

# KARDS 2020 World Championship

## Official Rules

### OVERVIEW

These are legally binding rules for the KARDS World Championship

1. Here, we explain who is eligible to participate in the KARDS World Championship.
2. We also explain what Participants can and cannot do during the KARDS Championship, as well as disclaimers and liability.
3. Our Privacy Policy explains how we collect, use and protect information from Participants.
4. Please also see our KARDS User Agreement which contains basic rules about playing KARDS.
5. If you have any questions at all about these rules, please contact [support@1939games.com](mailto:support@1939games.com) or [olafur@1939games.com](mailto:olafur@1939games.com).

### 1. ABOUT THESE RULES

1. General. These official rules (“Rules”) govern the tournament system for our video game ‘KARDS’ (“KARDS”) which we are calling the “KARDS World Championship”.
2. Parties. These Rules form a legally binding contract between Participants and 1939 Games hf., Eyjarslóð 7, 101 Reykjavik, Iceland (we will further call ourselves “1939 Games”, “we” or “our”). “Participant” means any person participating in the KARDS World Championship and any other applicable person notified of these Rules by 1939 Games, and “Participants” means all of them.
3. Additional Documents. In addition to these Rules, Participants must comply with the KARDS User Agreement (which contains basic rules about playing KARDS and is available at [store.steampowered.com/eula/544810\\_eula\\_0](https://store.steampowered.com/eula/544810_eula_0)) and our KARDS Privacy Policy (which explains how we collect, use and protect information of Participants and is available at [support.kards.com/hc/en-us/articles/360034483591-1939-Games-Privacy-Policy](https://support.kards.com/hc/en-us/articles/360034483591-1939-Games-Privacy-Policy) , so please read these documents carefully since these documents are also legally binding on you. If there are any differences between these Rules and the KARDS

User Agreement or 1939 Privacy Policy, these Rules will take priority in relation to KARDS World Championship specific matters.

4. Acceptance. Participants must formally accept these Rules, the KARDS User Agreement and 1939 Privacy Policy in order to participate in the KARDS World Championship. Participants will be deemed to accept these Rules by participating in any part of the KARDS World Championship. If a Participant does not accept or fails to comply with these Rules, he/she must not participate in the KARDS World Championship.

## 2. ENTRY ELIGIBILITY

1. Age. Participants aged 18 or over are eligible to participate in the KARDS World Championship. Participants aged between 13 and 17 must ask their parent or guardian to review and approve these Rules on their behalf (because in some countries people under a certain age cannot fully enter legally into contracts like these Rules). We are sorry but Participants aged under 13 are not allowed to participate in the KARDS World Championship.
2. Accounts. To be eligible to participate in the KARDS World Championship, Participants must have authorised access to a KARDS account and both Participants and their accounts must be in good standing (e.g. not subject to any bans) at the start of and throughout the KARDS World Championship. Participants must only participate in the KARDS World Championship using their own KARDS account or for certain stages of the tournaments, an account provided by 1939 Games.
3. Platforms and Location. Participants will be eligible to participate in the KARDS World Championship: (a) across all platforms on which KARDS is officially supported (currently PC); and (b) if they are a legal resident of a territory in which KARDS is made available.
4. Prohibited Entrants. Employees, contractors, agents or suppliers of 1939 Games, or any KARDS World Championship commercial partners or their employees or contractors are not eligible for and may not participate in the KARDS World Championship. This also applies to any persons connected to such persons, including family or household members.
5. Other Eligibility Criteria. 1939 Games retains sole and absolute discretion regarding who may and who may not participate in the KARDS World Championship. We may designate additional eligibility criteria for Participants to participate in the KARDS

World Championship if we consider it reasonably necessary (e.g. prohibiting residents from certain territories from competing in the KARDS World Championship due to legal or regulatory requirements).

