

# Official Rules

POKERTRAININGNETWORK.COM or "PTN" provides the CallingAllPlayers.com or "CAP" Poker game room and the Future Highrollers \$5K Freeroll Tournament (the "Service") **FREE TO ALL** of its PTN Affiliates and any person ("you" or "your") who completes the online registration process to become a member of the Service and is accepted by PTN and/or CAP to play in the Tournament on the following terms and conditions, which may be updated by PTN from time to time without notice to you.

This document was last updated on October 15, 2009.

BY CHECKING THE "I ACCEPT" BOX AND SUBMITTING THE REGISTRATION FORM OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT THE "I DO NOT ACCEPT" BUTTON AND YOU MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE. YOU MAY PRINT THESE PAGES FOR YOUR RECORDS.

## 1. **General Terms, Definitions and Interpretations.**

1. **Definitions.** The following terms shall have the following meanings in this agreement:
  1. "Privacy Policy" shall mean the document setting forth the policies of PTN and CAP regarding the collection, retention, and use of the personal information of those that use the PTN or CAP sites.
  2. "Site" shall mean the PTN or CAP website.
  3. "Sponsor" shall mean PTN or CAP respectively.
  4. "CAP Game Client" shall mean the software used to run the poker room and allow the play of poker.
2. **Section References.** References to a "Section" shall be deemed references to an enumerated section of this agreement.
3. **Subsection References.** References to a "Subsection" shall be deemed references to labeled Subsection of this agreement.
4. **Reference and Convenience of Labels.** Section headings and Subsection labels are used for member's convenience and referential notation only and shall have no interpretative effect or impact whatsoever.

## 2. Methods of Entry.

1. Future Highrollers \$5K Freeroll Tournament. Qualifying satellites for the free roll tournament are available for free to all PTN Affiliates and anyone who registers on CAP via online registration process and meets the qualifications set forth herein and affirmatively accepts these terms of use and the associated privacy policy. **NO PURCHASE IS NECESSARY TO ENTER. Qualifying by placing in any of the satellites for any free roll tournament is the only method of entry into the Future Highrollers \$5K Freeroll Tournament.**

3. **Qualifying tournaments.** All players are required to qualify to enter the Future Highrollers \$5K Freeroll Tournament by virtue of placement in other tournaments known as Qualifying Tournaments. Qualifying Tournaments include PTN's Monday-Friday Multi-table Tournaments at 9pm EDT and the noon, 6pm and midnight EDT tournaments on Saturday and Sunday. Players can enter as many Tournament Qualifiers as they have Play Money to meet the entry requirements but can earn only one (1) entry into the Future Highrollers \$5K Freeroll Tournament, regardless of how many times they qualify. One player for every ten entries into each qualifier will earn an entry in to the Free Roll. No cash prizes will be given out in the Qualifier Tournaments. Future Highrollers \$5K Freeroll Tournament will be held at 1pm EST on Sunday, November 1, 2009.

4. There are two methods of entry into Qualifying Tournaments played on CAP. **NO PURCHASE IS NECESSARY TO ENTER QUALIFYING TOURNAMENTS.** The two methods of entry are as follows:

### 1. PTN's Player's Club Membership.

1. PTN affiliates automatically are enrolled in the PTN's Players Club and have full access to all of the games and tournaments also offered on the CAP's site and receive certain membership benefits that are not available to free CAP members. Player's Club members will also be granted access to play in all Qualifying tournaments and participate in related activities on CAP. However, depending on the State where you live, you may be restricted from winning any cash prizes.
2. **AS LONG AS YOU ARE AN ACTIVE AFFILIATE WITH PTN YOU WILL HAVE ACCESS TO ALL TOURNAMENTS AND GAMES ON CAP. HOWEVER, IF FOR ANY REASON YOUR AFFILIATE STATUS IS TERMINATED YOU WILL HAVE TO FOLLOW ONLINE REGISTRATION RULES AS DEFINED BELOW IF YOU WISH TO CONTINUE TO PLAY.**
3. Changes to PTN Affiliates policies and procedures may change from time to time and PTN reserves the right to change access to CAP at any time. PTN will announce these changes in advance. Affiliates are responsible for reviewing the PTN website to obtain timely notice of such changes. Continued use by you of the Service

