

## The Champions of the Undead Promotion

These terms and conditions (the **Terms**) apply to the Champions of the Undead promotion (the **Promotion**) and will prevail in the event of any conflict or inconsistency with any other communications, including online or in-venue advertising or promotional materials relating to the Promotion, as well as the [Terms of Service](#). Information on prizes and how to enter forms part of these Terms.

### Promoter

The Promoter is Zero Latency Pty Ltd, ABN 71 168 651 885, (**Zero Latency**) 5 Harper Street, Abbotsford, VIC, 3067, Australia

### Promotional Period

The Promotion will be open from AEST 12pm 10<sup>th</sup> August 2023 and will close at AEST 11pm 6<sup>th</sup> September 2023 (the **Promotional Period**).

### Entry Criteria & Mechanic

Entry into the Promotion is open to all persons over the age of 18 years who, during the Promotional Period play Undead Arena at one of the Zero Latency VR venues listed [here](#) excluding Italy, Japan, France, French Guiana and currently Arizona within the United States of America (pending application approval from the Arizona Attorney-General's office), each location is a **Participating Venue** and each eligible player an **Entrant**.

This Promotion is a game of skill; chance plays no part in determining the winners.

Former and current directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

Entrants may enter more than once during the Promotional Period. By satisfying the above entry criteria, each Entrant is considered to have accepted these Terms.

### Promotion Scoring

The Promotion, including determination of the winners, is based on scores achieved during gameplay. Gameplay requires each Entrant to kill zombies using a range of weapon types and points will be awarded based on how each zombie is killed, for example a standard kill (100 points), headshot kill (150 points), assisted kill (25 points) and by using the fire traps (100 points).

Separate leader boards will be maintained, grouped by the following regions, with each Entrants' score being automatically recorded according to the region in which they play:

- Europe & Middle East (covering Austria, Belgium, Germany, Kuwait, Luxembourg, Netherlands, Portugal, Spain, Switzerland, United Arab Emirates, United Kingdom, Ireland)
- Americas (covering USA, Canada, Mexico); and
- Asia Pacific (covering Australia, India, New Zealand, Singapore).

The highest scoring Entrant in each region (each a "**Finalist**") will be flown to the Zero Latency Las Vegas Venue ("**Grand Final Venue**") to compete in the grand final on 5<sup>th</sup> October 2023. For the avoidance of doubt, there will be three (3) Finalists in total – one from each region. Each of the 3 Finalists will be notified by 5pm AEST on Thursday 7<sup>th</sup> September 2023 via email or phone (to the

email address or phone number provided when logging in to play at the relevant Participating Venue) that they are a regional winner and are invited to take part in the grand final and bring one (1) companion. Each Finalist must respond to this email within 7 days to confirm their participation in the grand final. Failure to respond within this timeframe will forfeit participating and the next highest scorer in the relevant region will be invited to play.

The full names of all 3 Finalists will also be published on the Promoter's social media channels by Wednesday 13th September.

## **Expenses**

The following costs will be covered to all 3 Finalists in order to participate in the Las Vegas Venue:

- Economy class flights up to the value of \$2,200 USD per person, flights will be booked by Zero Latency's travel agent from the finalists' respective closest international airports. Travel to/from each Finalists' respective international airports is not included;
- One (1) double room accommodation for the finalist and companion, for 2 nights up to the value of \$500 USD per night, at the MGM Grand Hotel Las Vegas.
- Travel and transports (including ground transfers) to the value of \$150 USD and paid via a one off Uber Gift Card.
- Travel insurance for up to one (1) week for each finalist and their respective companion up to the value of \$500 USD per person.

The Finalists will play three games of a 'hard mode' version of the Champions of the Undead together at a time to be nominated by the Promoter, on 5 October 2023. This 'hard mode' version will include even more zombies than the regular game, and will therefore be even more of a challenge. If any Finalist is unable to attend the nominated grand final destination or date, the invite will be forfeited to the next highest scorer in the relevant region. The date and time may be changed by the Promoter in the event that circumstances arise which are outside of its control (refer to the General section of the Terms for additional information).

The Finalist with the highest score at the grand final (i.e. the score achieved on 5<sup>th</sup> October only and not the cumulative score from previous gameplay) will be the overall winner and will receive \$15,000 USD, to be paid via bank transfer in their local currency based on mid market conversion rates on the day of payment by the Promoter.

All Finalists and travel companions will be required to comply with the below additional requirements in order to participate:

- a) Airline tickets are non-refundable or non-transferable;
- b) All applicable taxes, fees, charges and surcharges relating to the airline tickets shall be paid by the Promoter;
- c) They must abide by and are subject to the Airline's published Conditions of Carriage (or similar, as applicable);
- d) Once airline tickets have been issued, they are only valid for flights and dates shown;
- e) If a booking is cancelled, no alternative tickets will be issued;
- f) Travel insurance is included;
- g) They must have a passport that is valid for at least 6 months on date of travel with one blank visa page;
- h) Any visa for travel to the grand final venue in Las Vegas, United States of America is the responsibility of the Finalist and their travel companion. Each Finalist must share their visa with Zero Latency by Wednesday 20th September to confirm their participation in the grand final. There is no guarantee for participation in the final if your country of origin is not a country that participates in the US State Departments US Visa Waiver program.

