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# McDonald's Gaming Leaders of Tomorrow

## OFFICIAL RULES

**Important Notice: Please read these Rules carefully before participating. Each Entrant is hereby informed that the Contest and this website, including all official rules and privacy policy are not directed to, nor are they intended for any use by, any children under 13 years of age, and that if it ever comes to our attention through reliable means that any Entrant is a child under 13 years of age, we will immediately cancel that Entrant's account. Children under the age of 13 may not use this website and parents or legal guardians may not agree to the privacy policy on their behalf. If we ever become aware that a child under 13 has provided or attempted to provide us with personal information, we will use our best efforts to remove the information permanently from our files.**

The McDonald's Gaming Leaders of Tomorrow program (the "Program") is subject to these Official Rules ("Official Rules"), which are binding and final on matters relating to the Program, except as expressly stated otherwise. **No purchase necessary to apply.** The Program is sponsored by McDonald's and Gen.G Esports (the "Sponsors").

**1. How to Apply:** Eligible participants may apply via [Google Forms](#) during the application period between February 6th, 2024 at 12:00 AM EST to February 19th, 2024 at 11:59 PM EST.

In addition to the Google Form submission, an interview may be conducted during the application period, subject to the Sponsors' discretion.

### **2. Eligibility:**

To be eligible to participate, the participant must:

- Have access to the Internet and a valid email address in order to enter.
- Be 18 years of age by (or before) February 6th, 2024.

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- Be an undergraduate student (of any major) interested in gaming, esports, entrepreneurship, journalism or content creation
  - Be currently enrolled and in good academic standing at a 4-year accredited college or university in Maryland, Delaware, or Virginia during the 2023-2024 academic year
  - At all times comply with these Official Rules including any and all conduct restrictions set forth herein.

**3. Application Period:** The Application period is listed below. There is one (1) Application Period (“Application Period”). Entries must be received during their respective Application Period to be eligible to win.

- January 30th, 2024 at 12:00 AM EST to February 12, 2024 at 11:59 PM EST

**4. Participation Incentives:** Selected Leaders will receive resources, mentorship, and guidance from McDonald’s and Gen.G on how to host a successful community event. As a collective group, the selected Leaders will receive a \$20,000 budget to host an Eastern Shore region gaming event bringing together all local communities to participate/attend. Selected Leaders will receive a \$500 stipend and event certificate of completion.

Leaders are not entitled to any surplus between actual retail value of the incentives and approximate retail value and any difference between approximate and actual value of the incentives will not be awarded. No substitution, transfer, or cash redemption of incentives, or cash for any portion of incentives not used, provided however that Sponsor reserves the right to substitute incentives with another incentive of equal or greater value should the advertised incentive become unavailable for any reason. If a Selected Leader does not want a portion of the incentive, that portion is forfeited. All additional costs, including taxes, are the sole responsibility of Selected Leaders.

**5. Submission Criteria:**

- Submissions must be submitted according to the How to Enter section.
- Submissions must be directly accessible by Sponsor.

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- Submissions may not depict nudity or any other offensive or obscene subject matter as determined in Sponsor's sole discretion.
  - Submissions shall not portray Sponsor in a negative light.
  - Submissions must be appropriate for a broad audience.
  - You hereby agree to indemnify Sponsor against any and all claims from any third-party for any use by Sponsor of the Submission.
  - Although Sponsor is not reviewing Submissions for copyright violations, if, in the sole discretion of Sponsor, it is believed your Submission constitutes or may constitute copyright infringement, the Submission will be disqualified.
  - Sponsor may require verification of Submissions through a procedure solely determined by Sponsor at its sole discretion.
  - Sponsor reserves the right to exclude any Submission that it believes, in its sole discretion, doesn't meet these criteria or otherwise violates these Rules, and to delete or otherwise remove any such Submission from any and all location(s) under Sponsor's control.
  - The use of any kind of cheating device and/or cheat program will be subject to penalties at the discretion of Gen.G.
  - Upon discovery of any Submission committing any violations of the Rules listed above, Gen.G may, without limitation of its authority, issue the following penalties:
    - Written Warning
    - Prize Forfeiture
    - Suspension
    - Disqualification

**6. LICENSE:** As a condition of entry, Leader hereby grants to Sponsor a non-exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable, and royalty free license to use, modify, reproduce, prepare derivative works of, distribute, perform, and display the Submission in any and all media throughout the world and for whatever purpose Sponsor deems. If Leader is a Selected Leader, instead of the license described above, Leader grants to Sponsor an exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable, and royalty free license to Sponsor to use, modify, reproduce, prepare derivative works of, distribute, perform, and display the Submission in any and all media throughout the world and for whatever purpose Sponsor deems.

