

## **FORTNITE REFER A FRIEND PROGRAM TERMS OF PARTICIPATION**

By participating in the Fortnite Refer A Friend Program (“**Program**”), you (and, if an eligible minor, your parent or legal guardian) agree to be bound by these Terms of Participation (“**Terms**”) and the decisions of Epic Games, Inc., (“**Epic**”), which are final and binding in all matters. Any violation of these Terms may result in the termination of your participation in the Program.

**ELIGIBILITY:** The Program in all parts is open to individuals aged 13 years or older who have a valid Epic account, except as otherwise provided in this section (“**Participant**”). The Program is not open to individuals wherever restricted or prohibited by applicable law or in any country where participation is prohibited by U.S. law. Without limitation of the foregoing, the Program is not open to individuals in the Crimea region, Cuba, Iran, Iraq, North Korea, Somalia, Sudan, and Syria.

In case you are an eligible minor between 13 years of age and the legal age of majority in the jurisdiction of your residence, your parent or legal guardian must consent to these Terms on your behalf.

Employees, officers, directors, agents, and representatives of Epic (including the legal, promotion, and advertising agencies of Epic), and their immediate family members (defined as spouse, mother, father, sisters, brothers, sons, daughters, uncles, aunts, nephews, nieces, grandparents and in-laws, regardless of where they live) and those living in their household (whether or not related), and each person or entity connected with the production or administration of the Program, and each parent company, affiliate, and subsidiary of Epic, are not eligible. Void where prohibited. The Program is subject to all applicable federal, provincial, state and local laws.

**PROGRAM PERIOD:** The Program starts at 4:00 AM New York Eastern Time (“**ET**”) on October 25, 2021 and ends at 11:59 PM ET on March 15, 2022 (“**Program Period**”).

**HOW TO PARTICIPATE:** Between 4:00 AM ET on October 25, 2021 through 11:59 PM ET on January 10, 2022 (“**Program Sign-up Period**”), Participants can participate in the Program by visiting [referafriend.fortnite.com](https://referafriend.fortnite.com) (“**Program Site**”) and following the directions to register. Once registered and logged in, Participants can invite up to five (5) friends that have played a maximum of one-hundred nineteen (119) minutes of one or more core Fortnite Battle Royale game modes (i.e., Solo, Duos, Trios, or Squads) within the past thirty (30) days to play Fortnite with them (each such inviter, a “**Referrer**”; and each such invitee, a “**Referee**”).

Upon receiving an invite from a Referrer, Referees can participate in the Program by visiting the Program Site and following the directions to register.

Once registered and logged in, Referrers and Referees can earn points by playing Fortnite with each other during the Program Period. Points for playing with each Referrer/Referee (as applicable) will be tracked separately. The exact ways of earning points will be listed on the Program Site but may include: playing a game of Fortnite together, earning eliminations in Battle Royale, leveling up your Epic account, etc. For clarity, if you participate in the Program as a Referrer, you will not be able to later participate as a Referee (and vice versa).

Participants are required to comply with all Fortnite rules and regulations, including, but not limited to, the Fortnite End User License Agreement (<https://www.epicgames.com/fortnite/eula>) (“**Fortnite EULA**”). Failure to do so may result in disqualification of that Participant from the Program and all associated points earned by such Participant will be void.

**POINTS:** Points earned by playing with a particular Referrer/Referee (as applicable) will accumulate until specific thresholds are met, at which point, the Referrer and/or Referee (as applicable) will receive the designated Reward (as defined below) for meeting that threshold. A Participant can only earn any Reward once. By way of example only, if a Referrer reaches a specific threshold with multiple Referees, the Reward for that threshold will only be provided once to that Referrer. However, if the Referee hasn't reached that threshold previously, the Referee can still receive the Reward.

**SCOREBOARDS:** Please note that the point displayed on the Program score board ("**Scoreboard**") may not be accurate or in real-time. Epic reserves the right to alter the points displayed for any Referrer and/or Referee due to technical issues or if there has been unsportsmanlike or other behavior prohibited by these Terms. A Referrer and/or Referee is not the recipient of any Reward even if the Scoreboard should so indicate unless and until Epic has verified the Referrer and/or Referee and their point total(s) and officially announced such Referrer and/or Referee as a recipient of such Reward.

**PUBLICITY GRANT:** By agreeing to these Terms, each Referrer and Referee (and, if an eligible minor, his/her parent or legal guardian) grants permission for Epic and its designees to use his/her name, tag, likeness, audio, video, game play statistics, and/or Epic account, for publicity purposes prior to, during, or after the Program Period, 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.

