# StarCityGames.com® Organized Play Tournament Policy

Star City Comics & Games, Inc. ("StarCityGames.com") events adhere strictly to all DCI rules and policies (which can be found here). In addition, we have the following policies regarding StarCityGames.com events:

## 1. NOTICE OF PHOTOGRAPHY, AUDIO, AND VIDEO RECORDING

Upon the earlier to occur of (i) registering for a StarCityGames.com event or (ii) entering the premises of a StarCityGames.com event, you represent and agree that you are of the age of majority and consent to the use of your name, image, voice or likeness and its/their release, publication, exhibition, or reproduction which may be used in whole or in part without restriction or limitation in any medium, including by photograph, video audio taping, or the Internet, by StarCityGames.com and/or its affiliates, for any purpose including, but not limited to, webcasting, for public relations, in news articles or telecasts, in advertising, commercial purposes, or by inclusion on StarCityGames.com. You release and hold harmless StarCityGames.com, its officers, agents, and employees, and each and all persons involved from any liability connected with the use of your name, image, voice or likeness, including the taking, recording, or publication of such interviews, photographs, slides, computer images, video recordings, or sound recordings.

You further agree that upon the earlier to occur of (i) registering for a StarCityGames.com event or (ii) entering the premises of a StarCityGames.com event, you waive all rights you may have to any claims for payment or royalties in connection with any exhibition, televising, or other publication, in any medium and whether online or otherwise, of the above materials. You also waive any right to inspect or approve any photograph, sound or video recording, or film taken by StarCityGames.com, or the person or entity designated by it.

### ACCEPTABLE BEHAVIOR

All SCG Tour® attendees are expected to exhibit good sportsmanship and appropriate conduct at all times. Clothing, game accessories, and related materials must not display inappropriate or offensive language or imagery, as determined by StarCityGames.com in its sole discretion.

Although our staff will take reasonable steps to address any related issues directly with the offending attendee(s), failure to correct the offending behavior(s) may result in disciplinary action, up to and including removal from the venue and temporary or permanent bannings from future SCG Tour events.

StarCityGames.com further reserves the right to refuse service or access to the StarCityGames.com event, or to remove anyone from the StarCityGames.com event, at any time for any reason or no reason, to the extent permitted by law.

Aggressive behavior will, at no time, be tolerated at StarCityGames.com events. Anyone exhibiting such behavior will be removed from the event immediately.

#### PRIZE DISTRIBUTION POLICY

Players winning prizes at StarCityGames.com events must submit a complete and appropriate tax form with the following information in order to receive their prize:

- Full Legal Name
- E-Mail Address
- Full Mailing Address
- Social Security Number
- Dated Signature

All Open and Invitational prizes are sent as a check to the address on the player's submitted tax form within fourteen (14) days of the event where the prize was earned.

If a player fails to collect their prize at the event, or fails to submit appropriate tax paperwork to have their prize sent to them, then StarCityGames.com will attempt to contact the player to obtain this information. However, it is ultimately the player's responsibility to provide this information in a timely manner to StarCityGames.com.

All prizes from StarCityGames.com events must be collected or requested in writing within 120 days of the event. Prizes not collected, or requested, before that time will be considered forfeit.

All Prize Wall tickets must be collected and redeemed on-site during the event weekend in which they were earned. Prize Wall tickets not collected and redeemed by the end of the event weekend in which they were earned will be considered forfeit.

All non-monetary prizes (trophies, etc.) must be collected on-site during the event weekend in which they were earned. If they are not, shipping costs for items other than monetary prize payouts are the sole responsibility of the winner.

#### 4. PRIZE SPLITS & SCG POINTS

No prize splits are allowed in StarCityGames.com events, except as explicitly allowed by Wizards of the Coast policy. A finals prize split negotiation that determines a winner requires one player to drop from the event prior to the finals.

Although monetary prizes may be shifted as desired in the finals, SCG Points and StarCityGames.com Invitational invitations are attached to finishes and the results of played matches will be conclusive. Any match played must be done so in good faith.

