

General Terms and Conditions

Constitution of April 2025

These terms and conditions apply between all members, partners, participants and organizations, that are represented on / of the DBD Comp Academy as the ground rules.

1. General business terms.

Nr. 1 Scope

The general terms and conditions of the DBD Comp Academy apply on all business and business-private occasions and collaborations. The general terms and conditions mark the ground rules between member, partner, participant and the DBD Comp Academy.

(a) Terms for partners

The general terms and conditions apply in specific areas of our partners. Applying areas need to be marked.

Nr. 2 Changes

The DBD Comp Academy reserves the right to make changes to the general terms and conditions (short; Terms). Changes will be announced a minimum of 30 days before taking affect.

Nr. 3 Equality

All members are equal to the terms. Nothing should have an impact on the way you have to follow the terms. Discrimination such as homophobia, racism or sexism or nationality hatred is not allowed and does not have an impact. Sexuality, nationality, eye-, hair- or skin color does not have an impact on the enforcement of terms.

(a) Equality neglect

When equality is neglected by other members, contact the support via discord. When equality is neglected by members of staff, please contact info@dbdcompacademy.com.

Nr. 4 Generalization

The DBD Comp Academy is open to everyone and not private for theme specific people. We are generalizing the server in enforcing a public document regulation that works under \$1 Nr. 4 and states the general publishing obligation of all documents that include individuals or teams. Individual rules can minimize the documents information provided and published.

Terms for our extra offers,PAGCS / Comp Awards.

2.1 PAGCS.

Nr. 1 Right of participation

Every independent organisation has the right to participate in the PAGCS program, unless it has been said otherwise and written down in the PAGCS (DBD Comp Academy Conduct Forum).

Nr. 2 Right to object your score

If you find your score unrighteous, you can file a complaint / objection about it and request a re-calculation. You have a general objection right 6 weeks <u>after</u> the score was <u>published</u>. If you do not enforce that right within 6 weeks,

you're no longer eligible for a re-calculation. A later enforcement, that is not in the deadline, effects your score negatively in category 2.

Nr. 3 Score publishing

Every team and individual score has to be published according to §1 Nr. 4. The §2.1 Nr. 3 minimizes the public score to a bare minimum not including detailed information on why the decision and why the scoring was calculated as it is.

Nr. 4 Scoring request

Every teams' scoring can be requested by organizations at any time without any reason via e-mail. A helping e-mail text can be found in the PAGCS (DBD Comp Academy Conduct Forum – Constitutional notice). Requests that do not include all required information or that do not follow the format are seen as invalid.

Nr. 5 Score information

The score information is provided by partner and participating organiszations as soon as a neglect or a asked information has been changed, announced or thought of. All informations about teams is archived for 10 years after forwarding. All information about individuals that does not include personal information is archived for 10 years after forwarding. Personal information is deleted immediately unless a moderational case is opened about them.

Nr. 6 Scoring agreement

All current and new teams need to agree to the scoring agreement for the DBD Comp Academy to make a score.

(a) Scoring agreement notice

To agree to the scoring agreement is not required. However, organizations can require the agreement for when you're trying to register a team or sign-in a tournament.

Extern the organization, they're not permitted to require the agreement.

Nr. 7 Confidentiality

Scoring staff, (Voting Members & Vote counting office members), such as organizations and general DBD Comp Academy staff members are subject to general confidentiality about the scores and how they're evaluated.

(a) Effect of neglect

A confidentiality neglect has an effect on the validation of a scoring result.

2.2 **DBD Comp Awards.**

Nr. 1 Eligibility to be nominated

Every player / team that has participated in a minimum of <u>one</u> tournament of <u>any</u> eSports organization event based around Dead by Daylight is eligible to be nominated for the DBD Comp Awards.

(a) No guarantee to be nominated

Being eligible to be nominated for the DBD Comp Awards, according to §2.2 Nr. 1 does not guarantee that you will be nominated.

Nr. 2 General principles

The general principles count as addition to the Terms for the DBD Comp Awards and are not mentioned here but on dbdcompacademy.com.

Nr. 3 Permanent Award

The award that was won is a permanent addition to the players / teams that can never be removed / revoked by anyone or by any regulation.

