

# Rocket League Community License Terms

## 1. Background and Acceptance

- a. These Rocket League Community License Terms (these “**Terms**”) contain the legal conditions under which Psyonix LLC (“**Psyonix**”) will grant you a limited license to operate and use Rocket League (the “**Game**”) in connection with those events and tournaments that meet the qualification criteria specified in Section 2 below (the “**Qualification Criteria**”; and each such event or tournament, a “**Tournament**”). For the avoidance of doubt, any event or tournament that does not meet all of the Qualification Criteria is, in the absence of a separate written agreement signed by you and Psyonix, unlicensed and unauthorized.
- b. To produce, host, or operate a Tournament, you must agree (or, if under 18 years of age or the age of majority as defined in your country of residence (a “**Minor**”), your parent or legal guardian must agree on your behalf) to abide by these Terms at all times. By operating, playing, or using the Game in any Tournament, or by continuing to operate, play, or use the Game at a Tournament after a change to these Terms, you (or, if a Minor, your parent or legal guardian) are confirming that you have accepted these Terms. You agree (or, if a Minor, your parent or legal guardian agrees) that, once these Terms have been accepted by you (or, if a Minor, your parent or legal guardian), they are legally enforceable just like any written agreement that is signed by you (or, if a Minor, your parent or legal guardian).
- c. If you are a Minor, the use of “you” and “your” in these Terms refers to you as the Tournament organizer and the parent or legal guardian providing permission, as applicable.

## 2. Qualification Criteria for Tournaments

- a. Except as otherwise agreed by Psyonix in writing (including by email), a Tournament is licensed under these Terms only if it meets each of the following criteria:
  - The Tournament is not broadcast on television;
  - You do not restrict or gate participation in, or viewing of, the Tournament behind paid ticketing or entry fees, paid subscriptions/follows, or any other player purchase requirements;
  - If the Tournament is marketed or promoted using the name or trademark of a corporate sponsor (a “**Title Sponsor**”) and/or any Psyonix Assets (as defined below), (i) the Tournament does not have more than one (1) Title Sponsor, and (ii) the Title Sponsor’s name or trademark or Psyonix Asset (as applicable) is only incorporated into the Tournament-specific logo. For the avoidance of doubt, this prohibits any “Presented by” or “Powered by” branding when Psyonix Assets are featured in connection with the Tournament;
  - You pay all costs and expenses associated with the operation, management, or hosting of your Tournament, as provided in Section 3 below;
  - The marketing and promotion for the Tournament complies with the terms in Section 5 below, the Community Brand Guidelines (as defined below), and the Restricted Sponsor List in Section 6;
  - The Tournament does not incorporate or otherwise include any pornographic content or adult-only materials (as determined by Psyonix);
  - The Tournament does not involve alcohol consumption as part of its competition structure (such as a drinking game);

- You do not conduct or promote betting, wagering, or gambling on any Tournament match, or benefit, either directly or indirectly, from betting, wagering, or gambling on any Tournament match;
  - Winners at the Tournament must be determined by skill. Collusion, match fixing or throwing, cheating, hacking, or any other form of unfair play is prohibited by these Terms;
  - The Tournament prize (if any) must be set in advance, must be clearly stated in the Tournament Rules (as defined below), and cannot be a function of, or otherwise be dependent on, the number of participants for the Tournament;
  - To be eligible to participate in any Tournament match, a player must be at least 13 years old (or such other age, if greater, as may be required in such player's country of residence);
  - The total compensation paid to all of the players and/or teams does not exceed \$15,000 USD for a single Tournament organized or hosted by you (as further described in Section 2(b) below);
  - The total revenue generated by any single Tournament organized or hosted by you does not exceed \$50,000 USD (as further described in Section 2(b) below);
  - The Tournament Rules and all marketing materials, including any Tournament Materials (as defined below), must contain or display the following disclaimer: **"THIS TOURNAMENT IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR OTHERWISE ASSOCIATED WITH, PSYONIX LLC. THE INFORMATION PLAYERS PROVIDE IN CONNECTION WITH THIS TOURNAMENT IS BEING PROVIDED TO TOURNAMENT ORGANIZER AND NOT TO PSYONIX LLC."**;
  - The Tournament Rules must also contain the following release: **"BY PARTICIPATING IN THIS TOURNAMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PLAYERS AGREE TO RELEASE AND HOLD HARMLESS PSYONIX LLC, ITS PARENT COMPANY, LICENSORS, ITS AND THEIR AFFILIATES, AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, AND OTHER REPRESENTATIVES FROM ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, LIABILITIES, AND EXPENSES RELATED TO THE TOURNAMENT."**;
  - You do not provide any player data, statistics, or match results for your Tournament to any business engaged in fantasy esports or betting, wagering, or gambling on esports, or otherwise use any player data, statistics, or match results for or in connection with fantasy esports or betting, wagering, or gambling on esports; and
  - The Tournament complies with the Rocket League Community Tournament Guidelines (available at <https://esports.rocketleague.com/community-tournament-guidelines/>) (the **"Community Guidelines"**) and all applicable laws.
- b. In calculating the compensation paid or the revenue generated in connection with any Tournament, all items of value (cash and non-cash) will be counted, including compensation paid or contributions provided in the form of prize money, purses, salaries, non-cash prizes (such as gaming hardware or equipment), travel and lodging expenses, sponsor-furnished clothing or merchandise, appearance fees, crowdfunding, and Streaming Platform (as defined below) revenue.
- c. In the event of a dispute between you and Psyonix relating to the application of the Qualification Criteria to your Tournaments, including whether or not one or more of your Tournaments satisfies the Qualification Criteria, the decision of Psyonix, made in its sole discretion, shall be final and binding.