after notice of the changes constitutes acceptance of such changes. If you decide to cancel or your Affiliate status is terminated, PTN will not refund any fees accrued to your Account before you canceled or were terminated. PTN will not prorate fees for any Affiliate. If your use of our services is subject to use or sales tax, PTN may charge you for any use or sales tax.

## **2. Online Entries.**

### **1. NO-PURCHASE-NECESSARY-TO-WIN, METHOD OF ENTRY:** As an alternate means of entry into the Qualifying tournaments, a player must:

1. Register at CAP as a free player and download and install the poker software;
2. While entry into any PTN/CAP tournament is available to all U.S. residents, only residents of U.S. in the following states are eligible to win cash prizes: Alaska, Arizona, California, Connecticut, Delaware, Florida, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, Wyoming, District of Columbia.
3. Approved entries will receive poker points as other members which can be used to enter qualifying tournaments.
4. The odds of winning any prize will be the same for a free online entry as by Affiliates. The odds of qualifying through a qualifying tournament will be the same by online entry as by Affiliate membership and all participants entering through this means will be accorded equal opportunities to participate and win in events held at CAP and will depend on the number of entrants.
5. This method of entry provides online entrants with the same exact tournament eligibility as Affiliates of PTN.

### **5. USE OF PLAY MONEY.** Play Money is the currency used in Ring Play (located in the "Poker Rooms") and/or as the buy-ins and payouts for some tournaments.

1. All players receive \$1,500 in Play Money when they open their PTN or CAP account. An additional \$1,000 in play money can be added to all players' accounts when they run out of chips or a player can replenish their account up to \$1000 when their account falls below \$1000, by clicking on the GET POINTS button located on the bottom left hand corner of the PTN Lobby.

2. Play Money is a virtual currency (Play Money Chips) used for game play in ring games (located in the "Poker Rooms") and/or as the buy-ins and payouts for some tournaments. Play Money may be awarded from time to time by successfully completing special offers or promotions. Play Money is for entertainment only. PTN and CAP may charge fees for the license to use its Play Money or may award and/or distribute its Play Money at no charge, at their sole discretion.
3. Purchases of any virtual currency, including, but not limited to Play Money, are purchases of a limited, non-transferable, revocable license. The license may be terminated immediately if your account is terminated for any reason, in PTN/CAP's sole and absolute discretion, or if PTN/CAP discontinues providing and/or dramatically alters the services on the Site.
4. Play Money can be awarded based on successful completion of special offers or promotions at PTN's and CAP's sole discretion. These awards are dependent on successful completion of said offers, as defined by the company or affiliate providing the offer or promotion.
5. CAP Play Money chips are for entertainment purposes only and are not redeemable or transferable for real-world funds or prizes whatsoever and cannot be used for any purpose except as provided in this section. Play Money is not redeemable for any amount of real world currency or monetary value from CAP at any time.
6. You agree that all purchases of virtual currency sold on PNT/CAP are final. No refunds will be given for virtual currency purchases. You agree that virtual currency will be forfeited if your account is terminated for any reason, in PTN's and/or CAP's sole and absolute discretion, or if PTN/CAP discontinues providing and/or dramatically alters the services on the Site.
7. You agree that any awards or granting of Play Money, or any virtual currency, on CAP received from completing a special offer or promotion are dependent upon successful completion of said offer or promotion.
8. You agree that PTN/CAP has the right to manage, control, modify and/or eliminate Play Money as it sees fit at its sole discretion. Further, you agree that PTN/CAP will have no liability to you based on PTN/CAP's exercise of these rights and you have no monetary interest or rights.

