

Abbreviated terms for social:

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS TOURNAMENT. TO PARTICIPATE IN THE TOURNAMENT, YOU MUST HAVE AN ACTIVE AND UPDATED DISCORD ACCOUNT, STEAM ACCOUNT, AND COUNTER STRIKE 2 ACCOUNT.

Terms and conditions apply, see <https://www.gci.com/nli> for Official Rules. Tournament registration opens at 8:00 A.M. AKST on March 8, 2024 to legal residents of Alaska over the age of 18. Void where prohibited and restricted by law. Combined total of available prizes of \$25,000. Sponsor: GCI Communication Corp., 2550 Denali Street, Suite 1000, Anchorage, AK 99503

**GCI Northern Lights Invitational Tournament: Season 2
Official Rules**

Effective March 29, 2024

By entering and/or participating in the Tournament, you (“Entrant” or “Participant”) agree to be bound by these Rules and acknowledge and agree that the decisions rendered on behalf of Sponsor are final.

NO PURCHASE NECESSARY TO ENTER OR WIN. The GCI Northern Lights Invitational Tournament (“Tournament”) may only be entered in or from the State of Alaska U.S.A. This Tournament is governed exclusively by the laws of the United States. You are not authorized to participate in the Tournament if you are not a resident of the State of Alaska, U.S.A. as of the starting date of the Tournament.

1. Start/End Dates. The Tournament will be conducted using the game Counter-Strike 2 (“Game”). The registration period (the “Registration Period”) for the Tournament begins on March 8, 2024 at 8:01 A.M. Alaska Standard Time (“AKST”) and is scheduled to end the earlier of (i) when all Tournament Spots (as defined below) have been filled in accordance with these Official Rules (the “Rules”) or (ii) March 29, 2024 at 11:59pm AKST. The Tournament begins on or after 12:00 PM AKST on April 6, 2024 and ends no later than 8:00 PM AKST on April 13, 2024 (“Tournament Period”). The competitions will take place over the course of two days—April 6, 2024 and April 13, 2024 at times to be chosen by Sponsor in its sole discretion. Sponsor is the official timekeeper for the Tournament.

2. Registration. To complete a registration, participants must visit www.gci.com/nli during the Registration Period and follow the on-screen instructions to complete the registration steps.

For the purposes of this Tournament, a team (each, a “Team”) must consist of five individual players (each, a “Player” and collectively the “Players”). All Team members must meet the eligibility requirements outlined in these Rules. The same Player cannot be a member of more than one Team. If at any point in time a Team is unable to field five Players in accordance with these Rules, the Team will be considered ineligible for participation and may be subject to disqualification from the Tournament.

The maximum number of participants in this Tournament (“Tournament Spots”) is 640 Players. Participants have the option to register as a Team of exactly five Players, as individuals, or as a group with less than five players. When a participant registers as an individual, they will be placed into a Team with four other participants based on their Game matchmaking ranking. When participants register as a group with less than five players, the tournament organizer will fill the roster to five Players to form a complete Team. Teams will be filled on a rolling basis throughout the Registration Period, and Sponsor and Administrator will attempt to notify participants who have entered but have not been placed on a Team. If, however, at the end of the Registration Period, there are not enough participants to make a full Team of five Players, any remaining participants who have not been placed on a Team may be denied Tournament Spots. All decisions relating to registration, formation of Teams, and granting of Tournament Spots are final and will be made in the sole discretion of the Sponsor and Administrator.

3. Eligibility. The Tournament is open only to legal residents of the State of Alaska, who are at least 18 years old as of the date of entry. Entries originating from any other jurisdiction are not eligible. Each Player must have his/her own active and updated Discord account, Steam account, and Counter-Strike 2 account in order to participate. Each Player is responsible for providing all necessary computer equipment and an internet connection for participating in the Tournament.

This contest is void outside the State of Alaska or where prohibited, taxed or restricted by law. Employees, officers, and directors of GCI Communication Corp. (“GCI” or “Sponsor”) and Magnetry LA LLC (“Administrator”), and its and their parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Tournament materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state, and local laws and regulations apply.

