

## **FORTNITE 'ELIMINATION OF THE WEEK' COMPETITION TERMS AND CONDITIONS**

The Fortnite 'Elimination of the Week' competition (the "**Competition**") is a promotion run by Manchester City Football Club Limited (the "**Club**"). By entering, you fully agree and accept these Competition Terms and Conditions ("**Competition T&Cs**") together with any specific instructions and terms for such competition which may be mentioned on the relevant section of the website (the "**Competition Information**").

### **1. Who Can Enter**

The Competition is open to all individuals aged 13 and over who have a Fortnite account and engage with the new Manchester City-themed map, 'The Ladder', hosted on the platform ("**The Ladder**"). Proof of identity and age may be required.

If you are under 18 years of age you must have parental or legal guardian consent before participating in the Competition. The Club reserves the right to request that you provide contact details of a parent / legal guardian as part of the submission process and may contact your parent or legal guardian to verify such prior permission. The Club reserves the right in its sole discretion to request proof of eligibility and/or identity of you and/or your parent / legal guardian. If such proof is not produced on request, or if such proof cannot (in the Club's sole opinion) be sufficiently verified, the Club shall be entitled to disqualify the entrant from the Competition.

To enter the Competition, participants will be invited to share their best 'elimination' gameplay clips recorded within The Ladder in accordance with the requirements below. The aim is to share the best clip among those submitted by other participants. All entries must be submitted to the appropriate MCFC platforms during the Competition Period.

All entries must be made directly by the person entering the Competition and, if aged under 18, with the consent of a parent or guardian.

By entering the Competition you warrant that all information submitted by you is true, current, and complete.

### **2. How to Enter**

The Competition will run from 23 August 2024 until 18 October 2024 (the "**Competition Period**"). Any entries received outside the Competition Period will not be accepted.

Entry to the Competition is free for those with a Fortnite account and access to The Ladder, and no additional purchase is necessary.

To enter, please submit your entry clip by tagging @mancityesports in a post on Instagram, X (formerly Twitter), or TikTok using the competition hashtag #theladder during the Competition Period. To qualify for entry, the clip submitted must: (i) demonstrate your player eliminating their opponent in a 1v1 battle, (ii) be recorded within The Ladder, and (iii) be no longer than 30 seconds in length.

### **3. Other Conditions for Entry**

The following entries are not valid entries: (i) entries submitted using a method or technique designed to unfairly increase chances of winning; (ii) third party or bulk entries; (iii) entries made in breach of these Competition T&Cs; (iv) entries with inappropriate, illegal or offensive content; (v) entries received outside the Competition Period; (vi) dishonest entries, or (vii) entries made in violation of the rules of use and terms and conditions of the relevant social media site.

The Club may verify the validity of entries, disqualify any entrant and invalidate or recover prizes issued to an entrant following breach of these Competition T&Cs or if your conduct is contrary to the spirit or intention of the Competition. The Club deals with such prizes at its discretion.

No responsibility can be accepted for (i) any incorrect, inaccurate or incomplete entries or information provided or caused by an entrant or occurring during transmission or (ii) entries not received for whatever reason, including for entries lost, delayed or corrupted, or due to computer error in transit.

### **The Prizes**

There will be 5 prizes available in total each month (the “Prizes”). The Prizes will be allocated to entrants with the best elimination clips validly submitted to MCFC, as follows:

- The winner of each weekly draw will receive a prize selected by the Club. Prizes may include, but are not limited to, Club merchandise, replica shirts and/or a digital code to claim “V-Bucks”, Fortnite's in-game currency used to buy digital merchandise and in-game items, through Epic’s website; and
- The winner of each monthly draw will receive an additional prize selected by the Club. Prizes may include, but are not limited to, signed replica shirts and Club merchandise.

No cash alternative will be offered.

A Prize may be passed on to friends or relatives but you will still be held responsible for any actions involving the use of the Prize by the transferee. The Prize cannot be offered for sale. Other than as permitted pursuant to these Competition T&Cs, you may not transfer the Prize to anybody.

The Club reserves the right to offer an alternative or similar prize if a Prize becomes unavailable for any reason.