## 6. Description of Play.

1. **Poker Room Games.** Several varieties of Texas Hold'em games are available in the poker room, with other poker games to be added in the future at PTN's discretion.
2. Ring Play is constantly available in the Poker Room. The amount of Play Money required in buy in to a particular Ring game will be posted at each table on the site.
  1. Ring play can be found in the "Poker Rooms" within the CAP Game Client. Each table within the Poker Rooms has different table bet limits for beginners, intermediates and advanced players. Generally, the higher the

table limit, the more difficult the table. Additional tables offer no-limit poker with set buy-ins.

3. Free Roll Tournaments (as defined below) and Ring Play at CAP are available to all PTN affiliates and anyone who registers on the Site, completes the registration process and meets the qualifications set forth herein and affirmatively accepts these terms of use and the associated privacy policy.
  1. Sit & Go Tournaments (SNGs) are ongoing tournaments occurring in the Poker Room consisting of exactly 9, 18 or 27 players. A Sit & Go Tournament will not begin until exactly 9, 18 or 27 players register for the tournament.
  2. Multi-Table Tournaments (MTTs) are scheduled tournaments in the Poker Room. No additional players will be entered into a particular tournament once the maximum number of players is reached. Entry is on a first come, first served basis. CAP will not conduct a Multi-Table Tournament unless the minimum number of players registers to play that tournament.
4. PTN Players Club tournaments (PSNGTs and PMTTs, as defined below) are available to PTN Player's Club members and online entrants.
  1. PTN Players Club Sit & Go Tournaments (PCSNGs) are small tournaments that run in the Poker Room consisting of 9, 18 or 27 players. A PCSNG will not begin until exactly 9, 18, or 27 players register for the tournament.
  2. PTN Players Club Multi-table Tournaments (PMTTs) are scheduled tournaments in the Poker Room. No additional players will be entered into a particular tournament once the maximum number of players is reached. Entry is on a first come, first served basis. Provided that the minimum number of players enters, a PMTT will be held about once every 10 minutes. CAP will not conduct a PMTT unless the minimum number of players registers to play that tournament.
5. Check the tournament schedule periodically for updates on upcoming and new tournaments.

## **7. General Rules Applicable to All Tournaments:**

1. All tournaments will begin at the time designated in the tournament details, which may be found in the PTN/CAP Game lobby.
2. Each player will be assigned a seat and he/she may not change his/her assigned seat.
3. Players may un-register from a tournament up to the time it starts OR until the tournament has reached capacity.
4. There is a deal for the button at the start of the tournament; high card plays the button for the first hand.
5. The button moves in the conventional clockwise manner so that no player receives the button twice in a row. Occasionally, a player may become the button without having played in the blinds due to other players being eliminated (this

commonly occurs in online tournaments due to technical software issues). This may happen to any player during the course of a tournament and therefore creates no long-term advantage.

