# UNIBIT BATTLEGROUNDS MOBILE INDIA Powered byUNIBIT Official Competition Rulebook

# **BACKGROUND AND PURPOSE**

**UNIBIT**, owns the rights to distribute the mobile game BATTLEGROUNDS MOBILE INDIA ("BATTLEGROUNDS MOBILE INDIA") in India. THIS BATTLEGROUNDS MOBILE INDIA Official Competition Rulebook ("General Rules") establishes the general rules, terms and conditions applicable to the play of BATTLEGROUNDS MOBILE INDIA at all Official Competitions. These General Rules include (1) the general terms set forth in Sections 1 - 11 below ("General Terms"), (2) the registration procedures, requirements and rules that are displayed on the BATTLEGROUNDS MOBILE INDIA Esports website at the time of registration ("Registration Requirements").

In addition to the General Rules, **UNIBIT** may also issue rules that apply to a specific Official Competition (the "Competition-Specific Rules") and not to other competitions that are not Official Competition. The Competition-Specific Rules may establish rules, terms and conditions for matters like prize pool, schedule and structures that vary from tournament to tournament.

These General Rules apply to any match, game, tournament, or event part of an Official Competition ("Tournament"). These General Rules and the applicable Competition-Specific Rules form a contract between participating teams, each Team Member and **UNIBIT**. Each Team Member must read, understand, and agree to these General Rules and the applicable Competition-Specific Rules before participating in any Tournament.

BY PARTICIPATING IN ANY TOURNAMENT, YOU AGREE TO THESE GENERAL RULES AND THE COMPETITION-SPECIFIC RULES APPLICABLE TO THAT TOURNAMENT. IF YOU DO NOT ACCEPT THESE GENERAL RULES AND THE APPLICABLE COMPETITION-SPECIFIC RULES AND ABIDE BY THEM DURING YOUR PARTICIPATION IN THE TOURNAMENTS, YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN AN OFFICIAL COMPETITION AND WILL FORFEIT ANY PRIZING, QUALIFICATION SECURED FOR OTHER COMPETITIONS, OR POINTS SCORED OR STATUS EARNED, INCLUDING TOWARDS FUTURE COMPETITIONS OR QUALIFICATION.

#### **GENERAL TERMS**

#### 1. Acceptance of General Rules

#### 1.1. Acceptance

Each Team Member must agree to these General Rules and the applicable Competition-Specific Rules in order to participate in any Tournament. A Team Member accepts these General Rules or the applicable Competition-Specific Rules by registering to participate in an Official Competition in accordance with the Registration Requirements or by participating in any Tournament.

#### 1.2. Changes to General Rules and Competition-Specific Rules

The field of esports and mobile games played in esports are changing rapidly, and these General Rules and the Competition-Specific Rules will be updated or supplemented periodically to take account of developments in the industry, changes to the business model for esports and updates to BATTLEGROUNDS MOBILE INDIA. Accordingly, **UNIBIT** may update, amend or supplement these

General Rules and the Competition-Specific Rules from time to time, and may interpret or apply these

General Rules and the Competition-Specific Rules by releasing or providing online postings, instructional videos, emails or texts that provide instructions and guidance to Team Members. Any material changes to these General Rules or the Competition-Specific Rules will typically be provided to the Team's Team Captain using the email address listed as part of the online registration process. Each Team Captain will be responsible for keeping such email up to date and monitoring it and distributing updates and other communications relating to these General Rules and the Competition-Specific Rules to other Team Members. Continued Participation in any Tournament will constitute acceptance of the changed rules, instructions and guidance.

# 1.3. Enforcement of the General Rules

UNIBIT may retain a third-party tournament organizer ("Tournament Organizer", if UNIBIT operates the Tournament then references to Tournament Organizer herein shall be deemed references to UNIBIT) to operate the Tournament. The Tournament Organizer will be responsible for, among other things, providing officials, referees and administrators for each Tournament ("Tournament Officials") and for ensuring compliance with these General Rules and the applicable Competition-Specific Rules. All rights granted to or held by the Tournament Organizer hereunder may also be exercised by UNIBITeven if there is a Tournament Organizer.

