

Pit People Xbox One Closed Beta Terms and Conditions

“PIT PEOPLE XBOX ONE CLOSED BETA PARTICIPATION”

2016 OFFICIAL TERMS AND CONDITIONS

UPON THE COMPLETION OF REGISTRATION FOR THE PIT PEOPLE XBOX ONE CLOSED BETA TESTING, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT REGISTER FOR THE CLOSED BETA.

1. **CONTENT:** All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on The Behemoth Websites and in the game Pit People, is owned, controlled or licensed by or to The Behemoth, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms and Conditions, no part of the Websites and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without The Behemoth’s express prior written consent. (See “Content Creation” under Section 8. Closed Beta Testing Period)

The Behemoth products and documents (such as task list, support articles, support tickets, surveys, electronic mail/news and private Closed Beta Forums) purposely made available to you by The Behemoth during the Pit People Xbox One Closed Beta Testing period is strictly confidential.

2. **SPONSOR:** The Behemoth, 302 Washington Street #616, San Diego, California 92103, USA. “Sponsor and its agents” shall mean The Behemoth, its advertising/promotional and/or fulfillment agencies and its respective affiliates, subsidiaries and their respective employees, officers, directors and agents.

3. **ELIGIBILITY:** This Pit People Xbox One Closed Beta is (1) open to everyone who is 13 years of age or older, have Internet access, have a working Xbox One, and have a gamertag with an active Xbox Live Gold Membership; (2) subject to all applicable federal, state and local laws; (3) Participation in the Closed Beta is void where prohibited by law. Entrants who are not of the age of majority in their state or country must have their parents’ or legal guardians’ consent to participate in the Pit People Xbox One Closed Beta Testing.

4. DATES OF ENTRY: Registration for the Pit People Xbox One Closed Beta Testing begins on **June 28, 2016** and will continue until September 15th, 5:00PM PST. Sponsor reserves the right to close entry registration temporarily or permanently if all Pit People Xbox One Closed Beta keys are assigned prior to the conclusion of the Closed Beta Registration Period. Only one Entry per person and per email is allowed during the Closed Beta Registration Period. **Any attempt by a participant to obtain more than the allowable entries by using multiple/different e-mail addresses, identities or any other methods will void all of that participant's entries.** Entrant may only register for himself or herself, or the parent or guardian of the entrant must register with the individual if the entrant is under the age of 18.

5. HOW TO ENTER: Visit <http://www.pitpeople.com/beta>, read all the Terms & Conditions and complete the Pit People Xbox One Closed Beta Tester Registration form. Behemoth Forum account registration is recommended as we will have private closed beta forums on the Behemoth Forums during the Closed Beta Testing Period. Sponsor reserves the right to modify the scheduling of the Closed Beta Registration Period and Closed Beta Testing Period without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Pit People Xbox One Closed Beta Tester Registration is prohibited and may result in the disqualification of the entrant. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the Entry is submitted.

6. ACCOUNTS, PASSWORDS AND SECURITY: Certain features or services offered on or through our Xbox One Game Hub, our Behemoth Forums, and Closed Beta may require you to list your Xbox Gamertag publicly so that you are able to post your impressions of the Closed Beta. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account.

You agree to notify The Behemoth or Microsoft immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by The Behemoth or any other user of or visitor to the Xbox community or Closed Beta Forums due to someone else using your Xbox Gamertag or Behemoth Forums Username, password or account.

You may not use anyone else's Xbox Gamertag, password or account at any time without the express permission and consent of the holder of that Xbox Gamertag or Behemoth Forums Username, password or account. The Behemoth cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

7. ACCESS TO PIT PEOPLE XBOX ONE CLOSED BETA: Pit People Xbox One Closed Beta codes will be sent to selected entrants. Entrants who are granted access to the Pit People Xbox One Closed Beta will be notified by the email address provided at sign up and will be considered official Beta Testers.

Beta Testers who receive a closed beta code via email will need to sign in to their Xbox account that he or she registered with and download the Closed Beta through the Xbox One console.

PARTICIPANTS WILL NOT BE REMUNERATED IN ANY WAY FOR PARTICIPATING IN THE CLOSED BETA.

8. CLOSED BETA TESTING PERIOD: The Closed Beta Testing Period will start on September 8, 2016 and end on September 19, 2016 at 12:00AM UTC.

Once Entrants are selected as Beta Testers, Beta Testers will have access to download the Closed Beta on the first day of the Closed Beta Testing Period. Beta codes will be distributed throughout the day.

During the Closed Beta Testing Period, Beta Testers may receive multiple emails from The Behemoth regarding Closed Beta Testing.

Beta Testers will receive daily tasks and survey links during the Closed Beta Testing Period. These tasks and surveys will be sent to the email address the Beta Tester has listed in his or her Registration entry. Cooperation with daily tasks and survey submission is not required but appreciated. Survey submission will be open until the end of the Closed Beta Testing Period.

