PEEL & PLAY TERMS & CONDITIONS

The following are the rules ("Rules") of the "PEEL & PLAY" promotion (the "Promotion"), as organized by the operator ("Asian Poker Tour"/"we"/ "our"/ "us") of the Internet site found at <u>www.APT.poker</u>

Any entrant ("Entrant" /"you"/ "your") who wishes to participate in the Promotion hereby agrees to: (i) these Rules and (ii) the tournament rules governing participation in any tournament on the Site ("Tournament Rules") which can be found here – <u>https://archives.theasianpokertour.com/poker-tournament-rules/</u> and agrees to be unconditionally bound by all of the same (collectively, the "Agreement") so as to participate in this Promotion.

1. Details of Promotion

1.1 This Promotion will run from February 28th - March 6th, 2024 (the "Duration").

1.2 To take part in the Promotion throughout the Duration, you need to buy into and register to participate in any of the live tournaments or satellites forming part of the APT Taipei 2024 which can be found here

https://www.theasianpokertour.com/en/series/apt-taipei-2024 ("Events").

1.3 For each of your registered entries to any such Events and subject to availability, you may be eligible to receive a Peel & Play ticket (**"Promotion Ticket")** which will entitle you to win a prize item from the selection on offer as per clause 2 below.

1.4 There are a total of **5,500 (five thousand five hundred)** Promotion Tickets that will be issued on a first come first served basis, at all times subject to availability.

1.5 Subject to Clause 1.4 above, you may claim more than one Promotion Ticket to increase your chances of winning any of the Prizes provided, provided you registered to take part in an Event as per Clause 1.3 above.

2. Prizes

2.1 With your Promotion Tickets, you could win the below **Collectable Prize (or Instant Prize)**

2.1.1 collect the requisite number of Promotion Tickets which, when put together, contain the letters "A", "P", and "T," (APT) and you will receive the Grand Prize which is an entry ticket to the APT High Roller (TWD 150K) which will commence on March 9, 2024 at 12:00; or

2.1.2 collect the requisite number of Promotion Tickets which, when put together, contain the letters, "N", "U", "T", and "S," (NUTS) and you will receive, an entry ticket to the Zodiac Classic – Sponsored by Natural8 (TWD 80K) which will commence on March 7, 2024 at 20:00; or

2.1.3 collect the requisite number of Promotion Tickets which, when put together,

contain the letters, "L", "U", "C", and "K," (LUCK) and you will receive an entry ticket to Mini Main Event (TWD 22K) which will commence on March 9 at 11:00; or

2.1.4 Win an **Instant Prize** of an APT merchandise if your Promotion Ticket displays the word mark ("Instant Prize"). Collectively, the "**Prizes**."

2.2 For the avoidance of doubt, the Prizes and/or, to the extent applicable, all other items which may be given away as part of this Promotion ("**Gifts**") are non-transferable and may not be given, assigned, transferred, sold to or exchanged with any other person(s). Failure to claim the Prize and/or Gift may result in us allocating it to a third party.

2.3 Winners are not entitled nor authorized in any way to commit Asian Poker Tour to any contract, expense or cost entered into or incurred without its advance written acceptance of the same.

2.4 No Prize or Gift will be awarded to any Entrant who, for any reason, would not be allowed by applicable law to receive and/or use the Prize/Gift or where the supply of the Prize/Gift to that Entrant would be unlawful.

2.5 Any Entrant in receipt of a Prize/Gift as part of this Promotion bears sole responsibility for all duties, taxes or charges that may be payable to any relevant authority in relation to their receipt of the Prize/Gift in accordance with the law.

2.6 Entry prizes must be claimed before the late registration of the event, at the venue the event is being held at, either Asia Poker Arena, henceforth APA; or Chinese Mahjong League, henceforth CML, refer to 2.8. APT merchandise should be claimed by 10 March 2024 at the merchandise booth by 20:00. Note however that an element of a prize may relate to an event taking place at a future date and as such you will not be able to use the Prize/Gift until such future date.

2.7 There are 100 total Instant Prize tickets. Availability of merchandise sizes is subject to availability and shall be determined at the sole discretion of the organizer. Merchandise prizes are non-negotiable and cannot be exchanged for alternative prizes.

