

WORLDCHAMPIONSHIP.COM™ TERMS OF SERVICE

Last Updated: November 10, 2020

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 26

1. PREAMBLE

The following Terms of Service (“Terms”) set forth the terms and conditions of the agreement between you, an individual user (“You”), and Aly Pte. Ltd., a Singapore Private Limited Company with the address of 7 Temasek Boulevard, #12-02A, Suntec Tower One, Singapore 03897 (“WorldChampionship.com™”, “We” or “Us”) in conjunction with our offering of our cryptos, options and stocks trading competitions (“the Service”) through our website, <http://worldchampionship.com> or app (collectively, the “Site”), and these Terms govern your rights and responsibilities with respect to your participation in the Service.

2. THE SERVICE

WorldChampionship.com™ will host a number of cryptos, options and stocks trading competitions, in which users will submit information pertaining to their real-world investment performance on national securities exchanges conducted through real-world third-party brokerage sites. We will then determine the winners of these competitions based on participants’ investment performance in real-world trading activities conducted on their chosen third-party brokerage site. WorldChampionship.com™ shall have sole and absolute discretion in determining its competition rules and selecting winners of its competitions. Further, WorldChampionship.com™ shall be the sole arbiter of disputes over who wins each competition.

WorldChampionship.com™ has no affiliation with any such third-party brokerage site and is not itself engaged in security-swap transactions in any form.

Residents of the United States and other U.S. territories are permitted to enter our competitions and earn electronic badges and listing among our leaderboard, but they are not eligible to win tangible prizes of monetary value. To the extent the winner of one of our competitions is a resident of the United States and would like to receive a trophy commemorating success in our competition, to the extent permissible by law, WorldChampionship.com™ will sell them a trophy for fair market value.

3. ACCEPTANCE OF TERMS

By accessing the Site and using any part of the Site or Service, you agree to be bound by these Terms. It is your responsibility to review these Terms regularly to determine whether they have changed. If you do not agree to all of the Terms, then you may not access the Site or attempt to use our Services.

4. TERMS REPRESENT ENTIRE AGREEMENT

These Terms, as may be updated from time to time, and which include the [Privacy Policy](#) and game rules incorporated by reference herein, constitute the entire agreement between you and WorldChampionship.com™ with respect to the Site. These Terms supersede any prior agreements, oral or written, between you and WorldChampionship.com™. To the extent there is any conflict between the language directly stated in these Terms and any provision in the Privacy Policy, game rules, other terms of service related to other business ventures that may appear on our website, and/or any other language that may appear on our website, the language directly written into these Terms shall have superseding effect. A provision of these Terms may be waived only by written instrument executed by the party entitled to the benefit of such provisions. The failure of WorldChampionship.com™ to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

5. MODIFICATION OF TERMS

WorldChampionship.com™ reserves the right, at its sole discretion, to modify or replace the existing Terms at any time. Each time we modify or replace the Terms, we will note the month and year of the most recent update at the top of this document. Should any change in Terms occur, you shall be responsible for reviewing and becoming familiar with any such modifications. Your continued use of the WorldChampionship.com™ Site and Service upon any change or modification of the Terms constitutes your constructive acknowledgement and acceptance of these modifications. If you do not agree to any such modifications we may make to the Terms from time to time, your only recourse is to discontinue your use of our Site and Services.

6. USER ELIGIBILITY

By using our Site or Service, you hereby represent and warrant that you are a natural person (corporate entities and similar organizations are not eligible to enter WorldChampionship.com™ competitions) and you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in the Terms and to abide by and comply with these Terms.

Further, you represent and warrant that:

- i) You are the age of majority in your jurisdiction of residence.
- ii) You reside in a jurisdiction in which participation in any competition you choose to participate in is allowed by applicable law.
- iii) If you are a resident of the United States or any of U.S. territory, you agree and acknowledge that you are not eligible to win tangible prizes of monetary value. To the extent the winner of one of our competitions is a resident of the United States or any U.S. territory and would like to receive a trophy commemorating success in our competition, to the extent permissible by law, WorldChampionship.com™ will sell them a trophy for fair market value

- iv) You will establish only one account to participate in the competitions offered on the WorldChampionship.com™ Site, and only you will operate the account.