If Beta Testers should at any point during the Closed Beta Testing Period find or experience an issue within the game, Pit People, Beta Tester can report the issue in our support ticket system (support.thebehemoth.com). Alternatively, Beta Testers will have the opportunity to access to the private Closed Beta Testing Forums in the official Behemoth Forums (forums.thebehemoth.com) by logging in on his or her account listed in the Registration form. If Beta Tester does not provide a Forum Account Username during Entry, then the private Closed Beta Testing Forums will not be visible to the Beta Tester during the Closed Beta Testing Period. Behemoth Forum account registration prior to Closed Beta Testing Registration is recommended.

CONTENT CREATION: Individuals who are working with or for or are members of the press are eligible to enter. No formal reviews of the Pit People Xbox One Closed Beta are allowed for press and non-press alike. This includes but is not limited to reviews using the form of a rated system, digital or printed. However, previews and first impressions are allowed after Day 2 of the Closed Beta as long as the articles, podcasts, videos or live streams follow our Closed Beta Video &

Streaming Guidelines.

ALL COVERAGE IS EMBARGOED UNTIL THE SECOND DAY OF THE CLOSED BETA.

9. YOUR USER SUBMISSIONS, FEEDBACK AND CONDUCT: Participants acknowledge that any suggestions, ideas or feedback from the Closed Beta will become the property of the Behemoth. Please do not send us any game ideas or designs for games you have created. The main purpose of the Closed Beta is to test the current build of the software, not to redesign the game. Participants will not be remunerated in any way for any ideas, suggestions, posts, feedback, or participation in the Closed Beta. Participants who are deemed to be harassing or make offensive comments on our forums will be removed from the Closed Beta and have their Closed Beta privileges revoked.

10. GENERAL CONDITIONS: By participating in this Pit People Xbox One Closed Beta, participants agree: (a) to be bound by these Terms and Conditions; (b) to release and hold harmless Sponsor and the Pit People Xbox One Closed Beta Testing Entities and their respective agents from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, or related to their participation in the Pit People Xbox One Closed Beta Testing and/or their participation in any Beta-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)); and (c) to be contacted by Sponsor via e-mail. Sponsor reserves the right to make changes or additions to these Terms and Conditions and/or extend the dates of this Closed Beta Registration Period or Closed Beta Testing Period for any reason at any time. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

11. DISCLAIMER: If for any reason the Pit People Closed Beta Testing is not capable of running as planned, including reasons due to game bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Pit People Xbox One Closed Beta Testing, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Pit People and The Behemoth Web site ("Web sites"), and to cancel, terminate, modify, or suspend the Pit People Xbox One Closed Beta Testing without notice. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, controllers, software, failure of any e-mail or Entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any Web site, theft or destruction, or unauthorized access to, or tampering with or hacking of Website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Pit People Xbox One Closed Beta Testing.

12. PRIVACY: All personal information collected through the Closed Beta Testing Registration by

Sponsor will be used for administration of the Pit People Xbox One Closed Beta Testing only. Any questions regarding privacy matters should be directed to Sponsor by sending an email to [support@thebehemoth.com]. Please refer to Sponsor's privacy policy and the Microsoft website privacy policy for important information regarding the collection, use, and disclosure of personal information by Sponsor.

Behemoth Forums

Closed Beta Entrants will have access to the official Pit People Closed Beta forums on the Behemoth website if a Forum username was provided during Registration and if Entrant is selected as a Closed Beta Tester. A valid Behemoth Forum account is recommended to register for the Closed Beta. It is the Beta participants responsibility to check his or her own privacy settings within the Behemoth Forums.

Our official website makes forums, message boards, and/or personal messenger available to its users. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

Contests, Sweepstakes, Testing Opportunities, and Promotions

To participate in some of our contests, sweepstakes, surveys, testing opportunities (such as playtesting or additional beta testing), or other promotions, you may be asked to provide additional personal information such as your mailing address. In each such case, no new personal information will be collected from you without your consent. This information may be collected by The Behemoth or by third parties such as co-sponsors or vendors for the promotion.

Our use of any such information will be governed by this Privacy Policy. The names of third parties such as co-sponsors (other than vendors hired by The Behemoth to conduct, administer, and execute a promotion on behalf of The Behemoth) will be disclosed to you when you are asked to sign up for the promotion. You should review such third parties' privacy policies to see how they may use any information that they collect.

External Links

This site contains links to other sites. The Behemoth is not responsible for the privacy practices or the content of such Websites.

13. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE PIT PEOPLE

XBOX ONE CLOSED BETA TESTING MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

14. DISPUTES: Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Pit People Xbox One Closed Beta Testing shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in San Diego County, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Pit People Xbox One Closed Beta Testing, but in no event attorneys fees and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of entrant and the Sponsor in connection with this Pit People Xbox One Closed Beta Testing shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of California.

Last modified: 9/15/2016

Sponsor reserves the right to make changes or additions to these Terms and Conditions and/or extend the dates of this Closed Beta Registration Period or Closed Beta Testing Period for any reason at any time. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.