- i) Any specific health declaration (including but not limited to COVID 19 vaccinations) necessary for travel to the grand final venue is the responsibility of the Finalist and their travel companion.
- j) Flight extras (including on-board meals and drinks, if applicable) are not included in the prize. Such costs are the Finalists' responsibility;
- k) Any costs or expenses not expressly included in the prize pursuant to these terms and conditions including without limitation, excess baggage, additional excursions and attractions will be the sole responsibility of the Finalist;
- l) The Finalist is solely responsible for any additional charges incurred at the hotel during their stay, including, without limitation, costs of meals, drinks, additional nights and services together with related taxes; and

The ability to participate in the grand final will be forfeited, and the next highest scorer in the relevant region will be invited to the grand final, if:

- a) The Finalist is unable to travel during the dates specified by the Promoter;
- b) The Finalist has not obtained the proper travel visas or health documents and shared them with Zero Latency by Wednesday 20th September 2023;
- c) The Finalist has any immigration complications which prevent them from entering, leaving or travelling to the location specified by the Promoter; or
- d) The Finalist has any medical, legal or any other reason that would prevent them from accepting and participating in the grand final.

### **Runners up**

The following will be considered runners up and will each receive a HTC VR Elite Headset valued at A\$2,099 (or USD\$1,099) each. A total of 8 HTC Elite Headsets will be awarded.

- Grand finalist runners up: The two Finalists who don't get the highest score at the grand final; and

Regional runners up: The Entrants with the highest two scores in each region (after the Finalist's).

### **Prohibited Hacks & Behaviour**

All Entrants must engage in fair play during the Promotion and under no circumstances should Entrants exploit bugs, hacks or glitches in order to receive an unfair benefit during gameplay. Any Entrant who, in the reasonable opinion of the Promoter, engages in this behaviour or tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process will be ineligible to win. This shall include where an Entrant:

- a) Violates any rules, guidelines or instructions that the Promoter may convey regarding the Promotion;
- b) Interferes with or disrupts the operation of the Promotion;
- c) Engages in any action that may adversely affect other participants, or manipulate the Promotion in any way;
- d) Disparages the Promoter or harms its goodwill or reputation;
- e) Breaches the security of the Promoter's systems or identifies any security vulnerabilities in them;
- f) Impersonates any person or entity, or makes any false statement pertaining to their identity; or
- g) Engages in any activity that constitutes or encourages conduct that would constitute

a criminal offense, give rise to civil liability or otherwise violate any applicable law, including laws governing privacy, defamation, mass email, spam, export control, consumer protection, unfair competition and false advertising.

### **Personal Information & Proof of Identity**

As a pre-condition of accepting any prize, the Promoter may request verification of identity, through reasonable means of identification. Any winning Entrants shall promptly provide any additional information necessary to verify identification in order to effectuate his or her receipt of the prize (such as postal address). This can be done via video call if required. Failure to provide identification will result in the prize being forfeited.

Any personal information provided by each Entrant will be used by the Promoter for the purpose of administering entry into this Promotion. Personal information will be handled according to the Promoter's Privacy Policy which can be viewed [here](#). The Promoter's privacy policy contains information about how each Entrant may access, update and seek correction of the personal information the Promoter holds about them and how the Entrant may complain about any potential breach by the Promoter of privacy laws and how such complaints will be dealt with. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim the prizes in the Promotion.

Belgian entrants have the right to file a complaint with the Data Protection Authority (Drukpersstraat 35, 1000 Brussels - [www.dataprotectionauthority.be](http://www.dataprotectionauthority.be)). You can also contact us directly with any complaints (see contact details at the end of the Terms).

### **Publicity and promoting success**

All Entrants including the Finalists acknowledge and agree that the Promoter may publish: (a) the player display name of each Entrant on the leaderboard of the Promoter's websites as connected with the Promotion throughout the Promotional Period, and (b) the details of the finalists and winner (their full name, social media handle, player display name, region and photographs or videos published by the Entrant in the context of the Promotion), in Promoter's marketing material or reports, in social media content, on Promoter websites, in brochures or in printed collateral

### **General**

The Promotion is governed by the laws of Belgium. The courts of Belgium shall have non-exclusive jurisdiction of any disputes relating to these Terms or participation in the Promotion. The Promoter accepts no responsibility for any personal Entrant tax liabilities that may arise from any prizes awarded during the Promotion. The prizes may be taxable income under the laws applicable to the winners. The winners are solely responsible for reporting the prizes to the relevant tax authorities, and paying all taxes applicable to the prizes, as required by the applicable tax laws. Upon the Promoter's first request, the winner will promptly complete and submit to the Promoter all tax forms, certificates or authorizations as may be necessary under the applicable tax laws.

Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prizes and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, Entrants accept that risk for themselves and for their companion(s) (if applicable).

To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including without limitation, damages for loss of profit, missed savings, reduced goodwill, damage due to business stagnation, business interruption, loss of business information, damage as a result of claims from customers of the Promoter, damage related to the use of goods, damage, destruction or loss of data and documents, etc) or personal injury suffered or sustained in connection with the Promotion, including during the course of any gameplay and during any travel required to attend the grand final, or from accepting or using any prize. In any event, whatever the

legal basis for the claim, the Promoter's total liability and that of its Subsidiaries will be limited to the maximum extent permitted by applicable law.

All Entrants agree to indemnify, defend and hold harmless the Promoter and anyone acting on its behalf, at the Entrant's expense from and against all damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any complaint, allegation, claim, or demand.

Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

The value of each prize is accurate as at the commencement of this Promotion. The Promoter accepts no responsibility for any variation in the value of a prize offered in the Promotion.

If, for any reason whatsoever, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure, natural disaster, pandemic or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Promotion, the Promoter reserves its right in its sole discretion to take any action that may be available, subject to Federal, State and Territory regulations. To the extent possible, the Promoter will notify as many Entrants as possible through the channels available to it.

If any of these Terms and Conditions are invalid for any reason, the invalidity shall not affect the remaining Terms & Conditions of this promotion.

If you have any queries in relation to any of the above terms and conditions, please contact Karen Jarvis at [karen.jarvis@zerolatencyvr.com](mailto:karen.jarvis@zerolatencyvr.com)