be resolved individually, without resort to any form of class action and finally settled by arbitration by the Korean Commercial Arbitration Board ("KCAB") in accordance with the International Arbitration Rules of the Korean Commercial Arbitration Board. The number of arbitrators shall be one. The seat, or legal place, of arbitral proceedings shall be Seoul, the Republic of Korea. The language to be used in the arbitral proceedings shall be English. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

**11. Personal Information.** Entrants may be required to provide personal information during the course of the Event, such as their username, email, KRAFTON ID, Steam account information, in-game name and/or social media handles. This information will be used to promote and administer the Event, contact winners, deliver prizes, and as otherwise specified in Sponsor's privacy policy available at <https://accounts.krafton.com/privacy-policy>. Without limiting the rights of Sponsor under its privacy policies available here with regard to its use of personal information, by participating in either Event entrants are consenting to the collection, use and processing of their personal information as set forth in these Event Rules and the privacy policy mentioned above, as well as any further processing of personal information willingly provided to Sponsor during an entrant's participation in the Event.

**12. Languages.** These Event Rules may be made in multiple language versions. In the event of a dispute as to the terms of different language versions, the English version shall prevail.

**13. No Affiliation with Social Media Channels.** The Event is in no way sponsored, endorsed or administered by, or associated with, any of the social media channels used in connection with the Event.

**14. Rights Reserved.** Sponsor reserves the right to cancel, change, or suspend the Event if cheating or other extenuating circumstances affect the fairness or integrity of the Event. This right is reserved whether the circumstances are due to human or technical error. If a

solution cannot be found to restore the integrity of the Event, we reserve the right to select winners from among all eligible entries received before we had to cancel, change or suspend any or all of the Event.

15. **Miscellaneous.** In the event of any inconsistency between these Event Rules and the Submission Guidelines, the Submission Guidelines will control, but only to the extent of that inconsistency. Sponsor reserves the right to change these Event Rules at any time, in its sole discretion, and to suspend or cancel the Event or entrant's participation in the Event should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Event or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Event as planned. Entrants who violate these Event Rules, tamper with the operation of the Event or engage in any conduct that is detrimental or unfair to Sponsor, the Event or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Event. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Event. ALL DECISIONS BY SPONSOR ARE FINAL. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THESE EVENT RULES, PLEASE DO NOT ENTER THE EVENT.

16. **Winners List.** To the extent applicable and legally required, you may submit a request for a list of the winner(s) by sending a self-addressed, stamped letter containing your request and the Event name to KRAFTON Legal Department, 231, Teheran-ro, Gangnam-gu, Seoul, Republic of Korea 06142. This letter must be postmarked within 6 weeks of the expiration of the Event Period for the applicable Event.

For any feedback or questions regarding these Event Rules, the Events, winners, or prize(s), you can contact Sponsor at the PUBG Help Center ([support.pubg.com](https://support.pubg.com)).