- v) You will abide at all times by these Terms and any other agreements between you and WorldChampionship.com™.

- vi) You are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.

- vii) For any competition available to the general public in which a prize is offered, you are not a principal, operator, officer, employee, director, contractor or agent of WorldChampionship.com™ nor are you an immediate family member of any principal, operator, officer, employee, director, contractor or agent of WorldChampionship.com™. The term “immediate family member,” in this context, includes parents, children, spouses, siblings, or any other person residing in the same household of a principal, employee, officer, director, contractor, or agent of WorldChampionship.com™. Notwithstanding the foregoing, the eligibility of any given individual to win a prize, as well as whether any given individual constitutes a principal, operator, officer, employee, director, contractor, agent or immediate family member of WorldChampionship.com™ shall be determined by WorldChampionship.com™ at the absolute discretion of WorldChampionship.com™.

If any of the above representations and warranties are not met, in addition to any other rights and remedies available under law or equity, WorldChampionship.com™ reserves the right to suspend or terminate your account and to revoke or withhold the awarding of any prizes or accolades associated with your account.

Further, in the event that WorldChampionship.com™ discovers that you have opened more than one account, in addition to any other rights that WorldChampionship.com™ may have, WorldChampionship.com™ reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the award of any prizes.

7. USER CONDUCT

As a condition of use, you agree not to use the Site or Service for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by WorldChampionship.com™. By way of example, you agree not to abuse, harass, impersonate, intimidate or threaten other WorldChampionship.com™ users; not to use the Site for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws; not to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any WorldChampionship.com™ user; and not to create or submit unwanted email ("Spam") or other form of digital messaging to any other WorldChampionship.com™ user(s).

Further, you agree not to submit comments discussing or linking to affiliate programs, multi-level marketing schemes, personal business ventures, or off-topic content; not to post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and not to use any robot, spider, scraper or other automated means to access the site for any purpose (except for RSS feed access) without our express written permission.

Finally, you agree that you will not: (1) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (2) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (3) bypass any measures WorldChampionship.com™ may use to prevent or restrict access to the Site.

Violation of our rules may result in the removal of your content from the Site and/or the cancellation of your account. You acknowledge and agree that WorldChampionship.com™ may remove any User Content and terminate any WorldChampionship.com™ account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content). IN ADDITION, ANY ATTEMPT BY A USER TO DELIBERATELY DAMAGE THE SITE OR SERVICE OR TO UNDERMINE THE LEGITIMATE OPERATION OF OUR SERVICES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT OCCUR, WORLDCHAMPIONSHIP.COM™ RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT AVAILABLE BY LAW. YOU FURTHER CONSENT TO ENTRY OF AN INJUNCTION AGAINST YOU TO BAR ANY SUCH THREATENED OR ACTUAL ATTEMPT, WITHOUT THE NEED FOR WORLDCHAMPIONSHIP.COM™ TO POST BOND.

To report abuse of the Site or Service, or violation of these Terms, please contact us at info@spiking.com.

8. USER CONTENT

You understand that all content created or posted by users of either the Site or Service (“User Content”), including but not limited to profile information and communications with other users, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originated. This means that you are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Site. Under no circumstances will WorldChampionship.com™ be liable in any way for any User Content uploaded, posted, shared, emailed, transmitted or otherwise made available via the Site.