### 3. Production of Tournaments

- a. You are solely responsible for all Tournaments that you organize, produce, or host and all costs, expenses, and liabilities incurred by you or on your behalf in connection with such Tournaments (including, without limitation, production costs, sales and marketing expenses, and all sales, use, value-added, and similar taxes).
- b. You are solely responsible for (i) complying with all applicable laws relating to your Tournaments and the participation of players in those Tournaments, including all relevant local health and safety requirements if your Tournament is an in-person Tournament, (ii) obtaining all governmental approvals, licenses, and permits required to organize or conduct any Tournament, and (iii) ensuring compliance with any applicable player age and work eligibility requirements in the jurisdiction where the Tournament is taking place. If your Tournament requires a clearance, consent, waiver, license, or permission from any third party, you are solely responsible for, and shall obtain at your cost, any such clearance, consent, waiver, license, or permission.
- c. Without limitation of the foregoing in Section 3(b), you are solely responsible for determining if applicable law in your jurisdiction permits the organizer of a Tournament to pay or award cash and/or non-cash prizes to players or teams.
- d. You acknowledge and agree that Psyonix will not share any user data with you and any independent collection of any user data must be in compliance with all applicable laws applying to you and the players and participants at your Tournament.
- e. You expressly acknowledge and agree that neither you, nor any person working for or with you, has a right to reimbursement from Psyonix for any portion of the costs and expenses incurred in connection with the operation, production, management, or hosting of any Tournament.
- f. You agree that you will establish a set of written rules governing play of the Game at your Tournament (the “**Tournament Rules**”) and that you will provide a copy of the Tournament Rules to each player prior to the start of your Tournament.
- g. You agree that you will not, and will use reasonable efforts to ensure that each of the participants at your Tournaments do not, behave in a manner which violates these Terms, or which is otherwise detrimental to the enjoyment of the Game by other users as intended by Psyonix (as determined by Psyonix). In particular and without limitation of the foregoing, you will not, and will use reasonable efforts to ensure that each of the participants at your Tournaments do not, engage in harassing or disrespectful conduct, use of abusive or offensive language, game abandonment, game sabotage, collusion, match fixing, spamming, social engineering, scamming, or any unlawful activity (“**Toxic Behavior**”).
- h. You agree that Psyonix reserves the right to bar any person from playing or otherwise participating in a Tournament if Psyonix determines, in its sole discretion, that such person has engaged in any activity or practice that constitutes Toxic Behavior or any other violation of these Terms. You agree not to allow any person to participate in your Tournament if Psyonix has barred that person from future tournaments for Toxic Behavior or any other violation of these Terms.
- i. You agree that you will not enter into any contract or agreement with any person participating in a Tournament, now or in the future, that prohibits or restricts the ability of that person from playing or participating in Psyonix’s own tournaments and events. You agree that if Psyonix has barred a player from competing in any tournament or event featuring the Game due to conduct or other violations, you will not permit that player to compete in your Tournaments.