# 2. Players

# 2.1. Eligibility

**Player Age**. In order to be eligible to participate in a Tournament as a player, an individual must have reached 16 years of age or older (i.e., the player has lived for at least 16 calendar years) as of the Registration end date. If a player is 16 years of age or older but under age 18 (i.e., the player has lived for at least 18 calendar years) as of the Registration end date, he or she may compete in the Tournament if (1) he or she meets the other eligibility criteria in these General Rules and the applicable CompetitionSpecific Rules, and (2) a parent or legal guardian accepts these General Rules and the applicable Competition-Specific Rules on behalf of the player, and consents to the player's participation in the Tournament using a parental consent form provided by the Tournament Organizer.

National Requirement. Players must be an Indian National to participate in the Tournament.

**Proof of Residency**. Players must be an Indian resident to participate in the Tournament. To be certified as a Resident by Tournament Officials, a player must prove lawful residency in the Region with a valid identification document (e.g. passport, Aadhar Card, Driving License, etc) issued by a governmental authority.

**Single Team Exclusivity**. A Team Member or coach is only allowed to compete for the one Team that they have an agreement with. A Team Member or coach will not be allowed to compete for more than one Team simultaneously and therefore cannot be listed on the roster of more than one Team.

# 2.2. No UNIBIT or Tournament Organizer Employees

Team Members may not be employees of **UNIBIT**, the Tournament Organizer or any of their respective affiliates at any point during the Tournament.

# 2.3. Player Names

Gamertags will be selected at the time of registration and may not be changed at any time during the Tournament without the prior written approval of the Tournament Officials. A Gamer Tag may not include

any word or phrase in any language that is offensive, toxic or hurtful. A Gamer Tag may not include all or part of a corporate name or make use of the trademarks or other intellectual property of UNIBIT, BATTLEGROUNDS MOBILE INDIA or any third party without the prior written approval of the Tournament Organizer. In order to secure such approval, a player must provide a license agreement, sponsorship agreement or other documentary evidence to the Tournament Organizer sufficient to demonstrate to the satisfaction of the Tournament Organizer that the player is properly licensed to use such third party's intellectual property. Notwithstanding any approval that may be provided by the Tournament Organizer, the entire risk and responsibility for obtaining the right to use a corporate name or the intellectual property of a third party in or as part of a player's name or Gamer Tag shall be with the player. Tournament Officials reserve the right to reject any Gamer Tag selected by a player for any reason and to require the player to select an alternate Gamer Tag that complies with these General Rules.

# 2.4. Registration

All players must comply with the Registration Requirements to be eligible to compete in any Tournament.

# 3. Teams and Owners

**3.1. Maximum Roster Requirement.** Each Team must maintain, at all times during any Official Competition, exactly four players in the Team's starting lineup ("Starters") which is the minimum number of players allowed. A Team has the option of adding one (1) additional players to act as substitutes ("Substitutes"). Tournament officials have the right to disqualify any Team with an incomplete roster. Teams are strongly recommended to register five (5) players, which is the maximum number of players allowed.

**3.2.Team Captain.** Each Team must designate one player as its captain when completing the online registration process ("Team Captain"). The Team Captain will be responsible for all Team communications with Tournament Officials. The Tournament Officials may rely upon any communications from the Team Captain as being made by all players on the Team. The Team Captain must at all times be a player on the Team's roster. For the avoidance of doubt, the Team Manager (as defined below) or any Owner is eligible to serve as the Team Captain, provided that he or she is also a player on the Team's roster. A Team may not change its Team Captain during a Tournament without the prior written approval of the Tournament Officials.