Splitting or negotiating to attain or relinquish SCG Points is strictly prohibited. Such actions may lead to disqualification from the event.

#### 5. CHECK REISSUE POLICY

Please allow 30 days from the date of Event to receive your prize check.

In the event that a player does not receive a check for prizes earned at a StarCityGames.com-run event:

- 1. If the player provided the correct mailing information and the check not being received resulted from an error by StarCityGames.com staff, the check will be reissued for the original amount. The reissued check will be sent as soon as the corrected address can be confirmed.
- 2. If the player provided correct mailing information and there was no error made by StarCityGames.com, the check will be reissued for the original amount 60 days after the original check was issued. If the player would like to have the payment sent within the 60-day waiting period, the player may elect to have the fee to stop payment (\$30) on the original check deducted from the reissued check. In this case, the reissued check will be sent as soon as the corrected address can be confirmed.
- 3. If the player provided incorrect mailing information that resulted in the check not being received, the fee to stop payment (\$30) on the original check will be deducted from the reissued check. The reissued check will be sent only after the corrected address can be confirmed.

All replacement checks will be sent via trackable method to ensure delivery.

#### 6. TOURNAMENT ENTRY REFUNDS

StarCityGames.com does not issue refunds as a result of Judge rulings or player disqualifications.

If a player registers for an event they are unable to participate in, then the player may request a refund by speaking to Customer Service on-site or emailing <u>organizedplay@starcitygames.com</u> within fourteen (14) days of the event. Refunds will be issued upon verification by StarCityGames.com that the player did not participate in the event.

## 7. TRADING POLICY

While trading is fine, please note that buying/selling cards with anyone other than the authorized, on-site vendors(s), or soliciting on-site or through any StarCityGames.com advertising or social media outlet to buy or sell elsewhere, is prohibited. Additionally, the use of printed price lists, prices on individual cards and/or prices on playmats (more commonly known as "buy mats") is not permitted on the floor of StarCityGames.com events. Doing so may result in all involved parties being removed from the event and being banned from attending future StarCityGames.com events.

StarCityGames.com reserves the right to limit the amount of space being occupied by any one individual while trading, and does not allow the use of suitcases, handcarts, luggage carts, etc. to be used for the purpose of transporting excessive amounts of trade stock.

Only those authorized by StarCityGames.com may alter cards in exchange for any form of compensation. All such authorized alterists are independent contractors and not agents of StarCityGames.com. StarCityGames.com shall have no role in, shall not be bound by, and shall not be liable for, any transaction between an individual and an alterist and you agree that you enter any such agreement at your own risk.

#### 8. LIMITATION OF LIABILITY

Upon the earlier of (i) registering for the StarCityGames.com event or (ii) entering the premises of the StarCityGames.com event, you agree to be bound by the rules and policies set forth herein. To the extent allowed by law, you further release and hold harmless StarCityGames.com from and against any and all actions, suits, liabilities, damages, claims and demands, including legal fees and expenses, which you or your heirs, successors or assigns might have which arise out of or relate, directly or indirectly, your participation in or attendance at the StarCityGames.com event.

#### 9. INDEMNIFICATION

Upon the earlier of (i) registering for the StarCityGames.com event or (ii) entering the premises of the StarCityGames.com event, you hereby agree to indemnify and hold harmless StarCityGames.com from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of your warranties, representations or agreements made in connection with the StarCityGames.com event or which relate to or arise out of your acts or omissions which occur as a result of your attendance or participation at the StarCityGames.com event.

#### 10. GOVERNING LAW

Upon the earlier of (i) registering for the StarCityGames.com event or (ii) entering the premises of the StarCityGames.com event, you agree that the terms set forth herein shall be governed by the laws of the Commonwealth of Virginia, irrespective of its conflicts of laws principles, and that any legal action arising out of or related to any matters set forth herein shall be brought only in the state or federal courts located in the City of Roanoke, Virginia and you further unconditionally consent to the jurisdiction and venue of such courts.