

Terms and Conditions  
For Participation in DEAD OR ALIVE 6 World Championship

These Terms and Conditions for Participation in DEAD OR ALIVE 6 World Championship (hereinafter referred to as the "Terms and Conditions") stipulates the terms and conditions for participation of each player (hereinafter referred to as the "Player") in DEAD OR ALIVE 6 World Championship (hereinafter referred to as "DOA6WC") hosted by Koei Tecmo Games Co., Ltd. (hereinafter referred to as the "Koei Tecmo Games"), and all Player participating in DOA6WC shall be bound by these Terms and Conditions and shall comply with these Terms and Conditions.

1. Agreement to these Terms and Conditions and Tournament Rules

Upon entry into DOA6WC, the Player agrees to these Terms and Conditions, the tournament rules set forth by Koei Tecmo Games and Terms and Conditions of the preliminary tournament (which is a part of DOA6WC) set forth by the tournament organizer thereof (hereinafter referred to as the "Tournament Organizer").

In the event of any conflict between these Terms and Conditions and/or the tournament rules set forth by Koei Tecmo Games and the tournament rules of the Tournament Organizer, the rules of the Tournament Organizer shall prevail.

Koei Tecmo Games reserves the right, at its discretion, to amend, add, and delete certain provisions of these Terms and Conditions and the tournament rules set forth by Koei Tecmo Games without notice.

The latest version of the tournament rules set forth by Koei Tecmo Games will be posted on DOA6 WC Official Site < <https://teamninja-studio.com/doa6/us/wc.html> >.

2. Eligibility for Participation

All people over the age of 18 as of April 1, 2019 can participate in all tournaments of DOA6WC.

If the Player is a minor in the Player's local law, he or she must obtain the consent of the legal representative (person who has parental authority, etc.) to the participation in DOA6WC and these Terms and Conditions, and a minor who has not obtained the consent of the legal representative (person who has parental authority, etc.) cannot participate in DOA6WC.

3. Portrait Rights and Handling of Personal Information

Images and videos of the Player may be taken/shot by Koei Tecmo Games, Tournament Organizer, and various media during DOA6WC, and may be posted, distributed and broadcasted on websites, video distribution sites, public relations materials, paper media, and various media during and after DOA6WC.

Koei Tecmo Games, Tournament Organizer, and various media will use information collected through the hosting and operation of DOA6WC (including, but not limited to, personal information, player name and age provided by participating Players, and videos, photographs, portraits and voices taken/shot at the tournament) for the purpose of operating DOA6WC and public relations for DOA6WC.

For such use, Koei Tecmo Games, Tournament Organizer and various media shall have no obligation to pay any compensation or consideration to, give any notice to or to separately obtain license from the Player.

Koei Tecmo Games handles the collected personal information in accordance with the Personal Information Protection Policy < <https://www.koeitecmoamerica.com/privacy/> > established by the Koei Tecmo Group.

The Player shall be deemed to have approved such shooting/taking photographs/recording and such use as stipulated in this Article upon its entry into DOA6WC.

#### 4. Prohibitions

The Player shall not engage in any act that falls under any of the followings when participating in DOA6WC. In the event the Player engages in any act that falls under any of the followings, Koei Tecmo Games and the Tournament Organizer may, at their own discretion, cancel the Player's participation in DOA6WC, cancel any prize money or prize item, cause the Player to leave the place where the tournament is held, prohibit the Player from participating in Koei Tecmo Games' events to be held in the future, and claim damages or take other necessary measures.