6. If a player registers for any tournament and is inactive (does not participate) during the first blind level, the player may be removed from the tournament at CAP's discretion and no buy in will be refunded.
7. If a player registers for any tournament and sits out for 15 minutes, or 11 consecutive hands at any time, the player will be removed from the tournament and no buy in will be refunded.
8. If two (2) players should be eliminated simultaneously, the player with the largest number of chips at the beginning of the hand will be designated as having finished higher. It is impossible for two (2) people to be eliminated simultaneously when going heads up at the final table.
9. If two (2) or more players should be eliminated simultaneously with the same amount of chips at the beginning of the hand, these players will tie and split the prize amount awarded to all places affected.
10. When a tournament is down to the last two (2) players, the button will post the small blind and be first to act in the initial round. The big blind will then be first to act in the following rounds.
11. The tournament finishes when one (1) player has won all the tournament chips and is declared the winner.
12. Any play deemed unethical by the Sponsor in its sole discretion (including, without limitation, team play, soft play or chip dumping) will result in the applicable player(s) being disqualified from the tournament.
13. As players are eliminated over the course of a tournament, tables will be consolidated to keep a full complement of players. Players may be forced to post the blinds when arriving at a new table. Table reassignments are an inherent part of tournaments and apply equally to all players.
14. Players and observers are asked to use the chat function in a friendly and considerate way. At no time are players and observers allowed to discuss or comment on live hands. At no time are players and observers allowed to chat in any language other than English.
15. Internet issues may cause server interruptions and Sponsor will endeavor to limit such interruptions during a tournament, but Sponsor does not assume responsibility for any such problems. In the event of a player disconnection, Sponsor will allow extra time for the disconnected player to reconnect in the later rounds of a tournament. If a player chooses to sit out or is unable to reconnect, he/she will still have cards dealt to him/her and will automatically post blinds and antes. Players that are unable to reconnect during the allotted time will have their hand automatically folded.

## **8. Player Eligibility**

1. **Subject To Local Laws.** You are subject to the laws of the country, state, city or other legal entity (collectively "Jurisdiction") in which you reside and/or from which you access the Site. Access to the Site may not be legal for some or all

residents of, or persons present in, certain Jurisdictions. It is your responsibility to determine the law that applies in the applicable Jurisdiction, and PTN and CAP do not make any representation or warranty, express or implied, as to the lawfulness of your participation in the tournament sweepstakes, or that materials on this Site are appropriate for use in your Jurisdiction. PTN and CAP do not intend that the Site be used by persons present in Jurisdictions in which the playing of card games for free or entering sweepstakes may be prohibited or restricted. You agree that the Site does not constitute an offer, solicitation or invitation by PTN or Cap for the use of any service in any Jurisdiction in which such activities are prohibited or restricted. You agree that, and PTN and CAP assert that, PTN and CAP shall not have any responsibility under any laws in any Jurisdiction, other than the state of Texas in the United States. PTN and CAP further reserve the right to require you to provide proof that you are eligible to participate and win prizes in the online poker tournament sweepstakes prior to payment of any winnings or prizes. Proof of eligibility includes, but is not limited to, a copy of a valid government issued identification and proof of address. PTN and CAP also reserves the right, in its sole and absolute discretion, to refuse service and access to any potential participant.

2. **While PTN affiliate membership and free play on CAP are available to all U.S. residents, only residents of the following states can win cash prizes in any Free roll tournament:** Alaska, Arizona, California, Connecticut, Delaware, Florida, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, Wyoming, and District of Columbia.
3. **Parental Control.** Parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to those under eighteen (18) years of age, or the legal age to participate in the tournament sweepstakes in the applicable Jurisdiction, whichever is higher.

## 9. Registration

1. **Initial Account Establishment.** To register on the Site and become a member, you must complete the registration process at PTN or CAP and affirmatively accept these terms of use and the associated privacy policy. You will create a specific ID and password to enable access to your account to manage your account.
2. **Continuing Duty and Affirmation.** Each time you use the Site, you represent and warrant to PTN and CAP that: (i) you are at least eighteen (18) years of age, or the legal age to participate in a tournament sweepstakes in the applicable Jurisdiction, whichever is higher; (ii) your access to the Site, your participation in tournament sweepstakes, and PTN's and CAP's offering and operating the tournament sweepstakes are legal in your applicable Jurisdiction; (iii) the e-mail address submitted by you is owned or controlled by you; and (iv) all information

you provide is true, accurate, current and complete. All such representations and warranties are relied upon by PTN/CAP. By applying for registration, you authorize PTN/CAP to make any and all enquiries as PTN/CAP in its sole discretion considers necessary to verify the information provided by you. PTN/CAP may require you to submit such proof of age, identity and place of residence as it may require, at any time. PTN/CAP reserves the right to suspend and/or terminate your registration and/or account where it has grounds to suspect that any of your provided information is untrue, inaccurate, not current or incomplete. You maintain the responsibility to promptly update the information provided at registration to keep it true, accurate and complete.

