

Susan J. Welde (SBN 205401)
ROPERS MAJESKI PC
801 South Figueroa St, Suite 2100
Los Angeles, CA 90017
Telephone: 213.312.2000
Facsimile: 213.312.2001
Email: susan.welde@ropers.com

Martin W. Jaszczuk (*Pro Hac Vice* to be filed)
Margaret Schuchardt (*Pro Hac Vice* to be filed)
Akshay Soman (*Pro Hac Vice* to be filed)
JASZCZUK P.C.
311 South Wacker Drive, Suite 2150
Chicago, IL 60606
Telephone: 312.442.0509
Email: mjaszczuk@jaszczuk.com
mschuchardt@jaszczuk.com
asoman@jaszczuk.com

Attorneys for Plaintiff
RUBEN VALENZUELA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

RUBEN VALENZUELA, individually
and on behalf of those similarly situated,

Plaintiff,

v.

KING.COM LIMITED and
ACTIVISION BLIZZARD, INC.,

Defendants.

Case No.

CLASS ACTION COMPLAINT

CLASS ACTION COMPLAINT

Plaintiff Ruben Valenzuela (“Plaintiff” or “Ruben”), individually and on behalf of all others similarly situated (“Class Members”), by and through his attorneys, Jaszczuk P.C. and Ropers Majeski PC, and for his complaint against Defendants King.com Limited (“King”) and Activision Blizzard, Inc. (“Activision,”

and together with King, “Defendants”) states as follows:

INTRODUCTION

1. On March 23, 2023, Defendants launched Candy Crush All Stars 2023, a mobile gaming contest based on the popular Candy Crush application. Promising \$250,000 in prizes and an expense-paid trip to London for 10 finalists, Defendants sought to entice gamers to enter the competition and put their skills to the test against other players around the world. All in good fun. Or was it?

2. As it turns out, behind the bright colors, adorable icons and happy music—all of which serve to entertain users and to keep them coming back—there is another aspect to the game. An aspect that does not serve users but, instead, serves Defendants: the option for users to purchase a variety of intangible items, such as extra lives and boosters, that benefit players in the game.

3. In short, Defendants give players the option to use the money they earned in the real world, which could be used to purchase milk, bus rides, or staplers, to instead purchase extra lives, color bombs, lollipop hammers, and extra moves – all of which help players be more successful playing Candy Crush.

4. And that is, largely, how Defendants earn money. Quite a bit of it, in fact. In 2014, Candy Crush users reportedly spent over \$1.3 billion on in-app purchases.¹

5. But Defendants have a problem. The vast majority of players decline the invitation to trade real dollars for intangible inventions.² And so, Defendants must come up with new ways to entice more users to spend money and to spend more of it.

6. Enter Candy Crush All Stars 2023 (the “Tournament”).

7. With \$250,000 in prizes and an expense-paid trip to London on the line, Candy Crush players were presented with plenty of incentive to show up, enter

¹ <https://www.theguardian.com/technology/2015/feb/13/candy-crush-saga-players-855m-2014>.

² *Id.*

1 the Tournament and spend their money on a variety of boosters and extra lives to
 2 help them beat their fellow competitors to one of the ten available golden tickets to
 3 London.

4 8. And show up they did. In droves. Some users have estimated that
 5 over one million players advanced to the “Semi Finals.”³ And all these players,
 6 faced with the allure of a six-figure grand prize and a trip to England, were well
 7 incentivized to spend their funds on in-app purchases.

8 9. There is, perhaps, a debate to be had about the interplay between such
 9 incentives, companies’ profit-making motives, and personal choice. But such
 10 philosophical and political discussions are beyond the scope of this Complaint.

11 10. Instead, this Complaint is focused on one key proposition: consumers
 12 are entitled to be presented with the information they will need to make an
 13 informed decision about whether to spend their funds on in-app purchases. And
 14 this is where Defendants’ conduct fell short. Woefully short.