### 4. License Grant

- a. Subject to your compliance with these Terms, Psyonix grants to you, and you accept, a non-exclusive, non-transferable, limited license (with no right to sublicense) to (i) use and publicly display the Game at one or more Tournaments; (ii) promote the Game in connection with a Tournament, subject to the advertising and sponsorship restrictions set forth below; (iii) stream live coverage of a Tournament through an online streaming platform (e.g., Twitch, YouTube, etc.) (a “**Streaming Platform**”); provided, for clarity, that all Tournament Game play streamed pursuant to this subclause (iii) must be streamed with the Game’s music volume set to zero (i.e., the “Music Volume” slider must be moved all the way to the left); and (iv) record your Tournaments, and distribute the recordings for on-demand viewing through a Streaming Platform; provided, for clarity, that that all Tournament Game play distributed pursuant to this subclause (iv) must have been recorded with the Game’s music volume set to zero (i.e., the “Music Volume” slider must have been moved all the way to the left).
- b. The license in this Section 4 becomes effective on the date you accept (or if a Minor, the date your parent or legal guardian accepts) these Terms. The Game is licensed, not sold, to you. These Terms do not grant you any title or ownership interest in the Game.
- c. If you include, embed, or otherwise make use of any Psyonix Assets in any streams or recordings of your Tournaments, or if you include, embed, or otherwise make use of any audio or video of Game play in any streams or recordings of your Tournaments, then in each case you hereby grant to Psyonix an irrevocable, perpetual, non-exclusive, royalty-free license to copy, display, publish, edit, host, store, and otherwise exploit any such streams or recordings (“**Tournament Media**”) or derivative works based on the Tournament Media (including, without limitation, highlights, video clips, still photos, graphics, animations, or other content and/or news from the Tournament Media) throughout the universe in any media now known or hereafter devised.
- d. Your use of the Game is subject to the End User License Agreement for the Game (available at <https://www.psyonix.com/eula/>) (the “**EULA**”) and these Terms. In the event of a conflict between the provisions of the Game’s EULA and the provisions in these Terms, the provisions that are most protective of Psyonix (as determined by Psyonix) will govern and control.

## 5. Marketing and Promotion of Tournaments

- a. Subject to your compliance with these Terms, you may use the Game name and logo, and other creative elements and Game content provided by Psyonix to Tournament organizers from time to time (“**Psyonix Assets**”), to market and promote your Tournaments. You may not, without the prior written consent of Psyonix in each instance, change, alter, or modify any of the Psyonix Assets or create any derivative or variation of any of the Psyonix Assets.
- b. You may not use any Psyonix Assets (i) in a manner that could cause people to believe that your Tournament is an official Psyonix production or that it has been endorsed or approved by Psyonix; (ii) in a manner that may damage the value, reputation, or goodwill of Psyonix, or its products, services or brands (as determined by Psyonix); (iii) in a manner that is in any way inconsistent with Psyonix’s Rocket League Community Brand Guidelines (available at: <https://epicgames.ent.box.com/s/z14m4isqko9ifumy12e1o4sdy72wyzvz/file/962056518565>) (the “**Community Brand Guidelines**”) or the Community Guidelines; or (iv) to create, market or sell merchandise of any kind, including intangible or digital merchandise.
- c. All marketing and promotion materials for your Tournaments that include any part of the Psyonix Assets (“**Tournament Materials**”) must be appropriate for the audience of the Game and be consistent with the spirit and tone of the Psyonix Assets (as determined by Psyonix). Your Tournament Materials may not include links to any website that promotes or exploits (i) cheats or hacks to the Game or any other game, (ii) in-game currency farming or selling, or (iii) the sale, rental, licensing, distribution, or transfer of a game account.

In addition, you may not use any of the items listed at <https://www.psyonix.com/licensees/> (password: RL@Licensee@info) ("**Excluded Marks**") in any of your Tournament Materials without the prior written consent of Psyonix. The Excluded Marks are subject to change and update by Psyonix from time to time, in its sole discretion.

- d. You may not, directly or indirectly: (i) create, use, register, or otherwise exploit any trademark or service mark that is confusingly similar to any of the trademarks or service marks included in the Psyonix Assets; (ii) create, use, register or otherwise exploit any domain name that includes all or any part of the Psyonix Assets; (iii) join any name, trademark, logo, social media identifier, or domain name with any of the trademarks or service marks included in the Psyonix Assets so as to form a composite or combined trade name, mark, logo, or domain name; or (iv) engage in any acts that might jeopardize, challenge, or contest or attempt to acquire, any rights of Psyonix or its licensors in the Psyonix Assets or any part thereof. All use of the Psyonix Assets, and all goodwill generated thereby, shall insure to and for the benefit of Psyonix.
- e. Your Tournament Materials must comply with applicable law, the Community Guidelines, the Community Brand Guidelines, and these Terms, may not violate the rights of others, and must not be obscene, sexually explicit, defamatory, offensive, objectionable, or harmful to others.
- f. Psyonix may, in its sole discretion, instruct you to take down or otherwise remove any Psyonix Assets that have previously been displayed or distributed or prohibit future display or distribution of Psyonix Assets for any reason, including as a result of your non-compliance with these Terms. You will have three (3) business days following receipt of written instructions from Psyonix to take down or otherwise remove the Psyonix Assets specified in Psyonix's instructions.