2.8 Out of the 10 collectable letters available: A, P, T, N, U, S, L, U, C, and K, participants have the potential to win one or more of the 12 total Collectable Prize(s) in circulation, including 1x Seat for the APT High Roller (Event 101: CML : 9th Mar), 3x Seats for the Zodiac Classic (Event 83 : APA : 7th Mar), and 8x Seats for the Mini Main Event (Event 99 : APA : 9th Mar). The distribution of prizes is contingent on contest outcomes

3. Eligibility

3.1 All Entrants must be 18 years of age or of applicable legal age of majority in the jurisdiction he/she resides in (whichever the greater) to participate in the Promotion. You may be asked at any stage to provide Asian Poker Tour or its designated third party with proof of your age and/or identity and you must, on demand, be able to present a valid passport or other valid government issued picture ID to verify your age and/or identity to the reasonable satisfaction of Asian Poker Tour. Any Entrant who is unable to produce any such document(s) to the reasonable satisfaction of Asian Poker Tour of Asian Poker Tour will be automatically excluded from the Promotion and may forfeit any privileges, prizes or funds that have been attained by or awarded to that Entrant in relation thereto, without compensation of any kind.

affiliated or related to Asian Poker Tour are not permitted to participate in the Promotion. For these purposes, the term 'relative' shall mean spouse, partner, parent, child or sibling and 'affiliated' shall include but not be limited to mean such as an employees, owners, media, contractors and friends, families & housemates of the 'affiliated'

4. Conduct of Entrants

4.1 Asian Poker Tour becomes aware of any fraud, deceit, misconduct, dishonesty or similar action concerning your participation in the Promotion or where you breach these Rules, the Terms and Conditions or the Tournament Rules, then Asian Poker Tour reserves the absolute right to automatically disqualify you or invalidate your entry. If the fraud, deceit, misconduct, dishonesty or other action is only discovered after any prize has been awarded to you, then you shall be required, upon demand, to return the same (or provide compensation) to Asian Poker Tour forthwith upon notification to do so by Asian Poker Tour.

4.2 Throughout the Duration, strict rules regarding the behaviour of all Entrants will be enforced by Asian Poker Tour and/or its designees. Asian Poker Tour reserves the right to take any action it deems necessary against any Entrant found to be in breach of these Rules, the Terms and Conditions or the Tournament Rules and/or acting deceitfully or dishonestly with respect to the Promotion and such action may include but shall not be limited to exclusion, suspension or disqualification from the Promotion and/or the Client, the confiscation of any prize or of any rewards that have been allocated and/or that would ordinarily have been awarded to that Entrant. The decision as to what activity or behaviour constitutes a breach of these Rules or the Promotion or what constitutes an act of deceit or dishonesty in relation to any conduct by an Entrant while participating in this Promotion rests solely with Asian Poker Tour in its sole discretion.

5. Health and Safety

5.1 You must comply with all health and safety guidelines and/or instructions as may be given by Asian Poker Tour or which you should otherwise be aware of concerning your participation in this Promotion and adhere to any applicable legal and regulatory requirements as necessary. Failure to comply with any direction given may result in your disqualification from the Promotion.

5.2 You must take all reasonable steps to ensure your own health and safety when taking part in any events or activities forming part of the Promotion or the Prize. Any behaviour or act or conduct by you which Asian Poker Tour considers to pose any medical, security or safety risk (including without limitation any abusive behaviour, physical or psychological) will lead to your immediate disqualification.

5.3 You are obliged to take all reasonable steps to ensure your safety standards and the general appropriateness of participating in the Promotion and acknowledge that participation in the Promotion is undertaken at his/her own risk.

5.4 You must notify Asian Poker Tour of any medical or other condition which may mean that you are unfit to participate in the Promotion as soon as you become aware of such a condition. Asian Poker Tour reserves the right to forfeit your place in the Promotion or the awarding of a Prize to you (if applicable), without liability or compensation, if, in its sole opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Promotion.