15 11. Specifically, Defendants failed to inform Plaintiff and Class Members,
 16 and in some instances actively misrepresented, four key pieces of information: (1)
 17 the number of players advancing through each Tournament stage, (2) that some
 18 competitors gain an unfair advantage by cheating, (3) that some competitors have
 19 an unfair advantage because they have unlocked game modes that give them
 20 enhanced abilities (“Super Users”), and (4) that some users can play offline, which
 21 masks their running scores.

22 12. Number of Players – While Defendants have not released exact
 23 numbers, it appears that well over one million players took part in the Tournament.
 24 And Defendants stood to profit handsomely if they could convince a significant
 25 proportion of these players to make in-app purchases in an effort to finish in the top
 26 ten on the Tournament leaderboard. But Defendants knew that a player who

27 ³ Excerpt from Candy Crush Reddit Forum,
 28 https://www.reddit.com/r/candycrush/comments/12wto6j/over_1000000_in_the_semi_finals_of_all_stars/

recognizes that he or she is currently number 27,412 on the leaderboard will be unlikely to spend significant funds on in-app purchases. So, at each stage of the Tournament, Defendants placed contestants into artificially small groups of no more than 50 players, and used terms such as “Quarter Finals” and “Semi Finals,” to manipulate users into thinking that they were doing well against their peers and were getting close to the 10 coveted London spots. On information and belief, this tactic worked wonderfully—from a fiscal perspective—for Defendants. Players in small groups spent dearly to outcompete others, thinking that they had a legitimate chance of advancing further, if they could only win their particular pool. This was unadulterated deception.

13. Cheaters – Within days of the Tournament’s start, Candy Crush-related bulletin boards lit up with Tournament contestants complaining about rampant cheating. There is a plethora of examples. Suffice it to say, Defendants were well aware that cheating was highly probable, but failed to put proper measures in place to prevent cheating and failed to adequately deal with cheaters once the Tournament began. This put honest players at a significant disadvantage and caused honest players to spend more money on in-app purchases trying to beat the cheaters. It also caused honest players to enter the Tournament to begin with, which many would not have done had they known that they would be competing with cheaters.

14. Super Users – Some players have played Candy Crush for so long and have gotten so far in the game that they have earned in-app abilities that are not available to mere mortals – they become “Super Users.” When Super Users play Candy Crush, their powers (e.g., ability to choose which board to play) make it significantly easier for them to score points. Player commentary available online indicates that a number of Super Users took part in the Tournament and, unsurprisingly, easily beat their competitors. Defendants failed to disclose to Plaintiff and Class Members both the existence of Super Users and that Super Users

1 would be permitted to take part in the Tournament with their super powers
2 unchecked. This had the intended effect of misleading Plaintiff and Class Members
3 into thinking they had a fair chance of competing and caused them to spend money
4 on in-app purchases they otherwise would not have spent.

5 15. Offline Players – While playing the Tournament, players are shown a
6 live leaderboard that informs them of their current standing. Players use their
7 standing to make a reasoned determination about the benefit of in-app purchases.
8 For instance, a player ranked #35 in a pool of 50 players may decide that paying for
9 boosters is not a sound financial proposition, while a player ranked #3 might
10 determine that paying a few hundred dollars to get to first place is a good bargain.
11 But a player can only make a reasoned choice if he or she has an accurate gauge of
12 where they stand. And, as it turns out, Defendants misled Plaintiff and Class
13 Members on this account as well. Specifically, Defendants permitted players to
14 play “offline” at times. During these periods, the offline players were earning
15 significant points, whereas their scores on the official leaderboard appeared
16 unchanged. Then, with minutes left in the game, the offline players came back
17 online and leapfrogged over Plaintiff and Class Members who, all along, were
18 making their purchasing decisions based on their perceived standing on the
19 leaderboard. By failing to disclose the existence and prevalence of offline players,
20 Defendants caused Plaintiff and Class Members to make in-app purchases they
21 otherwise would not have made had they known their true standing on the
22 leaderboard.