You represent that you will not use the Site or Service to post, share, email, transmit, or otherwise make available via the Site, or cause to be posted, shared, emailed, transmitted, or otherwise made available via the Site, any User Content that is: infringing, libelous, defamatory,

abusive, offensive, obscene, pornographic, vulgar, or otherwise in violation of any law or right of any third party; or that infringes upon the intellectual property rights of WorldChampionship.com™, its users, or any third party. You agree at all times to defend, indemnify and hold harmless WorldChampionship.com™, its affiliates, successors, transferees, assignees, and licensees, and its respective parent and subsidiary companies, agencies, associates, officers, directors, members and employees of each, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees, arising out of or related to your breach of any obligation, warranty, representation, or covenant set forth herein.

You acknowledge that WorldChampionship.com™ may or may not pre-screen User Content, but that WorldChampionship.com™ and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, and/or move any User Content available via the Site. Without limiting the foregoing, WorldChampionship.com™ and its designees shall have the right (but not the obligation) to remove any User Content that violates these Terms or is otherwise objectionable in WorldChampionship.com™'s sole discretion. You understand that by using the Site, you may be exposed to User Content that you may consider offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any content available on or through the Site.

With respect to User Content you submit or make available on the Site, you grant WorldChampionship.com™ a perpetual, irrevocable, fully sub-licensable and transferable, worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed.

You are solely responsible for your interactions with other users of the Site.

WorldChampionship.com™ reserves the right, but has no obligation, to monitor disputes between you and other users.

9. RIGHTS TO USE OF YOUR PERSONAL INFORMATION

By using this Site or Service, you agree to provide WorldChampionship.com™ with a perpetual, irrevocable, fully sub-licensable and transferable, worldwide, royalty-free, non-exclusive license to use, for any purpose, any information provided by you on our Site. Specifically, you consent to the use of your name, voice, likeness, and photograph in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of the selected competition and/or other WorldChampionship.com™ competitions, unless otherwise prohibited by law. The types of information we collect, and how we use, store and share that information is further described in our Privacy Policy.

Competition winners agree that, from the date of notification of their status as a potential winner, and continuing until such time when notified that they no longer need to do so, they will make themselves available to WorldChampionship.com™ for publicity, advertising and promotional activities relating to any competition in which they participate.

10. REGISTRATION FOR ACCOUNT

In order to use our Site or Service, you must register for an account. By registering as a user, you agree to provide accurate, current and complete information about yourself as prompted (such information being the “Registration Data”) and to maintain and promptly update the Registration Data to keep it accurate, current and complete. Furthermore, you will not take any steps to mask your identity, location or demographic information. If you provide any information that is inaccurate, not current or incomplete, or WorldChampionship.com™ has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, WorldChampionship.com™ may deny you access to areas requiring registration, at its sole discretion.

11. ACCOUNT PASSWORD AND SECURITY

At the time of registering for an online account, you must provide a valid email address and supply a username and password to be used in conjunction with your account. Many portions of the Site require registration for access. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all uses of your username and password, whether by you or others. You agree to (a) keep your username and password confidential and not share them with anyone else; (b) immediately notify WorldChampionship.com™ of any unauthorized use of your username and password or account or any other breach of security; and (c) use only your username and password to access the Site's Restricted Areas. IF THERE IS UNAUTHORIZED USE OF YOUR ACCOUNT, YOU WILL BE LIABLE FOR THE LOSSES INCURRED BY YOURSELF, WORLDCHAMPIONSHIP.COM™ AND OTHERS DUE TO ANY UNAUTHORIZED USE.

12. COMMUNICATIONS AND DISCLOSURES

As a result of your registration for the Service, you may receive certain commercial communications from WorldChampionship.com™. You understand and agree that these communications are part of your registration, and that you may opt out of receiving these communications at any time by either using the unsubscribe functionality or sending an email to info@spiking.com. Even if you unsubscribe from commercial communications, you will continue to receive transactional messages from WorldChampionship.com™. These transactional messages may include information related to your participating in a competition for which you have entered, such as entry confirmations, or your wins or losses in connection with any such competitions.

You acknowledge, consent and agree that WorldChampionship.com™ may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary: (i) to comply with legal process; (ii) to enforce these Terms; (iii) to respond to claims that any content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, property, or personal safety of WorldChampionship.com™, its users and the public.