## 3. KARDS World Championship Structure

### 3.1. Structure

The KARDS World Championship will structure will be the following:

- 128 players are qualified through the in game ladder
- 128 players play a 7 round Bo3 swiss tournament, top 8 qualify for the final 16
- 120 players play a 7 round Bo3 swiss tournament, top 8 qualify for the final 16
- Final 16 players play a single elimination bracket with bo3 series apart from the finals and third place match which is a Bo5.

We will collectively refer to all instances of the KARDS World Championship that are organised and run by 1939 Games as the “KARDS World Championship”.

### 3.2. Dates

Dates for the KARDS World Championship are:

7th-8th of November - Swiss Weekend 1

14th-15th of November - Swiss Weekend 2

21st-22nd of November - Top 16 bracket (down to top 4 players)

5th-6th of December - Grand Finals weekend

### 3.3. Finals stage

1. Participant Qualification Criteria. Players had the opportunity to qualify for the later stages of the world championship through the in game competitive ladder. Players are qualified to join the Finals of the KARD World Championship to be played online and broadcast on 1939 Games’ media channels.
2. Replacement Participants. If for any reason a qualifying Participant cannot attend the Finals (e.g. due to scheduling or visa issues or because a Participant’s invite has been withdrawn by 1939 Games), 1939 Games will invite the Participant with the next highest point from the Officer club leaderboard.

3. Prize Money. Prize money will be awarded to Participants of the Finals Stage as detailed below. Additional important information concerning prize money can be found in section 6 (Prize Money).

## 4. CONTACT

Participants agree that 1939 Games and its Affiliates, partners and licensors may contact them (via the email address associated with their KARDS account and any other contact information provided by Participants) for the purpose of carrying out the KARDS World Championship and obligations associated with it (e.g. where 1939 Games invites eligible Participants to attend 1939 Games Tournaments or needs to contact them regarding it). All information will be used and stored in accordance with the 1939 Games Privacy Policy (see further section 11.3 (Data Protection)). 1939 Games reserves the right to withdraw any invite if it has not heard from a Participant within 72 hours of such invite or any further communication being sent by 1939 Games.

## 5. FORFEITING

A Participant will be deemed to immediately and automatically forfeit his/her Match (which will result in an automatic loss for that Match, unless decided otherwise by the Administrator) in any KARDS World Championship tournament if he/she:

1. breaches these Rules or the KARDS User Agreement;
2. colludes or attempts to collude with any opponents (including intentionally throwing a Match or informing other Participants of an opponent's strategy); and/or
3. purposefully disconnects from a Match whether before or after the first card is played.

## 6. PRIZE MONEY

1. Prize money will be awarded to the KARDS Tournament winners as detailed in the applicable sections above, subject to the winning Participants' full compliance with these Rules and other applicable rules and requirements.

2. Payment of applicable prize money will be within sixty (60) days from the completion of the relevant KARDS Tournament.
3. Prize money will be paid inclusive of any and all charges, duties and taxes (including but not limited to value added tax, sales tax or similar taxes and any applicable withholding tax required to be charged by 1939 Games) and in accordance with any applicable laws and regulations.
4. Participants must provide 1939 Games on request with any documents and information required for the payment of prize money, which could include (but not be limited to) any documentation required by applicable governments or authorities and/or information from the Participant for anti-money laundering and/or anti-fraud purposes in accordance with applicable legal requirements and regulations 1939 Games is subject to.
5. Participants will be solely responsible for the payment of any national, federal, state, local or other taxes of any kind in relation to any prize money.
6. No substitution or exchange of prize money will be permitted and prizes are not assignable, giftable or otherwise transferable to other persons.
7. If any winning Participants are less than 17 years old, prize money will need to be accepted on their behalf by their respective parent or guardian, subject to any applicable laws and regulations.
8. Prize money will be paid directly to the bank account of the relevant Participant (or their respective parent or guardian, if applicable).
9. The payment of applicable prize money will be subject to compliance with any applicable laws and regulations.