## 6. Sponsorship of Tournaments

- a. Subject to your compliance with these Terms, including the sponsor restrictions set forth in Section 2(a) and Section 6(b), you may sell sponsorships for Tournaments.
- b. In order to preserve the integrity of competition and the business reputation of Psyonix and its products, you may not include any marketing, promotion, endorsement, or sponsorship of any of the entities, products or services on the following list ("**Restricted Sponsor List**") in any Tournament or any stream or recording of a Tournament: (i) drugs or drug paraphernalia; (ii) tobacco or tobacco related products, including vaping products; (iii) alcohol; (iv) energy drinks; (v) firearms; (vi) pornography or any other adult-only materials; (vii) automotive companies; (viii) cryptocurrencies, non-fungible tokens (NFTs), or any other blockchain-related product or service; (ix) any business (A) whose content is discriminatory, harassing, or otherwise hateful in nature, or (B) whose practices are detrimental to the image of, or results in public criticism of or reflects badly on, Psyonix (as determined by Psyonix); (x) any business that encourages illegal activities or violates applicable law; (xi) gambling products (including fantasy sports betting), lotteries or illegal wagering; (xii) any business that promotes (A) the use of in-game hacks, cheating, exploits, or in-game currency farming or selling, or (B) the sale, rental, licensing, distribution, or transfer of a game account; (xiii) political candidates; and (xiv) high toll phone services.

## 7. Privacy Policy

You agree that by using the Game pursuant to these Terms and hosting a Tournament that features the Game, you consent to the data collection and usage terms in Epic Games, Inc.'s Privacy Policy ("**Privacy Policy**"), as it may be updated from time to time. The Privacy Policy is available at <https://www.epicgames.com/site/en-US/privacypolicy>.

## 8. Disclaimers and Limitation of Liability

- a. THE GAME AND ALL PSYONIX ASSETS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND. PSYONIX, ITS PARENT COMPANY, LICENSORS, AND ITS AND THEIR AFFILIATES, DISCLAIM ALL WARRANTIES, CONDITIONS, COMMON LAW DUTIES, AND REPRESENTATIONS (EXPRESS, IMPLIED, ORAL, AND WRITTEN) WITH RESPECT TO THE GAME AND THE PSYONIX ASSETS, INCLUDING ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS OF ANY KIND, SUCH AS TITLE, NON-INTERFERENCE WITH YOUR ENJOYMENT, AUTHORITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS, OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PSYONIX KNOWS OR HAS REASON TO KNOW OF ANY SUCH PURPOSE), SYSTEM INTEGRATION, ACCURACY OR COMPLETENESS, RESULTS, REASONABLE CARE, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, AND LACK OF VIRUSES, WHETHER ALLEGED TO ARISE UNDER LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PSYONIX, ITS PARENT COMPANY, LICENSORS, AND ITS AND THEIR AFFILIATES, MAKE NO WARRANTY (I) THAT THE GAME OR THE PSYONIX ASSETS WILL OPERATE PROPERLY, (II) THAT THE GAME AND THE PSYONIX ASSETS WILL MEET YOUR REQUIREMENTS, (III) THAT THE OPERATION OF THE GAME WILL BE UNINTERRUPTED, BUG FREE, OR ERROR FREE AT ANY TOURNAMENT OR IN ANY OTHER CIRCUMSTANCES, OR (IV) THAT ANY DEFECTS IN THE GAME OR THE PSYONIX ASSETS CAN OR WILL BE CORRECTED. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 OF THE UNIFORM COMMERCIAL CODE OR IN ANY OTHER COMPARABLE STATUTE IS EXPRESSLY DISCLAIMED. PSYONIX, ITS LICENSORS, AND ITS AND THEIR AFFILIATES, DO NOT GUARANTEE CONTINUOUS, ERROR-FREE, VIRUS-FREE, OR SECURE OPERATION OF OR ACCESS TO THE GAME OR ANY PSYONIX ASSET.
- b. To the maximum extent permitted by applicable law, neither Psyonix, nor its parent company, licensors, nor its or their affiliates, nor any of Psyonix’s service providers (collectively, the “**Psyonix 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 Terms, the Game, or the Psyonix Assets, or the delay or inability to use or lack of functionality of the Game, even in the event of an Psyonix Party’s fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if an Psyonix Party has been advised of the possibility of such damages. Further, to the maximum extent permitted by applicable law, the aggregate liability of the Psyonix Parties arising out of or in connection with these Terms, the Game or the use of any Psyonix Asset will be limited to your direct damages in an amount not to exceed **\$250 USD**. Multiple claims will not expand this limitation. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.
- c. Notwithstanding the foregoing, some countries, states, provinces, or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations shall apply only to the extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction with respect to the Game, and nothing in these Terms will prejudice the statutory rights that you may have as a consumer of the Game.