**Leaders WILL NOT BE SPECIFICALLY PAID FOR THEIR SUBMISSIONS or for granting Sponsor any of these rights.**

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**7. Publicity:** Sponsors reserve the right to use the name, likeness, and/or account ID of any Leader, for publicity purposes prior to, during, or after the Program end date, in any media, throughout the world, in perpetuity, but only in connection with publicizing the Program, without any compensation or prior review unless specifically prohibited by law.

At any time before, during or after the Program Period, Sponsor may, in its discretion, choose to post or distribute one or more Submissions, the creator's name and profile information online (including Facebook pages, Twitter feeds, YouTube channels, and third-party websites) for promotional and entertainment purposes only. Posting of this/these Submission(s) will not mean that said Submissions are eligible to win or are a Selected Leader. Leader understands that users of these sites may share, comment on (including negatively), and re-post their Submissions. Any requests by Leaders to have a Submission removed from consideration will be accommodated to the extent practically possible. Sponsor is not responsible for third party re-posting of Submissions.

**8. General Conditions:** By participating, Leaders agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Program or these Official Rules. Any portion of the Program may be canceled, suspended and/or modified, in whole or in part, if in our opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Program. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Program, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Program, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Leaders may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Sponsor reserves the right at its sole discretion to terminate the Program and, if terminated, at its discretion, select the potential winner(s) in a random drawing from among all eligible, non-suspect entries received prior to action taken. Unclaimed prizes will not be awarded. All federal, state or other tax liabilities (including income taxes)

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arising from this Program will be the sole responsibility of Selected Leaders. Leaders may be issued an IRS Form 1099 for the ARV of any awarded prize. Any attempt to deliberately damage or undermine the legitimate operation of the Program may be in violation of criminal and civil laws and will result in disqualification from participation in the Program. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution. By signing up for this Program, you agree to be contacted by Sponsor. You may opt out of further contact at any time by sending an email to [mgroy@geng.gg](mailto:mgroy@geng.gg).

**9. Limitations of Liability:** Selected Leaders agree to release, discharge, indemnify and hold harmless Sponsor and Affiliates. Sponsor and each of their respective officers, directors, employees, representatives, agents and Affiliates (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Program-related activity or participation in this Program. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Program. Without limiting the generality of the foregoing, Releasees are not responsible for computer malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical or keystroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications.

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In the event Sponsor is prevented from continuing with the Program 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), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Program. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.

**10. Disputes:** Disputes regarding these Official Rules and/or this Program will be governed by the internal laws of the State of California. Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages.

**13. Application Results:** Leaders selected to take part in the Program ("Leaders") will be selected based on application, leadership experience, interview (if applicable) and potential for growth. Leaders will be selected and notified by February 28th, 2024 at 11:59 PM EST.

Except where prohibited, the Leaders may be required to complete and return a declaration of eligibility and liability/publicity release within seven (7) days following the first attempted notification by the Sponsor. Failure to comply within this time period may result in disqualification and selection of an alternate Leader by the Sponsor. If no response to the prize notification message is received within the time period stated or if the potential Leader is found ineligible or does not comply with these Rules, the prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to an alternate Leader selected from among remaining eligible users. If the Sponsor is unable to confirm a Leader after two (2) good faith attempts, the prize may not be awarded. If the confirmed Leader forfeits the prize for any reason after confirmation, no alternate Leader will be selected. If, for any reason, more than one (1) prize notification is sent (or more than one (1)

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claim is received), the Sponsor reserves the right to award the prize through random drawing from among all eligible applications received.

14. **Privacy:** The information you provide will be used only in accordance with [Gen.G's privacy policy](#):

### **PERSONAL INFORMATION WE COLLECT**

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information."

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, date/time stamps, and progress in the challenges.
- "Web beacons," "tags," and "pixels" are electronic files used to record information about how you browse the Site.

### **SHARING YOUR PERSONAL INFORMATION**

We share your Personal Information with third parties to help us use your Personal Information, as described above. We also use Google Analytics to help us understand how our customers use the Site--you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

### **DO NOT TRACK**

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Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

### **CHANGES**

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

### **CONTACT US**

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by email at [mgroy@geng.gg](mailto:mgroy@geng.gg) or by mail using the details provided below:

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