

Marvel Rival Third Party Tournament Rules Tier 2

NetEase	UK NetEase Interactive Entertainment Limited, Cannon Place, 78 Cannon Street, London, United Kingdom, EC4N 6AF
Event Organization	<p>Pursuant to this <i>[Marvel Rivals Tier 2 Community Tournament Rules]</i> ("Rules") NetEase allows you to organize a tournament as indicated in "Third-Party Event Hosting Form" ("Event") subject to NetEase review and approval of your application.</p> <p>If you wish to organize an Event, you must submit your application to NetEase via "Third-Party Event Hosting Form" at least three (3) months prior to the start date of your Event. Once the application is submitted, NetEase will inform you within 30 days whether your Event is approved. If NetEase does not reply, it means your application has been rejected.</p> <p>Following the receipt of approval from NetEase, you may proceed with your Event provided that you strictly adhere to these Rules.</p> <p>Please read these Rules carefully and remember that we reserve the right to act against you or the Event if we believe that the Event violates the Rules or the rights of NetEase or its licensors, or is otherwise inappropriate or harmful.</p>
Event Format	You are free to decide the format of your Event, but you must ensure it is easy to understand for the players, and it is in line with best practices within the e-sport industry.
Non-Profit, Entry Fee & Sponsors	<p>Your event must be strictly non-profit, and you may not retain revenue, compensation or profit received from any advertisement, sponsorship, entry fees, crowdfunding or other sources (this money must be used to fund the cost of the event or the prizing).</p> <p>You can accept third party sponsors provided that their contributions do not exceed 100,000 USD or the equivalent in local currency. Furthermore, the following categories of sponsors are not allowed:</p> <ul style="list-style-type: none"> • Other video game companies • Gambling operators, cryptocurrency companies and unregulated financial institutions, • Tobacco, alcohol & pharmaceutical companies • Any companies that create or allow for creation of adult content or are generally known for the distribution or promotion of adult content. • Illegal goods and services as well as goods and services that are not appropriate for the game audience. • Political candidates or ballot initiatives. • Religious products or services. • Any other sponsor that NetEase and/or its Licensors may reasonably deem to be adverse or inappropriate for the Marvel Rivals community.

	<p>We may revise this list from time to time by posting a new version of these Rules on the dedicated website and you agree to always comply with the latest version of the prohibited sponsors list.</p>
Advertising	<p>You are allowed to run advertising during the broadcast of your Event provided this advertising is for non-profit purposes, and such advertising complies with these Rules and applicable laws, does not infringe on rights of third parties and is not harmful to NetEase, Marvel or any third person.</p>
Prizes	<p>The total prize pool for your event should not exceed 100,000 USD or its equivalent in local currency. When giving any rewards, you must make sure it complies with applicable legal and tax rules.</p>
Your Obligations	<p>You're fully in charge of your Events, and that includes covering all costs and making sure the Event complies with the Rules and all applicable laws.</p> <p>You must in particular:</p> <ul style="list-style-type: none"> • If you're individual, be of legal age under the national laws of country where you organize your Event. • Ensure players are old enough and meet all applicable legal criteria to participate in the Event or their legal guardians agree for their participation. • Get all necessary permission, agreements and documents from third parties. • Have clear rules for your Event and make sure the participants, sponsors, and audience follow them. Your rules must expressly forbid any toxic, illegal, mean-spirited or otherwise inappropriate behaviour and must ensure that these terms and applicable laws are strictly complied with. • Ensure that the advertising of the Event complies with applicable laws and regulations including ESRB age rating requirements or its equivalent. • respect and ensure the participants respect, our Marvel Rivals Terms of Use and any other official documents, communications and guidelines from NetEase. <p>You mustn't:</p> <ul style="list-style-type: none"> • Do anything that would be contrary to these Rules or harmful to NetEase, Marvel, Marvel Rivals community or any third person. • Engage, facilitate or encourage any form of betting and gambling. • Create any Marvel Rivals merchandise nor sell any merchandise during your Event. • Allow any players whose accounts were banned by NetEase to participate in the Event. • Modify, adapt or change any of the Marvel Rivals assets for the purpose of your Event.
Broadcasting	<p>You may broadcast your competition online on platform of your</p>