#### 3.3.Team Manager.

Each Team must maintain and keep under contract, at all times during an Official Competition, one person who will act as the Team's manager ("Team Manager"). The Team Manager will be designated when the Team completes the online registration process and will be responsible for all logistical and operational communications between UNIBIT and the Owners of such Team. UNIBIT and the Tournament Organizer may rely upon any communications from the Team Manager as being made by all Owners of the Team. The Team Captain and any Owner are eligible to serve as the Team Manager. A Team may not change its Team Manager without providing prior written notice thereof to UNIBIT and the Tournament Organizer.

#### 3.4. Team Names and Logos

The Team's name will be selected at the time of registration and may not be changed at any time during the Tournament without the prior written approval of the Tournament Officials. All Team names must be different and unique. Neither a Team's name nor its logo may include any word or phrase in any language that is offensive, toxic or hurtful. A Team name or logo may not include all or part of a corporate name or

make use of the trademarks or other intellectual property of UNIBIT BATTLEGROUNDS MOBILE INDIA or any third party without the prior written approval of the Tournament Organizer. In order to secure such approval, a Team must provide a license agreement, sponsorship agreement or other documentary evidence to the Tournament Organizer sufficient to demonstrate to the satisfaction of the Tournament Organizer that the Team is properly licensed to use such third party's intellectual property. Notwithstanding any approval that may be provided by the Tournament Organizer, the entire risk and responsibility for obtaining the right to use a corporate name or the intellectual property of a third party in or as part of a Team name shall be with the Team. Tournament Officials have the right to reject any Team name or logo for any reason and to require the Team to select an alternate name or logo that complies with these General Rules.

# 3.5. Owners

Ownership of the Slot. UNIBIT will deem the Owner(s) who registered the Team in accordance with the Registration Requirements to be the sole owner(s) of the Team and the Team's slot in an Official Competition for purposes of these General Rules and Competition-Specific Rules. Accordingly, if a Team wins the right to progress to the next stage of an Official Competition or qualifies or earns points toward qualifying for another Official Competition that right is owned by the Team and its Owner(s), not by the players or any other person or entity.

For a team to keep their earned spot for a competition, the team must fulfill certain roster requirements based on their roster from their qualifying event.

Must keep at least 50% of their roster from their qualifying event.

Multiple team ownership: to preserve the integrity of the Tournament, the following rules apply to any individual, entity or group that owns, operates, controls, or has an interest in a team that is competing in the Tournament.

An individual, entity or group cannot directly or indirectly own or operate more than one team globally. An individual, entity or group cannot directly or indirectly participate in the financing, operation, marketing, or management of more than one team globally. (C) No two teams can operate under the same brand or team name or variations of the same brand or team name in more than one team globally. (D) No two individuals, entities or groups that own, operate, control, or have an interest in any team can enter into a business or financial relationship with a common interest that can directly or indirectly benefit both parties based on performance in the Tournament.

# 4. Player Equipment & Apparel

# 4.1. Player Equipment

Players may participate in Events only on mobile phone handheld devices. Players may not use peripheral devices of any kind without approval of Tournament Officials (including adapters, controllers, Bluetooth keyboards, and mice). Players may not use an emulator to play on a PC or other device that is not a handheld device.

#### 4.2. In-Game Apparel

After a player leaves the in-game lobby, his or her avatar must remain fully clothed in the game for the remainder of the match. Clothing exchanges for cosmetic purposes or comic effect are not permitted inside the game.

# 5. Code of Conduct

#### **Conduct Generally**

#### 5.1. High Standards for Professionals.

All Teams and Team Members must observe the highest standards of personal integrity and good sportsmanship at all times. Team Members must behave in a professional and sportsmanlike manner in

their interactions with other competitors, Tournament Officials, the Tournament Organizer, UNIBIT, the media, sponsors, and fans.

# 5.2. Competitive Integrity.

All Teams and Team Members are expected to compete to the best of their skill and ability at all times in any Tournament Game.

# 5.3. Sanctions.

A violation of these General Rules or the applicable Competition-Specific Rules will result in sanctions at the discretion of UNIBIT or the Tournament Organizer, as discussed in greater detail below.

# 5.4. Prohibited Conduct.

Set forth below is a non-exclusive list of examples of prohibited conduct.