## 7. CONDUCT

1. KARDS User Agreement. It is a condition of participation in the KARDS World Championship that Participants must fully comply at all times with the KARDS User Agreement. This includes (but is not limited to) section 8 (Rules For Using KARDS) in particular, which contains rules on hacking, griefing, cheating, power levelling, account misuse and inappropriate behaviour. The remainder of this section 14 (Conduct) contains additional rules that supplement those in the KARDS User

Agreement and apply to the KARDS World Championship. All of these rules apply throughout the KARDS World Championship and regardless of whether or not Participants are actually attending or involved in KARDS World Championship events at the time.

2. Behaviour. Participants are expected to conduct themselves to the highest standards of integrity and good sportsmanship throughout the KARDS World Championship.

This includes:

1. attending KARDS World Championship events on time;
  2. treating other Participants, sponsors, staff, fans, leagues, Third Party Tournament organisers and 1939 Games with respect and courtesy;
  3. complying with all policies and rules that may be introduced and notified to Participants from time to time;
  4. not using profanity or obscenities or otherwise acting inappropriately, such as through names/tags, game chat, lobby chat or at any live event or broadcast;
  5. not acting in any way which may be considered violent, threatening, harassing, discriminating, racist, sexist or intimidating (physical or non-physical) towards other Participants, sponsors, staff, fans, leagues, Third Party Tournament organisers and/or 1939 Games; and
  6. not acting or becoming involved in any situation or event which brings (or could bring) himself/herself, other Participants, 1939 Games and/or its Affiliates and/or KARDS into public scandal, disrepute or ridicule or which shocks or offends the community or reflects unfavourably on KARDS and/or 1939 Games.
3. Cheating. Cheating of any kind will not be tolerated and includes (but is not limited to) any of the following, whether actual, attempted, direct, indirect, intentional or otherwise:
    1. match-fixing, colluding with others (which includes without limitation sharing prize money with other Participants) or taking any action intended to alter or interfere with the results of any part of the KARDS World Championship;
    2. 'ghosting' (i.e. watching or monitoring an opponent's live-stream in order to unfairly gain any sort of competitive advantage);
    3. using any bugs, glitches or exploits in the game;
    4. using someone else's account, aside from an account which 1939 Games or a Third Party Tournament organiser specifically provides to Participants for the KARDS World Championship; and
    5. bringing notes, decklists, documents, books or any other items that may be used to gain unfair advantage during the Tournament to the gaming area unless usage of such items was specifically approved by 1939 Games or a Third Party Tournament organiser. If in doubt, please ask a tournament

admin first.

4. Restricted Sponsorships. To preserve the reputation of the KARDS World Championship and 1939 Games, sponsors in the following categories are not permitted for any Participant participating in the KARDS World Championship (“Restricted Sponsorships”):
  1. alcohol;
  2. tobacco, cigarettes, e-cigarettes or vaping products;
  3. pornography or other adult materials;
  4. firearms or other weaponry;
  5. gambling or betting services/products/websites;
  6. key-selling marketplaces;
  7. sellers of or marketplaces for counterfeit or illegal items (virtual or otherwise);
  8. political campaigns;
  9. charities that are substantially religious or political in nature;
  10. any product or service that conflicts and/or competes with any of 1939 Games’s own sponsors or those of its commercial partners; and
  11. any other products, goods or services deemed to be detrimental or inappropriate by 1939 Games.
  
5. Participants must not in any way (whether directly or indirectly, intentionally or otherwise) show, mention, talk about, refer to, use the products or services of or wear clothing featuring the name or branding of, or otherwise be connected with, any Restricted Sponsorships at any point throughout the KARDS World Championship. 1939 Games may update the above list at any time at its sole and absolute discretion.

## 9. MEDIA RIGHTS AND INTELLECTUAL PROPERTY

1. Participant Materials. A Participant will remain the owner of his/her own name, tag, nickname, initials, likeness, image, picture, photography, animation, persona, autograph/signature, voice, statistics, biographical information and/or any and all other personal indicia, identifying characteristics or information, together with all Intellectual Property Rights (defined below) in the same (“Participant Materials”), subject to the licences granted to 1939 Games and its Affiliates in these Rules.