	<p>choosing, provided that you (i) do not charge any kind of fees, (ii) comply with such platform rules, and (iii) ensure that the content is properly moderated to prevent any harmful behaviour or content. You cannot broadcast your Event in any other way, including on TV.</p>
<p>Use of logos</p>	<p>You may not to use the logos, trademarks, key visuals or company names of NetEase, Disney, Marvel and Marvel Rivals without explicit approval.</p> <p>You must also make it very clear to the participants that the event is not an official event organized by NetEase and/or Marvel. Please use the following statement in your rules and any marketing materials: "This event is not endorsed, approved or sponsored by NetEase Games or Marvel", unless NetEase instructs you otherwise.</p> <p>We also ask you not to use the following terms in your Event name: "Marvel", "Ignite", "Final", "NetEase", "Clash", "Official", "Cup" or any other terms previously used in the official Marvel Rivals tournaments.</p>
<p>Limited License</p>	<p>Subject to your compliance with these Rules and NetEase's approval of your Event in accordance with these Rules, NetEase grants you a non-exclusive, non-transferable, limited license (without the right to sublicense) limited to use and publicly display the Game during the event Events and prior to the Event for the Event promotion purposes as provided in these Rules. This license does not convey any ownership or title interest in the Game.</p> <p>NetEase reserves the right, in its sole discretion, to instruct you to take down or otherwise remove any NetEase trademarks or service marks used by the Game or NetEase's other products and services ("NetEase Assets") that have previously been displayed or distributed or prohibit future display or distribution of NetEase Assets for any reason, including as a result of your non-compliance with these Rules. You will have three (3) business days following receipt of written instructions from NetEase to take down or otherwise remove the NetEase Assets specified in NetEase's instructions.</p> <p>Marvel reserves the right, in its sole discretion, to instruct you to take down or otherwise remove any Marvel trademarks or service marks used by the Game ("Marvel Assets") that have previously been displayed or distributed or prohibit future display or distribution of Marvel Assets for any reason, including as a result of your non-compliance with these Rules. You will have three (3) business days following receipt of written instructions from Marvel to take down or otherwise remove the Marvel Assets specified in Marvel's instructions.</p>
<p>IP Ownership & Review</p>	<p>You acknowledge and agree that NetEase, and by extension Marvel, as the ultimate owner of all intellectual property related to the Game (including but not limited to trademarks, logos, characters, and key visuals), reserves the right to review and approve any and all uses of such intellectual property. This includes, without limitation, all marketing materials, promotional content, tournament branding, and social media assets created for your Event.</p> <p>Upon request by NetEase or Marvel, you must submit any such</p>

	<p>materials for prior review. NetEase and Marvel reserve the right, in their sole discretion, to require the modification or removal of any materials that have not been expressly approved or that are deemed inconsistent with the brand guidelines.</p>
Use of Event Footage by NetEase	<p>You agree and grant to NetEase as well as its licensors, affiliates and partners a perpetual, worldwide, non-revocable, royalty free license and right to use, distribute, modify without any limitations the content and footage created, generated or recorded during the Event. You are responsible to ensure that NetEase may use such content without limitations. Except as provided in this Rules, you are not getting any rights to the Marvel Rivals Game.</p> <p>NetEase may decide to promote or advertise your Event but has no obligation to do so.</p>
Personal Data	<p>You are entirely responsible as a data controller for all processing activities related of the organization of you Event. Independently, NetEase is responsible for processing activities related to operation of the Marvel Rivals game and issuance of this Rules but yours and NetEase processing activities shall be considered as separate.</p> <p>Please note that you may not collect any personal data on behalf of NetEase and NetEase does not give you any right to collect, exchange, share or access personal data of players that NetEase collects.</p> <p>Both you and NetEase commit to collecting and processing any personal data in accordance with all relevant laws and regulations governing personal data processing, including but not limited to Regulation (EU) 2016/679 (the "GDPR"), the California Consumer Privacy Act of 2018 ("CCPA"), and the Children's Online Privacy Protection Rule ("COPPA").</p>
Warranties	<p>You warrant and agree that:</p> <ul style="list-style-type: none"> • You will comply with applicable laws, regulations and guidelines, including privacy and data protection laws, third party platform requirements and any other applicable guidelines and regulations. • There are no third-party agreements or arrangements or other matters or situations that may or do materially impact or prevent you from organizing the Event. • You will respect, and ensure the participants respect, intellectual property rights of NetEase and all third parties. • You will, and ensure and each participant at your Events will, adhere to these Rules and refrain from any behaviour that may negatively impact other users' enjoyment of the Game, as determined by NetEase. You agree to make reasonable efforts to prevent participants from engaging in actions such as harassment or disrespectful behaviour, use of abusive or offensive language, match-fixing, unfair play, scamming or any illegal activity.
Limitation of liability	<p>NetEase, Marvel, and Disney shall not be liable in contract, tort (including negligence and breach of statutory duty),</p>