**Collusion.** Any form of collusion by any Team Members is prohibited. Examples of collusion are: (A) Any agreement among two or more players or other Team Members not to play to a reasonable standard of competition in a Tournament Game for any reason, including in order to provide any opposing Team or player with certain advantages or benefits.

(B) Pre-arranging to split prize money and/or any other form of compensation, except that a Team may arrange for Owners to divide prizes earned by that Team and pay it to players and others who contributed to the victory.

(C) Deliberately losing a Tournament Game for compensation, or for any other reason, or attempting to induce another player to do so.

**Cheating**. Cheating is prohibited. Any modification of the BATTLEGROUNDS MOBILE INDIA game client by any player, Team or other Team Member is prohibited. The use of any kind of cheating device or cheat program, or any similar cheating method such as signaling devices, and hand signals, etc., shall be deemed cheating. Downloading any cheat program to the device used for Official Competition matches is strictly prohibited.

**Exploiting**. Intentionally using any in-game bug to seek an advantage is exploiting and is prohibited. Exploiting includes acts such as making use of any game function that, in <u>UNIBIT</u> or the Tournament Organizer's sole judgment, is not functioning as intended and violates the design purpose of BATTLEGROUNDS MOBILE INDIA.

Ringing. Playing under another player's account or Gamer Tag or

soliciting or inducing someone else to play under another player's account or Gamer Tag, is prohibited. **Vulgar or Hateful Speech**. A Team Member may not, during a Online Event, media interview or in any communication relating to any Official Competition or BATTLEGROUNDS MOBILE INDIA, use any language that is offensive, insulting, libelous, slanderous, defamatory, obscene, discriminatory, threatening, foul or vulgar. A Team Member may not post, transmit, disseminate any such prohibited communications. A Team Member may not use this type of language on social media or during any public-facing events or in any streaming of BATTLEGROUNDS MOBILE INDIA. This rule applies to speech in English, Hindi, and all other languages. In addition, Team Members may not encourage members of the public to engage in any activities that are prohibited by this rule.

**Violence.** Team Members are expected to settle their differences in a respectful manner and without resort to violence, threats, or intimidation(physical or non-physical). Violence is never permitted against any competitor, fan or Tournament Official.

**5.5.Drugs and Alcohol.** The use, possession, distribution or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly prohibited while a Team Member is engaged in any Tournament or other event or on premises that are owned by or leased to the Tournament Organizer or UNIBIT. The unauthorized use or possession of prescription drugs by a Team

Member is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and, in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a Tournament Game. Each Team Member must report any violation of this rule to the Tournament Organizer.

**5.6. Gambling.** Gambling on the outcome of Tournament Games (including any plays or components of a Tournament Game) can pose a serious threat to the integrity of, and public confidence in, Official Competitions. Team Members are not allowed to (a) place, or attempt to place, bets on any Tournament Games (or any plays or components thereof), or (b) associate with high volume gamblers, or deliver information to others that might influence their bets.

**5.7.Streaming.** Teams and Team Members are not permitted to record, stream or broadcast any matches of the Tournament without prior written permission of UNIBIT or Tournament Organizer.

**5.8.Spectator Monitors/Devices**. Team Members may not look at any screen or device that is displaying an observer level view of the current game or any other view other than the Team Member's own player view (i.e. that is or is capable of showing a neutral view of the map, or another player's view, such as in an offline event a Team Member cannot look at a screen intended for the audience or production teams). No Team Member or any Team staff member may use any backstage spectator machines to interfere with any game or to communicate with anyone involved in any game.

#### 6.Unprofessional Behavior

Set forth below is a non-exclusive list of examples of unprofessional behavior, all of which are prohibited.

**6.1. Harassment.** Harassment is prohibited. Harassment is defined as systematic, hostile and repeated acts taking place over a period of time, or a singular egregious instance, which is/are intended to, or have the effect of, isolate or ostracize a person and/or diminish the dignity of the person.