## 9. Indemnification

You agree to indemnify, pay the defense costs of, and hold Psyonix, its parent company, licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys’ fees, costs, and expert witnesses’ fees) that arise from or in connection with (a) any breach, or alleged breach, by you of these Terms; (b) your negligent acts or omissions; (c) your use of the Game in connection with a Tournament (except for claims resulting solely from the use of the Psyonix Assets in the form provided by Psyonix); (d) the organization, operation, production, marketing, or promotion of a Tournament; and/or (e) the distribution of streams or recordings of your Tournaments (except for claims resulting solely from the use of the Psyonix Assets in the form provided by Psyonix). You agree to reimburse Psyonix on demand for any defense costs incurred by Psyonix or any other indemnified party and any payments made or loss suffered by Psyonix or an indemnified party, whether in a court judgment or settlement, based on any matter covered by this Section 9.

## 10. Termination

Psyonix may, in its sole discretion, terminate these Terms and your rights and licenses hereunder at any time without cause by written notice to the email address listed in your online account registration. In addition, Psyonix may at any time without cause discontinue the entire Rocket League Community License program by posting a notice on the following site: <https://esports.rocketleague.com/community-license/>.

## 11. Changes to These Terms

Psyonix may update, revise, change, or modify these Terms from time to time. You are responsible for checking this page regularly for any updates, revisions, changes, or modifications. Your continued use of the Game at a Tournament after the posting of revised Terms on this page means that you accept and agree (or, if a Minor, your parent or legal guardian accepts and agrees) to the changes.

## 12. Remedies

- a. You acknowledge and agree that, among its remedies, Psyonix may bar you from serving as an organizer for future Tournaments featuring the Game if you violate any of these Terms. In particular and without limitation of the foregoing, you acknowledge and agree that Psyonix may bar you from serving as an organizer for future Tournaments if you fail to monitor Toxic Behavior or any other violation of these Terms by players and participants at your Tournaments and take appropriate and lawful measures to stop such Toxic Behavior or other violation.
- b. You acknowledge and agree that a violation by you of these Terms may cause Psyonix irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a violation or threatened violation, Psyonix shall be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and you hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief.
- c. The remedies in these Terms shall not be deemed to be exclusive but shall be in addition to all other remedies available at law, in equity or otherwise.

## 13. General Terms

- a. You agree that any dispute or claim by you arising out of or related to these Terms (“**Claim**”) shall be governed by North Carolina law without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, a Claim shall be instituted exclusively in the federal courts of the United States or the courts of North Carolina, in each case located in Wake County. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- b. You agree to comply with all applicable laws and the policies of the Streaming Platform you are using to stream any Tournament.
- c. These Terms are for the sole benefit of you and Psyonix and nothing herein, express or implied, is intended to, or shall confer upon any other person or entity, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- d. If any currency conversion is required in connection with the calculation of the total compensation and/or sponsor contribution amounts set forth in Section 2(a), such conversion will be made at the spot rate of exchange published by The Board of Governors of the Federal Reserve System in Statistical Release H.10 for the date that is five (5) business days before the day on which such amounts were paid and/or provided.

- e. These Terms, together with the Community Guidelines, Psyonix's Terms of Use (available at <https://www.psyonix.com/tou/>), the Game's EULA, and Psyonix's Privacy Policy, constitutes the entire agreement between you and Psyonix with respect to your operation and use of the Game during a Tournament pursuant to these Terms and supersedes any prior agreement, whether written or oral, relating to the subject matter of these Terms. No waiver of these Terms by Psyonix shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Psyonix to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

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