

Prize Withdrawal Rules (“Rules”)

AS STATED IN THE CLASH5 [TERMS OF SERVICE](#) (“TOS”), ALL OF YOUR ACTIVITY THROUGH THIS SITE INCLUDING THESE RULES IS SUBJECT TO THE [TERMS OF SERVICE](#) – INCLUDING THE ARBITRATION PROVISIONS IN THE [TERMS OF SERVICE](#) WHICH REQUIRE THAT ANY PAST, PENDING OR FUTURE DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY. ALL DEFINED TERMS IN THE [TERMS OF SERVICE](#) SHALL APPLY TO THESE RULES.

A CUSTOMER IS NOT A WINNER OF ANY PRIZE, EVEN IF THE ONLINE SCREEN INDICATES THEY ARE, UNLESS AND UNTIL THE CUSTOMER’S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN VERIFIED AND THE CUSTOMER HAS COMPLIED WITH THE TOS AND THESE RULES. CLASH5 IS NOT REQUIRED TO ACCEPT SCREENSHOTS OR OTHER PURPORTED EVIDENCE OF WINNING, AND CLASH5’S INTERNAL VALIDATION PROCESS SHALL SOLELY CONTROL.

PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY CLASH5 (IN ANY MANNER IT MAY CHOOSE) AND THE DECISIONS OF CLASH5 ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GAMES. A CUSTOMER IS NOT A WINNER OF ANY PRIZE, EVEN IF THE ONLINE SCREEN INDICATES THEY ARE, UNLESS AND UNTIL THE CUSTOMER’S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN VERIFIED AND THE CUSTOMER HAS FULLY COMPLIED WITH THESE OFFICIAL RULES AND BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

CLASH5 WILL NOT ACCEPT SCREEN SHOTS OR OTHER PURPORTED EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

1. Customer Verification

- 1.1. Customers may be required to successfully complete a Know-Your-Customer (“KYC”) Verification process to validate eligibility to participate before redeeming any prize. This may include, but is not limited to, providing proof of a valid government-issued photo identification, biometric facial scan recognition, proof of address, and validation of SSN.
- 1.2. Potential prize winners must comply with these Rules and prize withdrawal is contingent upon fulfilling all requirements set by Clash5 in Clash5’s sole discretion.
- 1.3. A potential prize winner may be required to sign and return to Clash5, an affidavit/declaration of eligibility, and liability/publicity release (except where prohibited) in-order to claim his/her prize (if applicable).

2. Prizes & Prize withdrawal

2.1 Unless otherwise stated or required by Us, Clash Coins must first be played through in an applicable Game at least once before such Clash Coins may be withdrawn as a prize. Once Clash Coins have been played once, they will become “Eligible Clash Coins” and may be withdrawn as a prize.

2.2 If a Customer wishes to withdraw any Prize, Customer may do so by clicking on the “Withdraw” button on the site menu option.

2.3 **Cash Prize.** Customers who accumulate and maintain 100 or more Eligible Clash Coins associated with their Customer Account may elect to withdraw a Cash Prize by following the withdrawal method steps on the Site while logged in. Such qualifying Customers may claim a cash prize corresponding to \$1.00 USD for each Eligible Clash Coin. A Customer's Customer Account must have a minimum balance of at least 100 Eligible Clash Coins before any Cash Prize may be claimed by Customer. Clash5 may charge a fee for processing of withdrawals, in Clash5's sole discretion. Such fee if applicable shall not exceed the reasonably estimated costs of the payment processing.

2.4 **Gift Card.** Customers who accumulate and maintain 10 or more Eligible Clash Coins associated with their Customer Account may elect to accept a Gift Card Prize by following the withdrawal method steps on the Site while logged in. Such qualifying Customers may claim a Gift Card Prize corresponding to \$1.00 USD for each Eligible Clash Coin the Customer chooses to redeem. Consequently, a Customer's Customer Account must have a minimum balance of at least 10 Eligible Clash Coins before any Gift Card Prize may be claimed by Customer. Clash5 may charge a fee for processing of redemptions, in their sole discretion. Such fee if applicable shall not exceed the reasonably estimated costs of the payment processing.