13. DISQUALIFICATION OF USERS

WorldChampionship.com™, in its sole discretion, may disqualify any entrant from the Site or Service if an entrant engages in conduct WorldChampionship.com™ deems to be improper, unfair or otherwise adverse to the operation of the Site or Service or in any way detrimental to other entrants. Improper conduct includes, but is not limited to: engaging in insider trading or other unlawful conduct in making financial transactions on third-party brokerage accounts; falsifying personal information required to use the Service or to claim a prize; tampering with the administration of the Service or trying to, in any way, tamper with the computer programs associated with this Service; obtaining other entrants' information and spamming other entrants; engaging in collusion with other competition participants; abusing the WorldChampionship.com™ Site in any way; or using language that in the sole discretion of WorldChampionship.com™ is deemed offensive, intimidating, or in violation of the spirit of building a healthy and friendly fantasy sports environment. You further acknowledge that the forfeiture and/or return of any prize shall in no way prevent WorldChampionship.com™ from pursuing criminal or civil proceedings in connection with such conduct.

14. TECHNICAL MALFUNCTIONS

You will not hold WorldChampionship.com™ or its owners, members, employees, or affiliates responsible for: any incorrect, invalid or inaccurate entry information; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, latency, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to, software and operating systems that do not permit an entrant to participate in the competition), including without limitation any injury or damage to any entrant's or any other person's computer equipment relating to or resulting from participation in the competition; inability to access the Site, or any web pages of WorldChampionship.com™; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction

or traffic congestion on telephone lines or transmission systems, or the Internet, or any agent or subcontractor of WorldChampionship.com™'s facilities, or any site for any other reason whatsoever; typographical, printing or other errors; or any combination thereof.

WorldChampionship.com™ and any owners, members, employees, or affiliates are also not responsible for incomplete, illegible, misdirected or stolen entries. If for any reason the Service is not capable of running as originally planned, as well as if the Site or Service becomes corrupted or does not allow for the proper usage and processing of entries in accordance with the rules, or if infection by a computer (or similar) virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of WorldChampionship.com™ corrupts or affects the administration, security, fairness, integrity or proper conduct of the competition, WorldChampionship.com™ reserves the right, in its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the competition, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the WorldChampionship.com™ Site.

From time to time servers may overload and data may be lost. WorldChampionship.com™ assumes no responsibility for the occasional loss of data, irrespective of whether this loss is temporary or permanent in nature.

The failure of WorldChampionship.com™ to comply with any provision of these rules due to an act of god, hurricane, war, fire, riot, earthquake, terrorism, pandemic, act of public enemies, actions of governmental authorities outside of the control of WorldChampionship.com™ (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these terms.

15. TAXATION

At present, no tangible prizes of material value are awarded to residents based in the United States or U.S. territories. Presuming that were to change in the future, in early January of each

year all winners based in the United States who have won and received prizes valued at \$600 or more will be contacted to provide address and social security details. These details will be used to file a 1099-MISC with the Internal Revenue Service. Paying taxes shall be the sole obligation of each user.

16. NON-AFFILIATION WITH ANY THIRD PARTY BROKERAGE SITE OR COMMODITY EXCHANGE MARKET

WorldChampionship.com™, as well as its Site and Service, is not in any way affiliated with any third party brokerage site nor any stock and commodity exchange market.

17. INDEMNITY

BY USING THE WORLDCHAMPIONSHIP.COM™ SERVICE OR ACCEPTING ANY PRIZE, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND TO HOLD HARMLESS WORLDCHAMPIONSHIP.COM™ AND EACH OF ITS SUBSIDIARIES, AFFILIATES AND AGENCIES, AS WELL AS THE OFFICERS, DIRECTORS, OWNERS, MEMBERS, EMPLOYEES, SHAREHOLDERS AND REPRESENTATIVES OF ANY OF THE FOREGOING ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, FOR INJURIES, DAMAGES OR LOSSES TO PERSONS AND PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH YOUR USE OF THE SITE, PARTICIPATION IN THE SERVICE, THE RECEIPT, OWNERSHIP, USE OR MISUSE OF ANY PRIZE AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY.