2. Licences. Each Participant grants to 1939 Games and its Affiliates a non-exclusive, worldwide, transferable, sub-licensable, perpetual, irrevocable and royalty-free licence and right to copy, edit, promote, advertise, market, display, sponsor, host, store, broadcast or otherwise use his/her Participant Materials in connection with KARDS, the KARDS World Championship and 1939 Games which will include (but not be limited to) the right for 1939 Games and its Affiliates to display his/her Participant Materials: (a) on websites, social media (e.g. Facebook, Twitter and YouTube) and editorial content relating to KARDS, the KARDS World Championship and 1939 Games; (b) in connection with the webcast, streaming, telecast, broadcast and other distribution of the KARDS World Championship; and (c) otherwise in connection with the marketing, advertising, sponsorship, promotion and other exploitation of KARDS, the KARDS World Championship and 1939 Games ("Promotional Activities"). 1939 Games and its Affiliates may use Participant Materials in the Promotional Activities at their discretion without requiring a Participant's prior approval and without any form of payment or remuneration to Participants. Each Participant hereby waives and releases any and all claims against 1939 Games and its Affiliates in respect of any moral, personal and publicity rights (including, so far as is possible, any equivalent or similar rights in any territory of the world) in the Promotional Activities and any other use of the Participant Materials by 1939 Games and/or its Affiliates.
3. 1939 Games Ownership. 1939 Games will be the sole and exclusive owner of: (a) KARDS; (b) the KARDS World Championship; (c) any materials produced in relation to the Promotional Activities; (d) any ideas, suggestions, proposals, improvements, enhancement or feedback of any kind that Participants provide to 1939 Games in relation to KARDS, the KARDS World Championship and/or 1939 Games; (e) data and statistics relating to the KARDS World Championship, including all feeds and data streams of such data and statistics; (f) these Rules; (g) all 1939 Games materials accompanying all the same; and (h) any updates or modifications to the same, in each case with all Intellectual Property Rights in them.
4. In the Rules: "Intellectual Property Rights" means any and all copyright, trade marks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights, database rights, patents, rights in inventions, know-how, trade secrets and confidential information, rights in databases, rights in computer software, moral rights, publicity rights, performance rights, synchronisation rights, mechanical rights, publishing, rental, lending and transmission rights and other intellectual property and exploitation rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registrable including all granted applications and all

applications for registration, division, continuation, reissuance, renewals, extensions, restorations and reversions regarding any of the same.

## 10. COMPLIANCE, DECISIONS AND SANCTIONS

1. Compliance Monitoring. 1939 Games reserves the right at its discretion to monitor Participants' compliance with these Rules and the KARDS User Agreement and Participants agree to promptly provide evidence of their compliance with the same upon request by 1939 Games.
2. Investigations. 1939 Games may at its discretion carry out investigations into any actual or suspected breach of these Rules and Participants (and if applicable their parent or guardian) agree to promptly provide all required assistance to 1939 Games in relation to the same. Failure by Participants and/or their parent or guardian to cooperate with any such investigation is itself a breach of these Rules.
3. Sanctions. 1939 Games and its Affiliates may at its discretion impose sanctions for any breaches (whether actual, attempted, directly, indirectly, intentionally or otherwise) of these Rules and the KARDS User Agreement. Sanctions available include (but are not limited to):
  1. issuing formal or informal warning notices to Participants (in private or public);
  2. withdrawing Participant invites to any KARDS World Championship events;
  3. temporarily or permanently suspending or disqualifying Participants from the KARDS World Championship (in whole or in part, including from any Third Party Tournaments);
  4. revoking previously awarded prizes or titles (in whole or in part);
  5. terminating Participants' KARDS accounts;
  6. requiring Participants to change their in-game names/tags;
  7. banning Participants from participating in future KARDS and/or 1939 Games tournaments and events.
4. Decisions. Any decisions made and sanctions imposed by 1939 Games and its Affiliates in connection with the KARDS World Championship are final and binding with no right of appeal. This includes (without limitation) 1939 Games's determination on matters in relation to forfeiting (see section 11 (Forfeiting)) and Participant conduct (see section 14 (Conduct)). 1939 Games will make reasonable efforts to provide written reasons for its decisions and sanctions and to give reasonable notice

of the same (subject to the requirements of operating the KARDS World Championship efficiently).