	<p>misrepresentation, restitution or in any other way for the following types of loss, which are excluded from this Agreement: 1) loss of profits, sales or business, or anticipated savings, or diminution in goodwill or reputation; or 2) any special or indirect or consequential losses in any case, whether or not such losses were within the contemplation of the Parties at Effective Date or were suffered or incurred in connection with the performance of this Agreement.</p> <p>The aggregate liability of NetEase, Marvel, and Disney to you resulting from any actual or alleged third-party claims, lawsuits, damages, liabilities, out-of-pocket costs and expenses, including reasonable outside attorneys' fees will not exceed two thousand US dollars (\$2,000 USD).</p> <p>Nothing in this clause shall exclude or limit any liability for death or personal injury caused by negligence, or for fraud, or any matter for which it would be unlawful to exclude liability.</p>
Indemnification	<p>You agree to defend, indemnify and hold harmless NetEase, Marvel, Disney and their respective affiliates, officers, directors, employees, and agents from any and all damages, claims, suits, actions, judgments, settlements, contributions, fines, penalties, costs, and expenses, including reasonable legal fees and costs. This obligation arises in connection with your Event and any actual or alleged unauthorized use by you of intellectual property of NetEase, Marvel, Disney and their respective partners, as well as any breach of this Rules or violation of the rights of NetEase, Marvel, Disney and their respective partners.</p>
Confidentiality	<p>If during the organization of your Event you learn or receive any information relating to NetEase or its Licensors that is not publicly available, such information shall be considered as strictly confidential and shall not be disclosed to anyone unless required by the law.</p>
Other Terms	<p>These Rules constitute a valid document that should be construed according to the laws of England and Wales. All rights granted to you under this Rules shall cease 30 days following the end of your Event, unless terminated or revoked by NetEase earlier as provided in this Rules.</p> <p>In addition, please note the following:</p> <ul style="list-style-type: none"> • NetEase reserves all rights not expressly granted in these Rules. NetEase reserves the right to revoke the authorization to organize the Event if you fail to adhere to the Rules, violates or promotes content contrary to Marvel Rivals Terms of Use, or adversely affects the business of NetEase or its partners. NetEase has sole discretion in interpreting and applying these conditions. Alternatively, NetEase can also instruct you on how to remedy potential breach, in which case you must comply with NetEase's written instructions within three (3) business days. • NetEase may decide to carry out investigation into actual or alleged breach of this Rules, in which case you agree to provide all required assistance and information related to the investigation and your failure to do so will be

	<p>deemed a material breach of this Rules.</p> <ul style="list-style-type: none">• Your organization of the Event does not create any exclusive relationship, nor any partnership, joint venture, employment or agency between you and NetEase• No failure or delay by a NetEase to exercise any right under this Rules or at law will be a waiver of that right.• We encourage amicable resolution. If any disagreement arises, we will attempt to resolve it amicable. If an amicable resolution is not possible, you agree that any dispute will be resolved in the courts of London.• NetEase reserves the right to change, revoke, or cancel these Rules and/or if NetEase deems it necessary and you agree to comply with the latest version of the Rules.
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