Nr. 4 Equality (according to §1 Nr. 3)

A winner or nominee is not allowed to be treated differently or is allowed to gain any advantage compared to others.

(Nr. 4.1) Addition

The same paragraph counts for nominees.

Nr. 5 Verified Voting

Votings are only valid from voting members when those were issued anonymously and fair without any further validation from third-parties. Votes are seen by the Vote-Counting-Office and are, under strict confidentiality, declared as valid or invalid. = verified votes

Nr. 6 Vote-Counting-Office

The Vote-Counting-Office consist of three qualified members of the DBD Comp Academy from each management & administration, Lead-Vote Member & DBD Comp Academy Professional. The Vote-Counting-Office declares all categories, votes as valid or invalid & the winners.

Nr. 7 Confidentiality

All voting members are under strict confidentiality about voting conferences, categories, nominees & prediction results. The final results are only known to the Vote-Counting-Office which also oblige to the confidentiality.

Nr. 8 Winner announcement

The winner announced first happens on the night of the award show and is therefore not told to any nominees or third-parties

3. Data collection & privacy.

Nr. 1 General data collection

The DBD Comp Academy collects data in the area personal and private for contacting and advertising purposes. We also collect data in purpose of the Protection Association for General Competitive Security to validate a score. Every information you sent to us is saved.

Nr. 2 Purpose of data collection

The purpose of data collecting on the DBD Comp Academy website, Discord & PAGCS is for;

- I. booster, donor, partner & participants shoutouts.
- //. Comp Awards winners mention & winners' archive,
- III. moderational cases (ban, mute & kick), suspensions (team & individual),
- IV. application process,
- V. general publishing of scores (less detailed) and
- VI. PAGCS Scoring for partners & participants.

Nr. 3 Data forwarding

Data and information is eligible to get forwarded to;

- a. partners & participants (purpose: VI. & III.),
- b. the DBD Comp Academy Comp AwardsVoting Team & Vote-Counting-Office(purpose: II.),
- c. the Protection Association of General Competitive Security team (purpose: VI. & III.)
- d. the DBD Comp Academy administration & management (purpose: I. VI.)

Nr. 4 Data saving duration

All data collections are saved for a base duration of 6 months.

4. **Donating and Support.**

Nr. 1 Effect

When donating or supporting the DBD Comp Academy, they will receive a special role with special permissions but, they will remain the same infront of rules and terms and such will have the same effect regardless. They're not excluded from punishments.

Nr. 2 Donator range

To be mentioned on the website and to receive the special permissions and role, a

minimum <u>total</u> donation of $50 \in (\$54,33 \text{ as of } 07.03.2025)$ is required. Top donators are <u>total</u> donations of $500 \in (\$543,30 \text{ as of } 07.03.2025)$.

Nr. 3 Perk effect and range

(a) Donators

Donators receive a special role with higher listing on the discord, special extra permissions for advertisement and slowmotion chats.

(aa) Donator

Donators receive the supporter permissions too once they reached a total of 5 discord boosts in donations.

(b) Top Donators

Top donators receive all Supporter & Donator perks such as an inclusive oppertunity to apply for sponsorship.

(ba) Top Donator

Top donators are eligible to vote for the comp awards in one category and can vote in the DBD Comp Academy administration election process.

(c) Supporters

Supporters are delcared as Discord Nitro subscribed boosters & Nitro Booster subscribed boosters. They receive the ability to attach filtered links in chats and voice. They also receive a role that is higher listed than the normal server member. In addition, they're eligible to request Discord Nitro (1 month) once, when they want to. The request document can be seen in #document-center.

(ca) Booster Level Perks

- I. 1 Month | Basic Booster
 - a. 1 Month Nitro request (once)
 - b. All Supporter Perks
- II. 6 Months | Premium Booster
 - a. 1 Month Nitro request (if not submitted in ca section I. a.)
 - b. All Supporter Perks included
 - c. Extra role (II. Premium Booster)
 - d. YouTube.com link allowance
- III. 12 Months | Supreme Booster

- a. 1 Month Nitro request (if not submitted in <u>ca</u> section <u>l. & ll.</u>
 <u>a.</u>)
- b. All Supporter Perks & level II. included
- c. Extra role (III. Supreme Booster)
- d. Twitch.tv link allowance
- e. Instagram.com allowance
- IV. 16+ Months | Deluxe Booster
 - a. 1 additional 1 Month Nitro request (when reaching level IV. your 1 month Nitro request for the levels before, falls back and cannot be requested anymore)
 - b. All Supporter, level II., III. & IV. perks included
 - c. Extra role (IV. Deluxe Booster)
 - d. Participation allowance to the Comp Conferences with organizations and the DBD Comp Academy.