## 11. GENERAL

1. **Assumption of Risk.** Participants understand and agree that there are risks involved with professional esports, including but not limited to eye damage, carpal tunnel syndrome, repetitive stress injuries and other damage associated with extended periods of computer-based work. To the fullest extent permitted by law, Participants hereby expressly assume all risk of injury or damage to their person or property while voluntarily choosing to be involved in the KARDS World Championship.
2. **Compliance With Laws.** Participants must comply with all applicable laws and regulations applicable to their participation in the KARDS World Championship. Please remember that we are subject to various laws and we may be required to comply with law enforcement and/or other legal requirements.
3. **Data Protection.** Any personal data collected from Participants in connection with their participation in the KARDS World Championship by 1939 Games, its Affiliates or by a third party on behalf of 1939 Games, will be subject to our 1939 Games Privacy Policy. Participants hereby authorise 1939 Games to share data with its Affiliates and partners for the purpose of running the KARDS World Championship and for other purposes described in the 1939 Games Privacy Policy. Any personal data collected from Participants by third parties (including Third Party Tournament organisers) for their own separate purposes will be governed by the privacy policies of the relevant third parties.
4. **Confidential Information.** Participants must keep any Confidential Information (defined below) of 1939 Games and its Affiliates confidential and secure and must not disclose or communicate it to any third party, except their professional representatives or advisors or as required by law. For the purpose of these Rules, "Confidential Information" means any information or materials disclosed by 1939 Games and/or its Affiliates which: (a) would be regarded as confidential by a reasonable business person; (b) is identified as "Confidential"; or (c) is generally not publicly available.
5. **Language.** These Rules are prepared in the English language. If any non-English translations of these Rules are prepared, in the event of any discrepancy or conflict between the English and non-English versions, the English version will prevail. All

matches during the KARDS World Championship will be held using the English version of KARDS.

6. No Employment Relationship. These Rules do not create any exclusive relationship between Participants and 1939 Games nor any partnership, joint venture, employment or agency.
7. Assignment. 1939 Games can assign, subcontract or transfer these Rules to a third party or another member of its group if necessary for the support of KARDS or the KARDS World Championship, including as part of any reorganisation or merger or for other business reasons.
8. Waiver. No failure or delay by 1939 Games to exercise any right or remedy provided under these Rules or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by 1939 Games will preclude or restrict the further exercise of that or any other right or remedy.
9. Severability. If any court or competent authority finds that any provision of these Rules (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Rules will not be affected.
10. Entire Agreement. These Rules, together with any other documents referred to in them and any other documentation required by 1939 Games in relation to the KARDS World Championship, contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that, in entering into these Rules, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Rules.
11. Dates, Times and Locations. All dates, times and locations stated throughout these Rules are provisional and subject to change at 1939 Games's discretion.

## 12. Legal

PARTICIPANTS ACKNOWLEDGE AND AGREE THAT THEY ARE INVOLVED IN THE KARDS World Championship AS A PROFESSIONAL ESPORTS PROGRAM AND ACCORDINGLY THEY ARE ACTING IN THE COURSE OF A BUSINESS AND NOT AS CONSUMERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE AS FOLLOWS:

1939 Games, its Affiliates, partners and licensors disclaim any implied or express warranties or representations regarding KARDS and/or the KARDS World Championship. This includes without limitation any allegations of: (i) negligence; (ii) lack of satisfactory quality, merchantability or fitness for purpose; (iii) the existence of any faults or errors; and/or (iv) infringement of any third party intellectual property rights. KARDS and the KARDS World Championship are provided on an "AS IS", "AS AVAILABLE" basis without warranties or representations of any kind, express or implied. To the fullest extent permitted by applicable law, 1939 Games disclaims all warranties, express or implied, which might apply to KARDS and/or the KARDS World Championship, including without limitation: implied warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose, any warranties that may arise from course of dealing or course of performance or usage of trade, freedom from viruses or errors or defects, and/or any warranties as to the accuracy, legality, reliability or quality of any content or information contained within KARDS and/or the KARDS World Championship. 1939 Games does not warrant that KARDS and/or the KARDS World Championship will be uninterrupted or error-free, that defects will be corrected, or that KARDS will be free of viruses or other harmful components.

In no event will 1939 Games, its Affiliates, partners and licensors be liable to Participants for any loss, damage or harm of any kind arising from:

1. any corrupted, distorted, inaccurate, incomplete, damaged, late or lost data, communications or transmissions;
2. hardware, software, internet, network, electronic or other computer-related malfunctions or failures; and/or
3. any printing or typographical errors in documents or materials for the KARDS World Championship or KARDS.

In no event will 1939 Games, its Affiliates, partners and licensors be liable to Participants for any loss of earnings, profits, charges or expenses, loss of data or any corruption or loss of information, loss of business opportunity, reputational loss or harm, or any special, exemplary, indirect, consequential or punitive loss or damage or disruption of any kind, in any case, whether based on breach of contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, whether or not the relevant party has been advised of the possibility of such damage. To the extent required by applicable law, this exclusion does not apply in the case of personal injury, death or fraud.

THE TOTAL LIABILITY OF 1939 GAMES AND ITS AFFILIATES, PARTNERS AND LICENSORS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER IN CONNECTION WITH THE KARDS World Championship, THESE RULES AND/OR ANY COLLATERAL CONTRACT WILL IN NO CIRCUMSTANCES EXCEED THE AMOUNT OF \$6,000 (SIX THOUSAND USD).

PARTICIPANTS AGREE TO INDEMNIFY AND HOLD HARMLESS ON DEMAND 1939 GAMES, ITS AFFILIATES, LICENSORS AND PARTNERS (AND KEEP THEM INDEMNIFIED AND HELD HARMLESS) FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING LEGAL FEES, IN CONNECTION WITH: (1) ANY ACTUAL OR ALLEGED BREACH OF THESE RULES; AND (2) ANY ACTUAL OR ALLEGED UNAUTHORISED USE BY PARTICIPANTS OF 1939 GAMES' INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIAL INFORMATION. IF CLAIMS ARE BROUGHT AGAINST 1939 GAMES, ITS AFFILIATES, LICENSORS AND/OR PARTNERS, PARTICIPANTS AGREE TO FULLY COMPLY WITH 1939 GAMES AND 1939 GAMES RESERVES THE RIGHT TO TAKE OVER THEIR DEFENCE. PARTICIPANTS WILL NOT SETTLE ANY SUCH CLAIMS WITHOUT 1939 GAMES' PRIOR WRITTEN CONSENT.

Participants agree that any loss, damage or harm they suffer are not irreparable or sufficient, and other remedies will be adequate, such that Participants are not entitled to injunctive or other equitable relief against 1939 Games, its Affiliates, partners and licensors.

## 13. Changes

1939 Games reserves the right in its sole and absolute discretion to update, patch or improve KARDS and/or the KARDS World Championship at any time in order to (without limitation) fix exploits and bugs as well as add features or rebalance KARDS.

## 14. Changes to the Rules

1939 Games reserves the right to edit, change, delete or add to these Rules in its sole and absolute discretion at any time and will use reasonable efforts to inform Participants when it does so. If Participants do not agree to those changes (regardless of whether they contact us), then Participants must not participate in the KARDS World Championship.

## 15. Questions

For any questions or comments about these Rules, please contact [contact@1939games.com](mailto:contact@1939games.com).