Use of a Prize is subject to these Competition T&Cs. By accepting the Prize, the winner (and any permitted transferee) agrees to comply with any and all applicable terms and conditions.

### **Selecting the Winner**

A winner will be selected by the Club each week during the Competition Period based on the best 'elimination' clip validly submitted to MCFC during that week (a “Weekly Draw”).

Each month, the winners of each Weekly Draw that took place during that month will also be entered into an additional prize draw, with a winner chosen at random by computerised generator and verified by the Club or its agents (the “Monthly Draw”).

Winners will be announced via @mancityesport’s X, TikTok and Instagram channels each Monday. If you are a winner, you will also be notified by direct message through the social media channel used to submit your winning entry.

In order to claim their Prize, (i) the winner of each Weekly Draw must provide a valid email address, and (ii) the winner of each Monthly Draw must provide a postal address for delivery.

Reasonable efforts will be made to contact the winner. If the winner cannot be contacted within one (1) week of notification, or is unable to comply with these Competition T&Cs, the Club reserves the right to offer the Prize to the next eligible entrant.

The Club is not liable for delayed or non-delivery of the Prize for any reason beyond its control, including but not limited to loss or theft in transit, any failure by you to accept delivery of a Prize for any reason, or any failure by you to provide the correct contact information.

The Club’s selection of the winners is final.

The Club reserves the right in its sole discretion to withhold delivery of the Prize until proof of eligibility and/or identity requested by the Club has been confirmed or if such proof is not produced on request or to disqualify the entrant from the Competition.

The winner is responsible for ensuring they are able to accept the Prize as set out and in accordance with these Competition T&Cs, in the event they are unable to do so then the Club reserves the right to redraw the prize.

#### 4. **Publicity**

By submitting an entry, you grant to the Club a world-wide, royalty free, perpetual and irrevocable licence to use any and all intellectual property in the footage you provide on the Club's official channels for future promotional, marketing and publicity purposes.

The winner agrees to participate in reasonable publicity relating to this Competition, including but not limited to having their Fortnite username and clips of winning footage published with their entry and used for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid and will co-operate with any other reasonable requests by the Club relating to any post-winning publicity.

#### 5. **General**

By submitting an entry, you promise that all information submitted as part of the entry is true, current and complete. The Club reserves the right to verify all entries.

The Club reserves the right to hold void, suspend, cancel or amend the Competition at any time as it sees fit and if voided, suspended or cancelled the Club is under no obligation to deliver the Prizes to any Competition entrant.

To the extent permitted by law, the Club is not liable for any loss, damage, injury or disappointment suffered in connection with the Competition or any delays or failure (in whole or in part) to perform any of its obligations if such delay or failure is caused by something beyond its control.

The Club will not be held responsible for the winner not taking advantage of the Prizes due to health or any other reason.

The Club's decision is final and binding. No correspondence will be entered into. Entry implies acceptance of these terms and conditions.

The Competition and these Competition T&Cs will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

The Club's Customer Services team may be contacted on +44 (0) 161 444 1894. The promoter is: Manchester City Football Club Limited (company no. 40946) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF.

This Competition is not sponsored, endorsed, or administered by Epic Games, Inc.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS EPIC GAMES, INC., ITS LICENSORS, ITS AND THEIR AFFILIATES, AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, AND OTHER REPRESENTATIVES FROM ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, LIABILITIES, AND EXPENSES RELATED TO THIS COMPETITION.

THE INFORMATION PARTICIPANTS PROVIDE IN CONNECTION WITH THIS COMPETITION IS BEING PROVIDED TO THE CLUB AND NOT TO EPIC GAMES, INC.

#### **Personal Data**

When participating in the Competition, you acknowledge that your name, address, e-mail address and date of birth may be made available to the Club (the "**Personal Data**"). By entering the Competition, you agree to the collection, retention, usage and distribution of your Personal Data in accordance with the Club's privacy policy.

All Personal Data will be held and used by the Club in accordance with the Club's privacy policies (which can be found at <https://www.mancity.com/privacy-policy>) and the data protection legislation. We may also use the

information you provide to verify your age and identity. We may also share the information you provide with third parties for delivery fulfilment purposes.