3. **No Employees.** No employee of PTN/CAP or of any of its parent companies, subsidiaries, licensees, advertising, promotional or other agencies, software suppliers and/or developers is permitted to win any prizes on the Site. Any such person found to have violated this provision shall not be entitled to collect any winnings.
4. **One Account Only.** You may only register one account for yourself. You hereby acknowledge and agree that you shall not register more than one account, for yourself. If it is determined that you have registered more than one account, then you acknowledge and agree that you shall not be eligible to win any prizes and you may be excluded from play.
5. **Affirmation of Skill & Fairness.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT TOURNAMENT SWEEPSTAKES ARE CONTESTS THAT ARE DETERMINED PRIMARILY BY SKILL AND THAT NO CONSIDERATION IS REQUIRED FOR YOU TO PARTICIPATE IN THE TOURNAMENT SWEEPSTAKES. ADDITIONALLY, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND THAT THESE TERMS AND CONDITIONS ARE FAIR.

## 10. Account Information

**1. Secrecy Obligation.** Once you have selected and been allocated a unique username, password and/or PIN or other appropriate security code ("Identifiers"), it is your responsibility to keep these Identifiers secure and confidential. Some or all of these Identifiers are required to access certain areas of the Site. In the event that you are concerned that they are no longer secure and confidential, you should immediately notify PTN/CAP by sending an e-mail to support@ptnsupport.com, whereupon new Identifiers may be selected and allocated and any future transactions under the previous Identifiers may be voided, at the sole discretion of PTN/CAP. Without limiting the foregoing, any transactions made and accepted on the Site where your Identifiers have been used (and where you have not previously notified PTN/CAP as provided herein) will be treated as valid.

**2. No Transfer.** Your account is not transferable. Under no circumstances, shall you allow or permit any other person or third party, including without limitation any person under the legal age to participate in free roll tournament, and in no event any person under the age of eighteen (18) years, to use or re-use your account or your Identifiers in such a way that may breach the standards or laws in

any Jurisdiction where you are located and/or are a resident, or where such other person is located and/or is a resident. Any person found to have violated this section will not be entitled to collect any prizes or winnings and may be reported to the relevant authorities.

**3. You Are Responsible.** You agree to be solely responsible for all use of the Site (including without limitation participation in tournament sweepstakes) through the use of any of your Identifiers (except where you have notified PTN/CAP as provided above) and you agree to indemnify and hold harmless PTN and CAP, along with its parent company, affiliates, managers, agents and directors, for any and all claims, losses, liability, damages and costs (including attorneys' fees and expenses) arising from such use.

**4. No Interest.** Any monies or prizes held in your account **shall not** bear interest in your favor. If you win any money or prizes from the tournament sweepstakes, then you are solely responsible for and required to make all arrangements for the payment of any taxes due from you in your applicable Jurisdiction.

**5. Account Suspension**

- 1. Right To Cancel Account.** PTN/CAP reserves the right to refuse or cancel your registration and/or account for any reason whatsoever at any time with or without notice to you.
- 2. Investigation.** If your account is terminated or suspended, PTN/CAP reserves the right to determine whether to declare as void any transactions placed by you.

**11. Site Use**

**1. Services May Change or End.** PTN/CAP reserves the right, in its sole discretion, at any time and without notice to you, to add, alter or discontinue services offered on the Site without creating any obligation to you.

**2. You Must Obey Guidelines and Rules.** When using the services on the Site, you agree that you are subject to any guidelines, policies or contest rules applicable to such services, which may be posted from time to time. All such guidelines, policies or contest rules are hereby incorporated by reference into these terms. You fully accept that all computer instructions and responses sent over the Internet to and from CAP and/or through use of software will be binding on you. Your commercial use of the Site or any of the online contests is strictly forbidden.