2.5 **Taxes.** Clash5 will not be responsible for any federal or state taxes or fees associated with a prize withdrawal. Clash5 are solely responsible for all applicable taxes and fees associated with prize receipt. Clash Coins are non-transferable, and no substitution will be made except as provided herein at Clash5's sole discretion. Clash5 reserves the right to substitute the listed prize of equal or greater value for any reason owing to circumstances outside Clash5's reasonable control.

2.6 Prior to any prize withdrawal:

2.6.1 the name on your credit or debit card or other payment method must match the name appearing on your Customer Account;

2.6.2 your age, identity and all other required verification checks including but not limited to sources of funds and wealth should be completed;

- 2.6.3 for security reasons and for the prevention of money laundering, we will only authorize payment of prizes to a bank or bank account held in your name. If you provide account details which relate to a bank account held jointly between you and another person, you accept that any prizes will be paid into that joint account, and they may require you to supply additional documentation relating to the person who jointly holds the bank account;
- 2.6.4 We can only process one prize withdrawal request once every forty-eight (48) hours. We will process prize withdrawal requests as soon as practicable;
- 2.6.5 When you choose to redeem for a real cash prize you acknowledge and agree that it may take up to fourteen (14) days to process the payment into our nominated payment mechanism;
- 2.6.5 Clash 5 will only process a withdrawal if the requested prize is associated with at least 100 eligible Clash Coins (i.e. a minimum of 100 eligible Clash Coins). Consequently, a Participant's Customer Account must have a balance of at least 100 Clash Coins before requesting a prize withdrawal.
- 2.6.5 The maximum withdrawal amount is USD \$500 per withdrawal
- 2.6.5 The maximum weekly withdrawal amount is USD \$1,000
- 2.6.6 Payments of over USD\$2,500 may require a longer processing time due to bank clearance, security and fraud checks and may also be paid in more than one lump sum;
- 2.6.7 We reserve the right, in our sole discretion to limit a Customer's withdrawal of prizes to USD \$500 per withdrawal;
- 2.6.8 Clash Coins have no value whatsoever and only qualify a Customer to seek withdrawal of a Prize as set forth herein. If a Customer requests closure of his/her Account without seeking eligible withdrawals or the Account holds Clash Coins in a number less than the minimum (10) Clash Coins required for withdrawal of any Prize (as detailed above), Customer is not entitled to any Prize. All Clash Coins in a Customer Account at the time of termination for any reason are cancelled and forfeited;
- 2.6.8 In the event one or more of a Customers' purchases on the Site is subject to a charge back, all pending prize withdrawals will be cancelled, no further prize withdrawals will be allowed, and Customer's Account may be suspended or terminated in the sole discretion of Clash5;

- 3.1.1 We reserve the right, at our sole discretion, to process any prize withdrawal by issuing a check. Such checks shall be issued in the Customer's name and mailed to the address associated with Customer's Customer Account. By using the Service, Customer agrees that we may use this payment method for certain prize withdrawals, irrespective of Customer's preferred payment method; and
- 2.6.11 Each Customer is solely responsible for all federal, state, local, or other applicable taxes associated with the acceptance and use of the Prize. Each Customer agrees and acknowledges that Clash5 may be required to withhold and remit a portion of Prize value to comply with applicable tax laws. Each winner also agrees to provide Clash5 with a valid social security number or any other information Clash5 may require in connection with applicable tax reporting or withholding requirements or other laws or regulations.

3. Entry conditions and release

- 3.1 by participating on the Site, each Customer agrees to:
 - 3.1.1 comply with these Rules and the decisions of the Clash5 in connection with the Games and the Site which are binding and final;
 - 3.1.2 release and hold harmless the Clash5 and its parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Games, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Customer's entry, creation of an entry or submission of an entry, participation in the Service, acceptance or use or misuse of prizes (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and

- 3.1.3 indemnify, defend and hold harmless the Clash5 from and against any and all claims, expenses, and liabilities (including reasonable attorneys/legal fees) arising out of or relating to a Customer's participation in the Service and/or Customer's acceptance, use or misuse of prizes.

4. Publicity

- 4.1 Except where prohibited, participation on the Site constitutes each Customer's consent to Clash5's and its agents' use of Customer's name, likeness, photograph, voice, opinions and/or hometown and state/province/territory for promotional purposes in any media, worldwide, without further payment, notice or consideration.