6. Limitations of liability

6.1 By participating in the Promotion you hereby agree to release, discharge and hold

harmless Asian Poker Tour, its legal representatives, affiliates, subsidiaries, agencies and respective officers, directors, employees and agents, from any costs, expenses damages, losses claims, actions or proceedings brought by you (or any third party on your behalf) ("Claims"), as a result of your participation in this Promotion and /or any Prize that may be awarded to you as a result thereof and Asian Poker Tour fully excludes any liability in relation to any such Claims (other than payment of any costs and expenses specifically provided as part of the Prize (if any) with respect to this Promotion). This limitation does not include any liability on the part of Asian Poker Tour to you for: (i) negligence; (ii) death or personal injury arising out of Asian Poker Tour' negligence or the negligence of its employees; (iii) fraudulent misrepresentation; or (iv) any liability that cannot be excluded or limited by applicable law.

6.2 Save as permitted under clause 6.1 above, you acknowledge and agree that, to the fullest extent permitted by applicable law, regardless of the form of action, whether in contract, tort or otherwise, in no event will asian poker tour or its affiliates, including, without limitation, their respective officers, directors, employees, successors and assigns, be liable to you or any party for: (i) any indirect, special, exemplary, punitive, incidental, consequential (including, but not limited to, damages for business interruption, loss of business and other profits, loss of programs, cost of replacing equipment or software or loss of records, information or data), or any other damages arising in any way from or in relation to your participation in this promotion (or inability to do the same), even if Asian Poker Tour shall have been advised of the possibility of such damages; or (ii) any claim attributable to errors, omissions, or other inaccuracies in the promotion.

6.3 Asian Poker Tour shall not be liable to you to perform any of its obligations under the Promotion or in respect of the Prize/Gift where it is unable to do so as a result of circumstances beyond its reasonable control and whilst Asian Poker Tour may endeavour to provide an alternative Prize/Gift, it shall not be liable to compensate any Entrant where it fails to do so in such circumstances.

6.4 You hereby agree to indemnify Asian Poker Tour, its legal representatives, affiliates, subsidiaries, agencies and respective officers, directors, employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered by Asian Poker Tour arising as a result of a breach by you of your obligations under these Rules, the Terms and Conditions or the Tournament Rules or in connection with your failure to follow any instructions given by Asian Poker Tour or in relation to any matter concerning your participation in the Promotion.

7. Miscellaneous

7.1 In case of disputes or disagreements concerning any aspect of this Promotion including but not limited to all matters relating to the awarding of the Main Prize/Gifts, an Entrant's eligibility to participate in the Promotion, the conduct of any Entrant, these Rules, the Terms and Conditions and/or the Tournament Terms, the final decision shall lie with Asian Poker Tour, and any decision by Asian Poker Tour shall be final and binding upon you and shall not be subject to review or appeal by you or any third party.

7.2 Should these Rules state that the use of a judging panel will be required to determine a winner based on subjective analysis or interpretation, we will appoint one independent individual to the judging panel.

7.3 By participating in the Promotion, you hereby grant to Asian Poker Tour the right to use your name, likeness, voice and image in marketing and promotion campaigns in any media whatsoever without compensation and you expressly waive any claims or right to any action against Asian Poker Tour pertaining to such use in any way.

7.4 These Rules, the Terms and Conditions as well as the Tournament Rules represent the entire agreement between you and Asian Poker Tour relating to the Promotion and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing) between Asian Poker Tour and you. Except as specifically set out herein, all conditions, warranties, representations and terms (whether expressed or implied by law) are fully excluded. The invalidity, illegality, or unenforceability of the whole or any part of these Rules does not affect or impair the continuation in force of the remainder of the Rules.

7.5 Asian Poker Tour reserves the right, at any time, to alter these Rules, the Terms and Conditions and/or the Tournament Rules at is sole discretion, including to cancel, modify or suspend the Promotion if, in its sole discretion, Asian Poker Tour believes that the Promotion is not capable of being conducted as specified. Any changes to the Promotion shall be made on the Site and your continued participation in the Promotion shall be deemed an acceptance of any proposed changes, modification or alterations.

If you have any questions about the Peel & Play, please contact <u>support@APT.poker.</u>