Supporter requires an active <u>Discord Nitro</u> subscription or a <u>Booster</u> subscription.

Nr. 4 Sponsor & Support

(a) Sponsoring organizations

The DBD Comp Academy sends out offers to organizations, once they have requested for a sponsorship / support, in what they can offer an organization of prizes. Sponsors depend on members, participants & overall hosted tournaments.

(b) Sponsoring eligible members

Eligible to be sponsored members can request a sponsorship thats going to be reviewed by the DBD Comp Academy administration.

Conditions for Nr. 4 b

- The tournament must have a number of 12 teams,
- //. of which at least 4 need to to be signed for the PAGCS scoring.
- III. The balancing and regulations must comply with the DBD Comp Academy tournament norms

Extra Conditions for Nr. 4 b

- The first sponsorship is free from any charges / DBD Comp Academy charges.
- II. Every following sponsorship is charged for by 5-10% of the sponsored amount
 - a. Charge fee can change but is set as fixed once sponsorship has been agreed to
- III. For sponsorships over 1.000€(\$1.085,66) sponsors must have donated a minimum of 500€(\$542,83)
- IV. Sponsored tournaments are marked as partner tournaments of the DBD Comp Academy

(c) DBD Comp Academy declare right

The DBD Comp Academy has the right to accept or deny a sponsorship request without any further reasoning. Requesters receive an answer as soon as possible and as soon as it has been reviewed.

5. Scope and legal of the staff members.

Nr. 1 Status of a staff member

A staff member of the DBD Comp Academy is everyone with an official status and role on the discord server such as a mention on the website.

Nr. 2 Mandatory area

The mandatory area of staff members is;

- *I.* moderation of server members,
- //. handling members' requests and inquiries,
- ///. supporting members in disputes,
- IV. representing members in disputes between member and management,
- V. moderational actions,
 - a. Ban

- b. Kick
- c. Timeout
- VI. managing and handling general suspensions,
- VII. extern organisation supervision and
- VIII. gathering scoring required information.

(a) Regarding information

All actions by staff members are under own judgement. Staff members agree to our Fair Judgement Agreement before becoming staff members in which we standarize certain actions to be handled with necessary moderational actions, further and more actions are to each staff members' own judgement.

Nr. 3 Organisation Supervision to Protect Players

Staff members of the DBD Comp Academy are eligible to see organisation intern team / staff chats for Player Protection reasons of fair treating and judgement.

(a) Organisation Supervision Request
Staff members are generally forbidden to
undergo a supervision without necessary
reason or suspection of unfair treatment and
judgement.

(a.a) Request: partner organisation

Staff members can request a supervision by providing the DBD Comp Academy with a necessary and clear demand to why it is necessary to check a partner organisation. The DBD Comp Academy management provides the staff member/s with the Organisation Supervision Request to show the organisations' Lead-Commission / Owner / Founder / Administration, which these are obliged as partners to follow and provide access to the mentioned areas on such request.

(a.b) Request: extern organisation

Staff members can request a supervision by providing the extern organisation with clear

demand and necessarity / accusations.

Declining such access has a negative impact on future / past / current relations between extern and the DBD Comp Academy such as possible placement on the blacklist of suspsicious organisations.

(b) Confidentiality

All supervising staff members are obliged to follow the general confideniality to every extern person / organisation about everything they were given access to.

! Confidentiality does not apply towards the DBD Comp Academy administration and general staff.

Nr. 4 Representing the DBD Comp Academy

(a) Staff members as representatives Chapter 1: Limited rights

All members of the DBD Comp Academy staff are seen as representatives of the DBD Comp Academy in intern and extern business with limited rights. Limited rights are current displayed in the Terms and Conditions.