**REWARDS:** There are five (5) in-game Rewards available as part of the Program:

- Level 1 Reward: Fortnite "Gridlock" in-game cosmetic Loading Screen. (Fortnite "Gridlock" in-game cosmetic Loading Screens have no retail value because they are not offered for purchase by Epic.)
- Level 2 Reward: Fortnite "Miridescent" in-game cosmetic Wrap. (Approximate retail value ("ARV"): USD \$2.40/ €1.80\*)
- Level 3 Reward: Fortnite "Flair Fare" in-game cosmetic Glider. (ARV: USD \$4.00/ €3.46\*)
- Level 4 Reward: Fortnite "Drive Shaft" in-game cosmetic Pickaxe. (ARV: USD \$4.00/ €3.46\*)
- Level 5 Reward: Fortnite "Rainbow Racer" in-game cosmetic Outfit. (ARV: USD \$7.00/ €6\*)

\* Euros conversion provided for informational purposes only, based on exchange rates as of October 11, 2021.

Each Referrer and Referee (as applicable) will receive the applicable Reward; provided, for clarity, that (a) a Referrer and Referee may only receive one (1) of each Reward at a given Reward Level (in other words, a Referrer/Referee cannot receive two (2) Fortnite "Drive Shaft" in-game cosmetic Pickaxes); and (b) if a Referrer or Referee has already received any of the Rewards listed in this section as part of a previous Fortnite program or promotion, such Referrer or Referee will not be eligible to receive such Rewards for the Program.

Rewards are awarded "as is" with no warranty or guarantee, either express or implied. Epic reserves the right to substitute a Reward of comparable or greater value if a Reward becomes unavailable. Rewards have no value (retail or otherwise) outside of an Epic account. Rewards cannot be redeemed for cash or substituted or transferred by recipients. Rewards will be granted directly to the recipient's Epic account within one (1) hour of reaching the relevant Reward Level, or such other time as reasonably required by Epic for such grant. Additional terms and conditions may apply to acceptance and use of a Reward.

A Referrer's or Referee's (as applicable) use of a Reward in Fortnite will be governed by Epic's Terms of Service (available at <https://www.epicgames.com/site/en-US/tos>), Epic's Privacy Policy (available at <https://www.epicgames.com/privacypolicy>), and the Fortnite EULA (each, an "**Epic Agreement**"). Epic has the right to enforce these agreements against each Referrer/Referee. If a Referrer/Referee chooses not to accept an Epic Agreement, such Referrer/Referee must not use Fortnite or seek to use the Rewards.

**GENERAL CONDITIONS:** By participating, Referrers and Referees (and, if eligible minors, their parents or legal guardians) agree to release, discharge, indemnify and hold harmless Epic, its affiliates, subsidiaries, retailers, distributors, suppliers, advertising and promotion agencies, and any other individuals engaged in any way in the development, production, administration or execution of the Program, and the respective directors, officers, agents and employees of the foregoing (collectively, the "Released Parties") from any liability, claims, losses and damages arising out of or relating to your participation in the Program and the acceptance, use, misuse or possession of any Reward received in connection therewith. The Released Parties are not responsible for errors or problems of any kind relating to or in connection with the Program, whether human, mechanical, technical, electronic, typographical, printing or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program, the functionality of the Program Site, the tracking of play with Referrers/Referees, the announcement of the Rewards, or in any Program-related materials. In the event Epic is prevented from continuing with the Program as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, pandemic, 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 Epic's control, then subject to any governmental approval which may be required, Epic shall have the right to modify, suspend, or terminate the Program at any time.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. If any provision of these Terms is determined to be invalid or otherwise unenforceable, then these Terms shall be construed in accordance with its terms as if the invalid or unenforceable provision was not contained therein. Epic's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

**Regardless of any other relevant provision in these Terms, nothing in the underlined section excludes or limits the Released Parties' warranties and liability: (i) for death or personal injury caused by the Released Parties; (ii) in the event of the Released Parties' gross negligence or willful misconduct; or (iii) for any other liability or warranty that, by law, may not be limited or excluded by the Released Parties.**

Epic reserves the right, at its sole discretion, to disqualify any individual who tampers with the Program, game play, violates these Terms, or acts in a disruptive manner.

**RIGHT TO TERMINATE YOUR PARTICIPATION:** Epic reserves the right to terminate your participation in the Program if you do not comply with these Terms, Epic's Terms of Service, or the Fortnite EULA.

**DISPUTES:** Disputes regarding these Terms and/or the Program will be governed by the internal laws of the State of North Carolina, except where prohibited by law. Decisions of Epic are binding and final. No claimant in any dispute involving Epic shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages.

**PRIVACY:** The information you provide will be used only in accordance with Epic's privacy policy, located at <https://www.epicgames.com/privacypolicy>.