**3. Telecom and Access Fees.** You are solely responsible for obtaining access to the Site and that access may involve third party fees, including without limitation, Internet service provider, telephone, cable or airtime fees. You are solely responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are solely responsible for all equipment necessary to access the Site.

**4. Odds, Risk and Fair Play.** You acknowledge and agree that the tournament sweepstakes are skill based contests that measure your ability to play poker and manage risk against the skills of others and that you are not likely to profit from this entertainment endeavor.

**5. Cheating.** You acknowledge and agree that you shall not cheat, attempt to cheat, or otherwise interrupt or attempt to interrupt the operations of the Site or any particular Site service or contest. If PTN/CAP believes in its sole discretion that you have engaged, or attempted to engage, in any act to cheat, use automated technology or otherwise unfairly alter your likelihood of winning, or to otherwise commit fraud with regard to the Site, then, in such an event, you will forfeit all prizes or winnings to which you may otherwise be entitled, and PTN/CAP reserves the right to institute civil or file criminal proceedings against you and to report you to the relevant regulatory authorities.

## **12. Behavior & Responsibility**

1. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any Site or use of any portion of the Site for any commercial purposes.
2. You shall not register multiple accounts or use any automated technology, including but not limited to robots, scripts, macros, and/or programs, LAN play, or engaging in team play on any PTN/CAP site, including but not limited to the Site. You acknowledge and understand that any attempt to participate in any service offered on any PTN/CAP Site by means of automatic, macro, programmed, or similar methods, or to otherwise commit fraud with regard to any PTN/CAP Site, will result in civil and/or criminal prosecution, termination of your account, and forfeiture of all winnings to which you may otherwise be entitled.
3. You shall accept and abide by the contest rules as set forth, to be amended from time to time by PTN/CAP in the sole discretion of PTN/CAP.
4. You agree that PTN/CAP is not liable for any loss caused by any unauthorized use of your credit card by a third party in connection with any PTN/CAP Site or any third party site.
5. Any attempt to defraud any PTN/CAP site through the use of credit cards or any other form of payment, regardless of the outcome, or any failure by you to honor charges or requests for payment will result in immediate termination of your account, forfeiture of any winnings to which you are otherwise entitled, and civil and/or criminal prosecution.
6. You agree that PTN/CAP is not, and shall not be, responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of any PTN/CAP site or your account.
7. You, as the holder of your account, are solely responsible for all obligations and are entitled to all benefits therefrom, and may not allow any other person to access your account, access any PTN/CAP site, accept any winnings, or participate in any services using your account information. Your account is not transferable to any other person. By registering and/or participating in any services offered on the PTN/CAP site, you agree to indemnify, defend, and hold PTN/CAP harmless from or for any claims, liability, damages, and/or costs (including attorneys' fees) arising from any use of your account by any person.
8. You agree to never transmit data, conversation, or any other information that may be (i) be defamatory or offensive, (ii) slanderous, (iii) rude, (iv) infringe the rights of any third party, (v) provide information regarding playing contests on the

Site, or (vi) deemed generally unacceptable behavior in the sole discretion of PTN/CAP.

**13. Computer Errors.** You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software. If you become aware that the software contains any error, or is incomplete, you shall immediately notify PTN/CAP by e-mail at [support@ptnsupport.com](mailto:support@ptnsupport.com). You agree to refrain from taking any advantage whatsoever of that error or incompleteness and PTN/CAP reserves the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery. PTN/CAP will not be liable for any alleged winnings that are, in PTN/CAP's sole discretion, the result of a system error or malfunction.

**14. Verification.** Whenever PTN/CAP requests additional verification, proof or documentation from you, including without limitation a copy of your passport, driver's license or utility bill, such materials must be sent by facsimile, mail or such other means of communication specified by PTN/CAP. Such materials will become the property of PTN/CAP and will not be returned to you.