**6.2. Sexual Harassment**. Sexual harassment is prohibited. Sexual Harassment is defined as unwelcome sexual advances. The assessment is based on whether the person being harassed would regard the conduct as undesirable or offensive. There is zero tolerance for any sexual threats/coercion or the promise of advantages in exchange for sexual favors.

**6.3. Discrimination and Denigration.** Team Members may not offend the dignity or integrity of a country, private person or group of people through contemptuous, discriminatory or denigrating words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, financial status, birth or any other status, sexual orientation or any other reason.

**6.4.Defamatory Statements**. Team Members may not make, issue, authorize or publish any statement that denigrates, disparages or defames any Official Competition, Tournament Organizer, Tournament Official, UNIBIT or its affiliates, sponsors, broadcast partners or BATTLEGROUNDS MOBILE INDIA.

**6.5.Confidentiality.** Without the consent of UNIBIT or the Tournament Organizer, a Team Member may not disclose any confidential or proprietary information provided or made available by UNIBIT or the Tournament Organizer to the Team Member in relation to any Official Competition. Team Members shall be obligated to keep confidential or proprietary information provided by the Tournament Organizer. The "confidential or proprietary information" of UNIBIT and the Tournament Organizer includes all information and materials disclosed (whether in oral, written, or other tangible or intangible form) or otherwise made

available by UNIBIT or the Tournament Organizer to a Team Member concerning or related to BATTLEGROUNDS MOBILE INDIA, any Official Competition or any Tournament which the Team Member knows or should know, given the facts and circumstances surrounding the disclosure of the information, is confidential information of UNIBIT or the Tournament Organizer. Confidential information includes, without limitation, development plans and release dates for updates to BATTLEGROUNDS MOBILE INDIA, information and materials concerning or related to the content of all protests, discussions or any other correspondence between a Team Member and UNIBIT or the Tournament Organizer.

**6.6.Illegal Activity**. Team Members must comply with all applicable laws at all times. A Team Member may not engage in any activity which is in violation of laws, regulations, ordinances or public security administration rules.

**6.7. Immoral Activity**. A Team Member may not engage in any activity which, in the sole reasonable determination of UNIBIT or the Tournament Organizer, is unethical, immoral or disgraceful.

**6.8.Bribery**. No Team Member may offer any gift or cash or other reward to a player, coach, manager, other Team Member, Tournament Official, the Tournament Organizer, UNIBIT, or any other person connected with or employed by another Team in order to influence the outcome of a Tournament Game.

**6.9. Gifts.** No Team Member may accept any gift, reward or compensation from another Team or player (or anyone acting on behalf of another team or player) in connection with any Tournament.

**6.10. Non-Compliance.** No Team Member may refuse to comply with the instructions or decisions of UNIBIT , the Tournament Organizer, or the Tournament Officials.

#### 7. Use of Names and Likenesses

#### 7.1. Grant of Rights by Team Members

Each Team Member hereby grants UNIBIT, the Tournament Organizer, and their respective affiliates permission to live-stream, broadcast or record his or her play of BATTLEGROUNDS MOBILE INDIA at any Tournament or part thereof. Each Team Member hereby further grants to UNIBIT and the Tournament Organizer a royalty-free, fully paid-up, worldwide right and license (with the right to grant sublicenses) to copy, publish, distribute, edit, host, store and otherwise use and display his or her full name, Gamer Tag, photograph, likeness, image, avatar, voice, video, in-game persona, game play statistics, and biographical information, and create derivative works of the foregoing items, in any and all present and future media, on or in connection with (a) the broadcast or streaming of any coverage of all or any part of a Tournament; (b) the marketing and promotion of BATTLEGROUNDS MOBILE INDIA and related esports.

#### 7.2. Ownership of Streams and Broadcasts

Each Team Member irrevocably acknowledges and agrees that all streams and audiovisual recordings of any all or any part of a Tournament are owned by UNIBIT. Appearing in a stream, broadcast or audiovisual recording of any Tournament does not give a Team Member any ownership interest in such stream, broadcast or audiovisual recording.