23 16. In all, Defendants’ actions in misrepresenting and concealing the
24 number of players in the competition, and the existence of cheaters, Super Users
25 and offline players, had the effect of causing Plaintiff and Class Members to
26 overestimate their chances of success, which in turn had the intended effect of
27 causing Plaintiff and Class Members to spend significant sums on in-app purchases
28 that they otherwise would not have spent.

17. Accordingly, Plaintiff brings this action to remedy Defendants' deceptive conduct in connection with Defendants' operation of the Tournament. Defendants induced Plaintiff and Class Members to participate in the Tournament—and spend countless hours of time on the game and untold amounts of money on in-app purchases—with the promise of a fair chance at winning a share of a \$250,000 grand prize. In reality, however, the Tournament was administered by Defendants in a deceptive manner that tricked players into believing they were performing better in comparison to other players than they actually were, and the competition was riddled with cheating and other conduct that severely decreased Plaintiff's and Class Members' chances of winning, which Defendants knew but failed to remedy. Plaintiff brings this action for violations of California's Consumer Legal Remedies Act, as well as unjust enrichment and fraud.

PARTIES

18. Plaintiff Ruben Valenzuela is an individual who resides in Canoga Park, California.

19. Defendant King.com Limited is a Malta corporation with its principal place of business in St. Julian's, Malta.

20. Defendant Activision Blizzard, Inc. is a Delaware corporation with its principal place of business in Santa Monica, California. Activision is the parent corporation of Defendant King. But Activision was not simply a corporate parent bystander here. To the contrary, Activision affirmatively marketed the Tournament with the intent of enticing players to participate.

21. On March 20, 2023, Activision posted on its corporate website a press release titled: "It's Giving 'ICY GRL'! Saweetie Teams Up with Candy Crush Saga to Reveal First-Ever \$250,000 Cash Prize Pot and Limited-Edition Championship Rings for 2023 All Stars Final Winners."⁴

⁴ Press Release, Activism Blizzard, It's Giving 'ICY GRL'! Saweetie Teams Up with Candy Crush Saga to Reveal First-Ever \$250,000 Cash Prize Pot and Limited-Edition Championship Rings for 2023 All Stars Final Winners (Mar. 20, 2023), <https://www.prnewswire.com/news->

22. The press release, which prominently features the Activision Blizzard logo in large print at the very top of the page, informs consumers that if they enter the Tournament, they could live life like a renowned athlete and have “stacks of cash”: “Ever dreamt of living the life of an internationally renowned athlete - earning stacks of cash, an All Stars win under your belt, and a blinged out championship ring to prove it? Well now is your chance.”⁵

23. The press release goes on to tempt potential players with championship rings, a trip to London, and the chance to share in \$250,000 in prize money: “For the first time ever, Candy Crush Saga is rewarding its All Stars tournament winners with three championship rings worth \$75,000 in total, designed by Atlanta-based jeweler, Icebox. The fierce competition kicks off this Thursday, March 23 when players can compete in-game for an invitation to the live final in London, and a chance to take home a share of the \$250,000 prize pot and the championship rings.”⁶

24. To complete the enticement, Activision alerted potential participants to the exclusivity of the custom-designed rings, which can only be obtained by entering the Tournament and earning a spot in the finals: “The championship rings are so exclusive, not even ‘ICY GRL’ herself Saweetie could swipe one . . . The only way anyone - even GRAMMY Award Nominated rappers - can get hold of these rings is to Crush their way to a spot in the Final.”⁷

25. Activision’s attempts to drive participation were apparently highly successful, as over one million players took part in the Tournament.