## **15. Third Party Websites**

**1. Other Sites Are Not Our Responsibility.** This Site may link you to other websites, which websites may contain information or material that some people may find objectionable. These other websites are not under the direct control of PTN or CAP and you acknowledge that they are not responsible for the accuracy, copyright and trade mark compliance, legality, decency or any other aspect of the content of such websites. You further acknowledge and agree that PTN and CAP 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 third party content, goods or services available on or through any such website.

**2. Future Marketing.** You hereby acknowledge and agree that PTN and CAP and/or its affiliates may market products and services to you in the future.

## **16. Proprietary Rights**

**1. Intellectual Property.** You acknowledge and agree that all content and materials available on this Site are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Designated trademarks, service marks and brands are the property of their respective owners. Reproduction, copying, or redistribution for commercial purposes of any materials or design elements on this Site is strictly prohibited without the express written permission of PTN and/or CAP. Except as expressly authorized by PTN and/or CAP you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. Notwithstanding the

above, you may print or download one copy of the materials or content on this Site on any single computer at any given time for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Use of the content or materials for any purpose not expressly permitted in these terms is strictly prohibited.

**2. License.** PTN/CAP grants you a personal, non-transferable and non-exclusive right and license to use any necessary software used in connection with its services on any single computer at any given time, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, decompile, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software. You agree not to modify the software in any manner or form, or to use modified versions of the software, including, without limitation, for the purpose of obtaining unauthorized access to the Site. You agree not to access the Site by any means other than through the interface that is provided by CAP for use in accessing the Site.

**3. Notice and Procedure for Making Claims under the Digital Millennium Copyright Act.** The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on PTN/CAP in a way that may constitute copyright infringement, you may provide notice of your claim to Provider's Designated Agent listed below. For your notice to be effective, it must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. A description of the copyrighted work that you claim has been infringed upon;
3. A description of where the material that you claim is infringing is located on PTN/CAP;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. 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.

Provider's Designated Agent is:  
Jeff Branch  
PokerTrainingNetwork.com  
2807 Allen Street  
Suite #745  
Dallas, Texas 75205

The Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Website. All other inquiries to the Designated Agent will not be answered.

**17. Privacy.**

1. The CAP site is not open to anyone under the age of eighteen (18).
2. The CAP site privacy policy is set forth in the PRIVACY POLICY; you hereby agree to the terms of this policy and acknowledge that such terms and policies may be changed without specific notice to you.

**18. No Warranty.**

1. YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.
2. ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE ("MATERIALS") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE MATERIALS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CALLINGALLPLAYERS.COM, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE MATERIALS ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SITE WILL MEET YOUR REQUIREMENTS; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.
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**20. Sole Remedy.** IN ANY EVENT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY LIABILITY RELATING TO OR ARISING OUT OF THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR

EQUITABLE ACTION MAY BE BROUGHT, SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT.

**21. Indemnity.** You agree to defend, indemnify and hold harmless PTN/CAP and its parent, subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from all liabilities, actions, claims and expenses, including legal fees, asserted by any third party, governmental body or governmental agency, arising out of or relating to: (a) this agreement; (b) your use of the Site, including any data or work transmitted or received by you or any service provider; (c) your connection to any PTN/CAP site; (d) your violation of this agreement; (e) your violation of any gaming regulations, edicts or laws to which the you are subject; or (f) your violation of any rights of a third party or service provider.

## **22. Right To Cancel Contest**

If PTN/CAP its parents, affiliates, managers, or directors determines that operating the tournament sweepstakes is not feasible for any reason, including, but not limited to, a change in the risk of operating the contests, or insufficient participation in the contests, then the tournament sweepstakes may be ended by PTN/CAP and PTN/CAP shall owe you nothing. PTN/CAP, its parents, affiliates, managers, or directors, may in their sole and absolute discretion have a drawing for any prizes in the event that the tournament sweepstakes is cancelled.