#### 7.3. Feedback

A Team Member may from time to time provide suggestions, comments or other feedback ("Feedback") to UNIBIT or the Tournament Organizer with respect to the operation of, or improvements for, an Official Competition, a Tournament or BATTLEGROUNDS MOBILE INDIA. Each Team Member agrees that all Feedback, even if designated as confidential by the person offering the Feedback, shall not, absent a separate written agreement, create any confidentiality obligation for UNIBIT or the Tournament Organizer. Furthermore, except as otherwise provided in a separate subsequent written agreement signed by UNIBIT, UNIBIT shall be free to use, disclose, reproduce, edit, license, sublicense, or otherwise distribute, and exploit the Feedback as it sees fit, without obligation or restriction of any kind on account of intellectual property rights or otherwise.

#### 8. Limitations of Liability

# 8.1. No Punitive Damages

To the maximum extent permitted by applicable law, neither UNIBIT, the Tournament Organizer, their sponsors, and their respective affiliates, licensors and licensees, partners (e.g. broadcast and streaming partners), venue operators, nor any of their respective shareholders, directors, officers, employees, contractors, investors, insurers, and agents (collectively, the "UNIBIT Parties"), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with these General Rules, any Competition-Specific Rules, the Registration Requirements, Official Competitions, any Tournament or BATTLEGROUNDS MOBILE INDIA, or the delay or inability to use or lack of functionality of BATTLEGROUNDS MOBILE INDIA, even if a UNIBITParty is at fault and even if a UNIBITParty is aware of the possibility of such damages.

#### 8.2. Cap on Liability

To the maximum extent permitted by applicable law, the aggregate liability of the UNIBIT Parties arising out of or in connection with these General Rules, any Competition-Specific Rules the Registration Requirements, Official Competitions, any Tournament and BATTLEGROUNDS MOBILE INDIA will be limited to a Team Member's direct damages in an amount not to exceed US\$ 500. Multiple claims will not expand this limitation. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. UNIBIT neither assumes, nor authorizes the Tournament Organizer or any other person or entity to assume on UNIBIT behalf, any liabilities in addition to those liabilities expressly set forth in this Section 8.2.

#### 9. Remedies

Notwithstanding the foregoing, UNIBIT or the Tournament Organizer shall have the right to commence and prosecute any action or proceeding before any court of competent jurisdiction to obtain injunctive or other equitable relief against a Team Member in the event that such action is necessary or desirable. In the event of a breach by UNIBIT or the Tournament Organizer of any of the provisions of these General Rules or the applicable Competition-Specific Rules, a Team Member shall be limited to his or her remedies at law for damages, if any, and in no event shall a Team Member be entitled to enjoin or restrain UNIBIT or the Tournament Organizer from operating any Official Competition event, conducting any Tournament or any other event or competition or distributing the game or any streams or other audiovisual content. Neither UNIBIT nor any of its affiliates or group companies has any fiduciary relationship with or duty to a Team or Team Member. Neither the Team nor any Team Member is entitled to have recourse for the payment or recovery of any obligation or damages under or in connection with these General Rules, any Competition-Specific Rules and the Registration Requirements to any property of UNIBIT or any of its affiliates or group companies.

#### 10. Communication with UNIBIT and Tournament Organizer

#### **10.1. Prompt Communication**

There may be circumstances where prompt communication between the Team Member and the Tournament Organizer, a Tournament Official or UNIBIT is required. Accordingly, each Team Member agrees to respond to any request from UNIBIT, Tournament Organizer or a Tournament Official which solicits information or a response from such Team Member (whether such request is sent via phone call, text message, voice mail, email, Discord, or any other medium of communication for which a Team

Member has provided contact information to Tournament Organizer or UNIBIT) ("Official Requests") in accordance with the terms set forth in this Section 10 of the General Terms.

# 10.2. Official Requests via Registered Email

Team Member shall respond to any Official Requests sent from any email address, WhatsApp, Discord of UNIBIT or Tournament Organizer within one business day (24 hours) of receiving such Official Request.