Staff members are permitted;

- *I.* to forward a partner request,
- //. to open a collaboration,
- to suspend a member or team, (reservation)
 - Can be nullified by the DBD
 Comp Academy administration.
- IV. to accept and deny a collaboration, (reservation)
 - Can be nullified by the DBD
 Comp Academy administration.
- V. to publish official PAGCS scores (less detailed)
 - The normal staff member has no access to the detailed PAGCS scores.
- VI. to request an organisation supervision

- Only the administration or a staff member in the leading position can provide a request.
- VII. to deny anyones access to the DBD Comp Academy server and
- VIII. to request changes regarding the DBD Comp Academy.

(b) Staff members as representatives Chapter 2: Unlimited rights

The administration of the DBD Comp Academy is representing the DBD Comp Academy in full. The administration consists of;

- /. Executive
- //. Administration
- ///. Vote-Counting-Office (I. & II.)

These positions have full rights / permission decision power on the DBD Comp Academy. Each positions supervisor is listed above each with the Executive being the overall decision power. No regulation stands beneath the Executive but can be changed by such.

Nr. 5 Supervisor and supervising

Staff members are under general supervision of the Executive. To ensure full enforcement and all-time supervision, the Executive assigns Head-Staff in addition.

All supervisors and supervising staff are listed here, top (Administration & Head-Staff) to bottom (PAGCS, General Staff, Organisation representatives and more.);

- /. Executive
- //. Administration
- ///. Vote-Counting-Office (I. & II.)
- /V. Vote-Counting-Office (III.)
- V. DBD Comp Academy Professional
- VI. DBD Comp Academy General Staff
- VII. PAGCS Official
- VIII. Voting Team
- IX. Comp Awards Casting

X. Collab- & Partner Casting

(a) Supervising

Executive

 All Staff members of the DBD Comp Academy

Administration

- a. Vote-Counting-Office (all)
- b. DBD Comp Academy Professional
- c. Voting Team
- d. PAGCS Official

Vote-Counting-Office (I. & II.)

- a. Vote-Counting-Office (III.)
- b. Voting Team
- c. Comp Awards Casting

DBD Comp Academy Professional

a. PAGCS Official

Comp Awards Casting

a. Collab- and Partner Casting

! (a) Supervising is subject to change over time.

Nr. 6 Exemption from the burden of proof

All staff members are exempt from proofing their punishments decisions when issuing such.

(a) Obligation to provide proof

Staff members are obligated to pro once all 3 months to their supervisor, why they issued moderational actions to all their created cases.

Nr. 7 Punishments & Appeal

Staff members can issue unbans (punishments removals) for certain categories.

Excessive Spam

Channel off-topic

Disturbing / inappropriate profile

Unauthorized mentioning

Moderator ban / security ban

Other punishments removals need to be taken by the Administration that issued them or need to be permitted by the Executive for

administration members that did not issue the punishment.

6. Global Player- and Team Protection

Nr. 1 Global protection & fair judgement

All competitive players are under general fair judgement protection. The DBD Comp Academy works with the Protection Watchlist to publish all organizations that continiously receive reports about unfair judgement and treatment. Reports under: gptp-report@dbdcompacademy.com

Nr. 2 Principles

- I. General acceptance
 All players of all regions <u>must</u> be accepted regardless of experience, to play in tournaments and sign-up for membership.
- //. Fair judgement

 Every player and team must be judged the same way as existing and new teams. All equality regardless of experience, regions and other.
- III. Protection Watchlist
 Organizations with continious reports are set to the Protection Watchlist for investigation in which the DBD Comp Academy team is permitted and for partner required to receive permissions to issue investigations.

7. Changes & Copyright

Nr. 1 Changes reserved

The DBD Comp Academy reserves all rights to make changes to the general terms and conditions

Nr. 2 Information obligation

The DBD Comp Academy is required to inform all members and partners 30 days in advanced of changing the terms and conditions.

Nr. 3 Copyright

The Terms and Conditions and everything used by the DBD Comp Academy is under copyright of the Dead by Daylight Competitive

Academy Group © 2025, if not copyright mentioned under something else.

Management and representatives

The DBD Comp Academy is managed and represented by sleepy, legal government name Jamie Pefestorff situated in Europe, Germany.

You can reach the management and representatives office under admin@dbdcompacademy.com and the secretary under info@dbdcompacademy.com.