- (i) Extortion, intimidation, violence, or equivalent words or actions, harassment, or other unlawful acts
- (ii) Discrimination of any kind on whatever grounds, be it race, color, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status
- (iii) Illicitly manipulating wins and losses, fixing/rigging a game or gambling
- (iv) Falsifying games, use of unauthorized external tools or input devices, or any other types of fraud
- (v) Intentional disconnection of communication or other actions affecting the progress of a match
- (vi) Not complying with the instructions of an operational staff or an administrative staff, or otherwise interfere with the operation of DOA6WC and tournaments
- (vii) Any act that violates these Terms and Conditions or the tournament rules set forth by Koei Tecmo Games or the Tournament Organizer
- (viii) Conduct in violation of laws, regulation, public order or morals
- (ix) Conduct sponsorship or publicity with tobacco, alcoholic beverages, drugs, guns, weapons,

adult content, or companies that manufacture or sell those products in the place relating to DOA6WC

- (x) Advertising activities competing against official sponsors of DOA6WC and preliminary tournaments
- (xi) Any other act similar to the above and any act deemed inappropriate by Koei Tecmo Games' judgment

#### 5. Player's Responsibility

- (1) Unless expressly provided otherwise in the tournament rules set forth by Koei Tecmo Games, the Player shall participate in DOA6WC at its own expense and on its own responsibility. Accordingly, in the event that Player receives any claim, inquiry, complaint, demand, expense (including reasonable attorneys' fees) damages, or claim for loss compensation from any third party in connection with any of its actions taken through participation in DOA6WC, the Player shall settle such claim, inquiry, complaint, demand, expense (including reasonable attorneys' fees) damages, or claim for loss compensation at its own expense and on its own responsibility, and shall cause no inconvenience or damage to any other player or Koei Tecmo Games, the Tournament Organizer, stakeholders of the tournament, their affiliates, officers, or employees.
- (2) In the event that the Player has any requests, inquiries, or claims regarding the acts of any other player, the Player shall directly notify the relevant player to that effect and resolve such matters at its own responsibility and expense.
- (3) In the event the Player causes any damage to Koei Tecmo Games, other player and/or any other third party in the course of participation in DOA6WC, the Player shall compensate them for such damage at its own responsibility and expense.

#### 6. Limitation of Liability

To the extent permitted by applicable laws or regulations, Koei Tecmo Games and Tournament Organizer shall not be liable for any and all damages incurred by the Player relating to its participation in DOA6WC, including, but not limited to, damages arising from the matters set forth in the following items:

- (i) Any and all fault, failure, defect and problem (including but not limited to technical errors, human errors, unauthorized access, delayed transmission, communication line failures or malfunctions) of network, line, server, provider, peripheral equipment, software or other equipment or environment which is used at the time of application for participation in DOA6 WC (including preliminary tournament entries and player registrations) or during its participation in DOA6WC (including during matches or playing games)
- (ii) Disputes and other problems between players

- (iii) Personal injury or property damage such as theft, caused by the player's participation in the tournament
- (iv) Words and deeds of the Tournament Organizer or its employees
- (v) Any suspension, cessation, invalidation or schedule change of a match or the tournament or alteration of the tournament rules, by Koei Tecmo Games or Tournament Organizer;
- (vi) Failure to operate or hold the tournament or any part thereof due to any force majeure event which is beyond the control of Koei Tecmo Games or any Tournament Organizer, such as technical problems, acts of God, accidents, legal changes, etc.
- (vii) The fact that the Player has been revoked from the qualification to participate in the tournament due to violations of the Terms and Conditions, etc.

#### 7. Suspension, Cessation and Alteration

If deemed necessary for the operation of DOA6WC, Koei Tecmo and Tournament Organizer may, at its discretion, suspend, cease and/or invalidate a match and the tournament, change the schedule of a match and the tournament and/or alter the tournament rules, from time to time.

#### 8. Dispute Resolution

These Terms and Conditions shall be construed and governed in accordance with the laws of Japan except its choice of law rules.

All disputes, controversies or differences which may arise between the Player and Koei Tecmo Games, out of or in relation to or in connection with these Terms and Conditions shall be finally settled by arbitration in Tokyo Japan, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association.

#### 9. Language

These Terms and Conditions has been prepared in Japanese language and it has been translated into other languages. In the event of any conflict between the Japanese version of these Terms and Conditions and any other language translation thereof, the Japanese version shall prevail over any other language versions.

(The End of Terms and Conditions)