**23. Prize Fulfillment:** Prizes (cash and merchandise) are shipped automatically. **A Prize will be deemed to have been won when all these conditions are met: Player who meets all eligible requirements registers with a valid address and when requested, provides evidence that player meets eligibility requirements and such Player wins a tournament that includes a prize and the prize is received by the Player.** In certain cases, we will contact prize winners to verify eligibility. We reserve the right to verify age through the submission of a valid state or federally issued identification card of driver's license with photo. Unless contacted, you do not need to do anything to claim your prize. It will be sent to the address on file at the time your prize is won. Please be certain to keep your address up to date. **PARTICIPANTS WHOSE YEAR-TO-DATE PRIZES REACH OR EXCEED \$500 IN VALUE WILL BE REQUIRED TO COMPLETE A VALID W9 FORM BEFORE THEY CAN RECEIVE THEIR PRIZE. THOSE WINNERS ALSO HAVE 30 DAYS FROM THE TIME THEY ARE CONTACTED TO CLAIM THEIR PRIZE. WINNERS WHO DO NOT RESPOND TO SUPPORT@PTNSUPPORT.COM WITHIN 30 DAYS OF THE INITIAL CONTACT EMAIL WITH THEIR COMPLETED W9 FORM WILL FORFEIT THEIR PRIZE.**

## **24. Miscellaneous**

1. Incorporation. You agree that this agreement and all incorporated agreements may be automatically assigned by PTN/CAP, in its sole discretion, to a third party in the event of a merger or acquisition.
2. No Waiver. PTN/CAP's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. PTN/CAP's failure to

enforce in one or more instances any of these terms shall not be construed as a waiver of the future performance of any term.

3. Severability and Integration. Unless otherwise specified herein, this agreement constitutes the entire agreement between you and PTN/CAP with respect to this Site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and PTN/CAP with respect to this Site. If any part of these terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

4. Notices. Except as expressly stated otherwise, any notices to PTN/CAP shall be made by registered mail to:

PokerTrainingNetwork.com  
2807 Allen Street # 745  
Dallas, Texas 75204

Notices to you may be made to the e-mail address you provide to PTN/CAP during the registration process or by postal mail (including registered mail) to the address you provide to PTN/CAP during the registration process. Notice sent to you shall be deemed given twenty-four (24) hours after e-mail is sent and three (3) days after the date of mailing.

5. Time 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 this agreement or use of the Service must be filed within one (1) year after such claim or cause of action arises or be forever barred.

6. Choice of Law and Forum. These terms shall be governed by and construed in accordance with the laws of Texas, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these terms, the tournament sweepstakes or your use of this Site shall be resolved in accordance with the dispute resolution terms set forth.

7. Dispute Resolution. You and PTN/CAP agree that any Dispute between you and PTN/CAP will be resolved exclusively and finally by arbitration. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between you and PTN/CAP. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at a reasonable location in Dallas, Texas. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from PTN/CAP, or (iii) any other dispute arising out of or relating to the relationship between you and PTN/CAP; the term "PTN/CAP" means CallingAllPlayers.com and its

parents, subsidiaries, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by PTN/CAP.

8. **WINNERS LIST:** Check CAP for a list of winners.

9. **NO PURCHASE NECESSARY.** Must be 18 or older to join or play. All prize claims are subject to verification. Restrictions apply. **VOID WHERE PROHIBITED BY LAW.**

10. **OTHER TOURNAMENTS AND PRIZES:** PTN/CAP reserves the right to add, subtract and/or modify future prize tournaments. Changes to the tournaments being offered will be posted on our site.

By using the PTN or CAP Gameroom and selecting the "I'm In!" button you represent that you have read this agreement in its entirety, understand its terms, are duly authorized to execute this agreement on behalf of yourself, and you will be bound by these terms.