# 10.3. Urgent Official Requests

Notwithstanding Section 10.2 above, if a Team Member receives three Official Requests regarding a particular matter via at least three different mediums of communication within a four hour period, such Team Member must respond to at least one such Official Request within twelve hours of receiving the last (i.e. the third) of such Official Requests.

# 10.4. Deemed Receipt of Official Request

Any Official Request sent via email, text message, voice mail or Discord will be deemed to have been "received" by a Team Member one hour after the time it is sent (as recorded on the device from which it was sent). Any Official Request that UNIBIT, Tournament Organizer or a Tournament Official provides (or attempts to provide) via phone call will be deemed to have been "received" by a Team Member thirty minutes after the time such phone call is made (as recorded on the device from which it was made) whether or not such phone call is answered by the applicable Team Member at such time.

# 10.5. Failure to Respond to an Official Request

A Team Member's failure to respond in a timely manner to an Official Request received in accordance with this Section 10 will be deemed a violation of these General Rules and a waiver or forfeiture of any rights or benefits the Team Member may have related to the matter or issue described in such Official Request. UNIBIT or Tournament Organizer may, in the event of such a failure to respond, take any action which they deem necessary, including the implementation of those disciplinary actions outlined in Section 6.4. All decisions in regard to violations of this Section 10 are at the sole reasonable discretion of UNIBIT and Tournament Organizer.

# 11. Interpretation and Construction

# 11.1. Tournament Organizer's Right of Interpretation

Any matters relating to an Official Competition or BATTLEGROUNDS MOBILE INDIA that are not covered by these General Rules, any Competition-Specific Rules or the Registration Requirements shall be subject to an interpretation made by UNIBIT or the Tournament Organizer and provided to the Teams from time to time in the form of an update to, or interpretation of, these General Rules, any Competition-Specific Rules or the Registration Requirements. All decisions made by UNIBIT, the Tournament Organizer or Tournament Officials regarding interpretations of these General Rules, the Competition-Specific Rules or the Registration Requirements are final and binding. Such determinations with respect to these General Rules cannot be appealed and shall not give rise to any claim for monetary damages or any other legal or equitable remedy.

#### 11.2. Additional Terms

Players may be required to accept additional terms from UNIBIT or the Tournament Organizer in order to participate in Tournaments. Play of BATTLEGROUNDS MOBILE INDIA is subject to compliance with the Terms of Use/ End User License Agreement in effect for the player's Region. UNIBIT reserves the right to change or update these General Rules, any Competition-Specific Rules or the Registration Requirements at any time, and to modify or cancel some or all of the Tournaments, in its sole discretion, at any time.

#### 11.3. Business Judgment

Whenever these General Rules, any Competition-Specific Rules or the Registration Requirements grant, confer or reserve to UNIBIT or the Tournament Organizer the right to take action, refrain from taking action, grant or withhold consent or grant or withhold approval or make any other determination, unless the provision specifically states otherwise, each of UNIBIT and the Tournament Organizer will have the right to engage in such activity in its sole discretion based on its own business judgment, taking into consideration its assessment of the best interests of UNIBIT and the Tournament Organizer and the short and long term interests of the Official Competitions, BATTLEGROUNDS MOBILE INDIA and the businesses and activities of the affiliates and group companies of UNIBIT and the Tournament Organizer. Neither a Team nor a Team Member will have any claim or cause of action based on an assertion that UNIBIT, the Tournament Organizer or any Tournament Official has unreasonably withheld or delayed any consent, approval, determination or other requested action under these General Rules, any Competition-Specific Rules or the Registration Requirements. UNIBIT at all times may act with the necessary authority to preserve the best interests of BATTLEGROUNDS MOBILE INDIA and its esports. This power is not constrained by the lack of any specific language in this document. UNIBIT may use any form of punitive actions at its disposal against any entity or Team Member whose conduct is not within the confines of the best interests of BATTLEGROUNDS MOBILE INDIA and its esports.