All Players must be able to reasonably prove they are valid residents of the state of Alaska. Tournament Administrators will regularly monitor matches and may request to see a valid Identification Card if they believe a player who is not a valid resident of Alaska is competing. If a Player suspects another Player or Team of not being a valid resident of the state of Alaska, they may submit a dispute to the Tournament Administrators on Discord. The Tournament Administrators may then request to see a valid Identification Card issued by the state of Alaska. All Players who proceed to the Playoffs may be required to submit a valid Identification Card issued by the state of Alaska. Any Player who is found to not be a resident of the state of Alaska will be banned from this and all future tournaments and their team for the current tournament will be forfeited with their opponents advancing.

4. Tournament Phases. There will be three phases of the Tournament (each a “Phase”). Prizes will be awarded to the top four winning teams in accordance with the terms of these Rules.

Phase 1 – Play Day #1

Phase 1 of the Tournament will consist of up to 128 Teams. On Play Day #1, up to 128 Teams will compete and the seedings will be based on the average of Players’ matchmaking rank from the Game. Play Day #1 is a best-of-3, single elimination format in which the winner of each match will move on to the next round. Matches will continue in this format until there are 4 remaining teams. Phase 1 will conclude when the top 4 Teams are identified

in accordance with the tournament bracket. If fewer than 128 Teams register for the Tournament, Sponsor and Administrator reserve the right to restructure the bracket, at their sole discretion.

At the conclusion of each match, the Sponsor will determine, in its sole and absolute discretion, which Team is declared as the winning Team and which Team is declared as the losing Team. The winning Team from each match will be eligible to move forward on to the next round or Phase.

Phase 2 – Playoff/Finals

Phase 2 of the Tournament will consist of the top 4 teams from Phase 1 and will be played in two rounds. Round 1 is a best-of-3, single elimination format in which the winner of each match will move on to Round 2. In Round 2, winning teams from Round 1 will compete in a final best-of-3, single elimination match to determine the championship Team who will receive the Grand Prize. The Team who reaches the final match but does not win will receive the 2nd Place Prize. The two teams who did not advance to the final match will each receive a Runners-Up Prize. Phase 3 will conclude when the championship Team is identified.

ALL DECISIONS OF SPONSOR AND/OR ADMINISTRATOR IN RELATION TO SETTING THE APPLICABLE BRACKETS FOR EACH PHASE WILL BE MADE BY SPONSOR AND/OR ADMINISTRATOR IN THEIR SOLE AND ABSOLUTE DISCRETION AND SHALL BE CONSIDERED TO BE FINAL AND BINDING WITHOUT RIGHT OF APPEAL. NO TEAM IS A WINNING TEAM OF ANY QUALIFIER OR PHASE UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE TEAM AS THE WINNING TEAM OF THE APPLICABLE EVENT IN ACCORDANCE WITH THESE RULES.

5. Available Prize(s).

GRAND PRIZE: \$12,500 USD

2ND PLACE PRIZE: \$7,500 USD

RUNNERS-UP PRIZES: \$2,500 USD per team

Combined total of available prizes is \$25,000 USD. Prizes will be payable by check and will be evenly distributed by Administrator to each Player on a winning Team, subject to these Rules.

Unclaimed prizes will not be awarded. All unspecified expenses are the responsibility of winner(s). Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prizes.

6. Cheating. The Tournament will utilize Akros Anti-Cheat on each game server throughout the tournament. Akros Anti-Cheat is a heuristic and server-based detection program that can detect known and unknown cheats as well as detect anyone trying to compete from out-of-state that has not already verified their status with the Tournament Administrator. The program continuously runs on the tournament game servers and collects any necessary information to detect instances of cheating. Any Player who is found by Akros Anti-Cheat

to be in violation of the rules will be banned from this and all future tournaments and their team for the current tournament will be forfeited with their opponents advancing.