18. NO WARRANTIES

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WORLDCHAMPIONSHIP.COM™ DISCLAIMS ALL WARRANTIES--STATUTORY, EXPRESS OR IMPLIED--INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE, CONTENT, AND SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SERVICE, CONTENT, AND SITE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WORLDCHAMPIONSHIP.COM™ HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING: WHICH USERS GAIN ACCESS TO THE SITE OR USE THE SITE; WHAT EFFECTS THE CONTENT MAY HAVE ON YOU; HOW YOU MAY INTERPRET OR USE THE CONTENT; OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO THE CONTENT. YOU RELEASE WORLDCHAMPIONSHIP.COM™ FROM ALL LIABILITY FOR YOUR HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH THE SERVICE OR THE SITE. THE SITE MAY CONTAIN OR DIRECT YOU TO SITES CONTAINING INFORMATION THAT SOME PEOPLE MAY FIND OFFENSIVE OR INAPPROPRIATE. WORLDCHAMPIONSHIP.COM™ MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SITE AND WORLDCHAMPIONSHIP.COM™ WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SITE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS DONE AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF DOWNLOADED MATERIAL.

19. LIMITATION ON LIABILITY

YOU UNDERSTAND AND AGREE THAT, UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, SHALL WORLDCHAMPIONSHIP.COM™ BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WORLDCHAMPIONSHIP.COM™ HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SITE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WORLDCHAMPIONSHIP.COM™'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO WORLDCHAMPIONSHIP.COM™ FOR GENERAL USE OF THE SITE DURING THE TERM OF YOUR REGISTRATION FOR THE SITE, NOT INCLUDING ANY ENTRY FEES FOR SERVICES COMPLETED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM. THIS LIMITATION ON LIABILITY SHALL EXTEND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAWS.

20. OUR PROPRIETARY RIGHTS

All title, ownership and intellectual property rights in and to the Site and Service are owned by WorldChampionship.com™ or its licensors. You acknowledge and agree that the Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by WorldChampionship.com™, you agree not to modify, rent, lease, loan, sell, publicly display, distribute or create derivative works based on the Site or Service, in whole or in part.

21. LINKS TO THIRD PARTY SITES

The Site provides, or third parties may provide, links to other World Wide Web sites or resources, including, but not limited to, third party advertisers. Recognizing that WorldChampionship.com™ has no control over such sites and resources, you acknowledge and agree that WorldChampionship.com™ is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that WorldChampionship.com™ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or competitions available on or through any such Site or resource. Your access or use of any third party sites shall be governed by the terms of use and privacy policies applicable to such sites. ACCESS AND USE OF THIRD PARTY SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES OF THIRD PARTY SITES OR AVAILABLE THROUGH THIRD PARTY SITES IS SOLELY AT YOUR OWN RISK.

22. TERMINATION

WorldChampionship.com™ may terminate or suspend the Site and any and all Services and your WorldChampionship.com™ account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your account, your right to use the Site will immediately cease, and all rights under this contract shall cease other than those deemed to survive termination under Section 33 of the Terms.

If you wish to terminate your WorldChampionship.com™ account, you may simply discontinue using the Site or contact us with a note to say you wish to terminate your account. If you contact us expressing the desire to permanently close your account, we will do so at any time, for any reason. Our retention of any account data following a request for termination shall be subject to the provisions of our Privacy Policy. The best way to contact us about terminating your account is by emailing us at info@spiking.com.

In addition, if you are the parent or guardian of a minor who you believe has accessed our site for the purpose of entering into competitions that contain both entry fees and prizes, we will close that account immediately. The best way to contact us about terminating such an account is by emailing us at info@spiking.com.

23. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms. This means, among other things, that you agree, to the full extent permissible by law, no third party shall have any rights to bring claims arising out of these Terms on your behalf or to claim for themselves rights that are afforded to you under this agreement.

24. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

WorldChampionship.com™ may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you are a copyright owner, or an agent of a copyright owner, and believe that any content infringes upon your copyrights, you may submit notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our designated Copyright Agent, with the following information in writing (see 17 USC 512(c)(3)): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Service provider to locate the material; (iv) information reasonably sufficient to permit the Service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its

agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

WorldChampionship.com™'s designated Copyright Agent to receive notifications of claimed infringement can be reached at info@spiking.com.

25. CHOICE OF LAW

You agree that any claim you may have against WorldChampionship.com™, irrespective of whether the claim that is brought arises under contract, tort or other legal theory, shall be interpreted exclusively under the law of the State of New York. No user of this Site, successor in interest, or any other party seeking to bring suit on behalf of the interests of a user may attempt to argue any state law claims under any theory other than the State of New York. THIS CHOICE OF LAW CLAUSE SHALL APPLY WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES AND IRRESPECTIVE OF THE UNDERLYING CAUSE OF ACTION.

26. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT:

Any controversy or claim arising out of, in connection with, or in any way relating to the Terms, with the exception of those controversies or claims specifically excluded in the following paragraph, shall be settled by a single arbitrator from the American Arbitration Association (“AAA”), in connection with AAA rules. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written, and binding

on the parties and may be entered as a judgment in any court of competent jurisdiction. Any such arbitration shall be held within a fifty mile radius of Singapore, Republic of Singapore.

You and WorldChampionship.com™ agree that the following types of disputes are not subject to this binding arbitration provision: (1) any disputes seeking to enforce or protect, or concerning the validity of either any of your intellectual property rights or WorldChampionship.com™'s intellectual property rights; (2) any claim for injunctive relief; and (3) any type of dispute that is not eligible for arbitration based upon the applicable law of New York as governs these Terms.

The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879.

In addition, you and WorldChampionship.com™ agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND WORLDCHAMPIONSHIP.COM™ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: info@spiking.com. The notice must be sent within 30 days of your first use of the Service. Otherwise you shall be bound to arbitrate disputes. If you opt-out of these arbitration provisions, **WORLDCHAMPIONSHIP.COM™** also will not be bound by them.

WORLDCHAMPIONSHIP.COM™ will provide 60-days' notice of any changes to this section. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

27. FORUM SELECTION

For any dispute not subject to arbitration, or where no election to arbitrate has been made, you and WorldChampionship.com™ agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located within a fifty mile radius of New York, NY. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

28. WAIVER AND SEVERABILITY AND TERMS

The failure of WorldChampionship.com™ to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

29. ASSIGNMENT

The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you under any circumstances, but may be assigned by WorldChampionship.com™ without restriction. Any assignment attempted to be made in violation of these Terms shall be deemed void. In addition, you agree that to the fullest extent permissible by law, no third party shall have any rights to bring claims arising out of these Terms on your behalf or to claim for themselves rights that are afforded to you under this agreement.

30. NO AGENCY

You agree that no joint venture, partnership, employment, or agency relationship of any kind exists between you and WorldChampionship.com™, and that no such relationship is created or established by these Terms. YOU FURTHER ACKNOWLEDGE THAT BY SUBMITTING USER CONTENT TO WORLDCHAMPIONSHIP.COM™, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND WORLDCHAMPIONSHIP.COM™.

31. STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

32. HEADINGS

The headings and section titles in the Terms are for convenience only and have no legal or contractual effect.

33. SURVIVAL

The following sections of these Terms shall survive the termination of the Terms and/or your account, irrespective of whether terminated by you or WorldChampionship.com™: Sections 6, 8, 9, 12, 14, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 29, 30, 31 and 33.