7. Notification. Winner(s) will be notified by email at the email address provided in Winner's entry. In order to receive a prize, a winner may be required, within 14 days of prize notification, to sign and return an Affidavit of Eligibility/Declaration of Compliance, Liability/Publicity Release, and/or appropriate tax forms to receive a prize. Winner(s) are responsible for submitting taxable information and events to the appropriate entity. Winner(s) agree to share any necessary information to issue payment including, but not limited to, banking and personal information. Winner(s) agree to provide required information for payment within 10 business days of winning date. If any winner cannot be contacted within five calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, or if any winner rejects his/her prize or in the event of noncompliance with these Tournament rules and requirements, such prize will be forfeited and an alternate winner may, at Sponsor's sole discretion, be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. Limit one prize per Team and per individual Player.

8. Conditions. All federal, state, and local taxes are the sole responsibility of the winner(s). By participating, entrants and winner(s) agree to release and hold harmless Sponsor and Administrator, each influencer or commentator for live matches, Valve Corporation (Steam), Instagram, Facebook, Twitter, Twitch, and its and their affiliates, partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, (i) any failure of the Website and/or any other website or any platform during the Tournament; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Registration and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Tournament; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; (vi) any property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Tournament, (vii) possession, acceptance and/or use or misuse of prize or participation in any Tournament related activity, and/or (viii) and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Tournament cannot take place or if the prize cannot be awarded due to travel cancellations, delays or interruptions due to COVID 19, acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Rules, or who attempt to interfere with this Tournament in any way, shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

9. Publicity Release. By registering for the Tournament, entrants grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all other names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise

contained in or in connection with any participation of entrants and/or their Teams in the Tournament and/or image (all attributes, collectively, per person, a "Persona") for purposes of advertising and trade (including in and in connection with any promotional materials), in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law. Further, by registering for the Tournament, entrants grant to Sponsor a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce any materials entrants and/or their Teams have submitted (including, without limitation, any video or written supplemental material), to reproduce entrants' and/or their Teams' performance at any Tournament event, and to otherwise use, exploit, copy, modify, adapt, edit, publish and display such materials (including, without limitation, any video or written supplemental material) in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by registering for the Tournament, entrants hereby waive any moral rights they may have in their materials in favor of the Sponsor. Sponsor is entitled to assign and/or sublicense all rights granted herein to third parties, including but not limited to Administrator, promotion partners and/or sponsors, third-party media and platform partners, or to affiliates of Sponsor and to enable them to transfer or sublicense these rights.

10. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter or participate in the Tournament, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Tournament should (in its sole discretion) virus, bugs, non authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Tournament. In such a case, Sponsor may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Tournament or web site. Sponsor may prohibit an entrant from participating in the Tournament or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Tournament by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

This Tournament is subject to all applicable laws and regulations. The decisions of the

Sponsor and Administrator with respect to all aspects of this Tournament are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR OR ADMINISTRATOR TO BE IN VIOLATION OF THE SPONSOR'S OR ADMINISTRATOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.

Sponsor reserves the right to adjust any of the dates, timeframes and/or other Tournament mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by Team or Player with registration and/or other requirements of these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of Sponsor, in its sole and absolute discretion, affect the proper administration of the Tournament as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between these Rules and disclosures or other statements contained in any Tournament-related materials, including, but not limited to, any instructions or interpretations of these Rules given by any representative of the Sponsor or Administrator, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE TOURNAMENT, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE TOURNAMENT. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100 USD. WITHOUT LIMITING THE FOREGOING, THIS TOURNAMENT AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR

EXCLUSIONS.

12. Disputes; Governing Law. To the extent permitted by applicable law, by entering the Tournament, entrants agree that any and all disputes, claims, and causes of action arising out of the promotion or any prize awarded shall be resolved individually, without resort to any form of class action. These Rules shall be governed by and construed in accordance with the laws of the State of Alaska, without giving effect to any choice of law or conflict of law rules. Exclusive jurisdiction and venue for any legal proceedings arising out of this Agreement shall be in Anchorage, Alaska. The parties agree not to raise the defense of forum non conveniens.

13. List of Winner(s). To obtain a list of winner(s), send a request by e-mail to mmonares@gci.com.

14. Contact Information.

Sponsor:

GCI Communication Corp.,
Attn: Corporate Counsel
2550 Denali St., Suite 1000
Anchorage, AK 99503

Administrator:

Magnetry LA LLC.
6327 W. 85th St.
Los Angeles, CA 90045.

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