JURISDICTION AND VENUE

26. This Court has jurisdiction over this matter pursuant 28 U.S.C. §

<https://www.activision.com/press-releases/its-giving-icy-grl-saweetie-teams-up-with-candy-crush-saga-to-reveal-first-ever-250-000-cash-prize-pot-and-limited-edition-championship-rings-for-2023-all-stars-final-winners-301775707.html>. A copy of this press release is attached hereto as Exhibit A.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

1 1332(d), because (a) at least one member of the putative class is a citizen of a State
 2 and at least one of the Defendants is a citizen or subject of a foreign state; (b) the
 3 amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and (c)
 4 none of the exceptions under that subsection apply to this action. Approximately
 5 250 million individuals play Candy Crush, and over one million individuals
 6 participated in the Tournament. On information and belief, Defendants have
 7 injured hundreds of thousands, if not millions, of individuals in the United States by
 8 inducing them to participate in an unfair and deceptive competition that resulted in
 9 each of them spending hundreds, if not thousands, of dollars to participate, as in the
 10 case of Plaintiff, who spent thousands of dollars in the course of the Tournament.
 11 Accordingly, the amount in controversy easily exceeds \$5,000,000.

12 27. Venue is proper in the District pursuant to 28 U.S.C. § 1391(b)
 13 because a substantial part of the events giving rise to the claims occurred in this
 14 District.

15 **FACTUAL BACKGROUND**

16 28. In the past ten years, mobile gaming has become ubiquitous in
 17 American society. Whereas twenty years ago consumers were limited to
 18 rudimentary games, the advent of smart phones and—perhaps more importantly—
 19 technology that allows consumers to seamlessly make in-app purchases, has led to
 20 an explosion in the market for mobile gaming.

21 29. There is also, however, a dark side to the mobile gaming craze – the
 22 games can be extremely addictive and financially ruinous.⁸ And in many cases the
 23 addictiveness of the games is by design, as mobile gaming companies make more
 24 money if consumers spend more time gaming and, critically, making in-app
 25 purchases.

26 30. One of the pioneers of this business model is Defendant King, which

27 ⁸ Addictions Content Team, *A New Addiction on the Rise: Mobile Game Addiction*, ADDICTIONS
 28 (July 7, 2021), <https://www.addictions.com/blog/a-new-addiction-on-the-rise-mobile-game-addiction/>.

1 developed the wildly popular game, Candy Crush Saga.⁹

2 31. King launched Candy Crush Saga as a mobile game available on iOS
 3 in 2012. Almost immediately after its release, Candy Crush Saga became one of the
 4 most popular and profitable mobile games on the market.¹⁰

5 32. From 2012 to 2013, the first year Candy Crush Saga was available for
 6 iOS, King's revenue increased 1084%.¹¹

7 33. In large part as a result of Candy Crush Saga's success, King was able
 8 to go public in 2013, and was subsequently acquired by Defendant Activision
 9 Blizzard for \$5.9 billion in 2016.

10 34. In the period 2013 through 2017, Candy Crush Saga was consistently
 11 the first or second most popular mobile game on the market.¹²

12 35. The game's popularity has hardly waned. In 2022, 138 million users
 13 downloaded Candy Crush Saga from the iOS app store and Google Play.¹³ And in
 14 2021, Candy Crush Saga generated over \$1 billion in revenue.¹⁴

15 THE CANDY CRUSH GAME

16 36. Candy Crush is a match-making puzzle game. Users—who can play
 17 the game on both iPhones and Android devices—attempt to “crush” candies by
 18 matching three or more of the same candy icons in consecutive order, thus clearing
 19 them from the game board.

20 37. Each game starts with a fresh game board, for which users are assigned
 21 a specific goal, such as accumulating a given number of points (which are earned
 22 by crushing candies). But users are given a limited number of moves or turns to

23 ⁹ *Id.* See also Eliana Dockterman, *Candy Crush Saga: The Science Behind Our Addiction*, TIME
 24 (Nov. 15, 2013), <http://business.time.com/2013/11/15/candy-crush-saga-the-science-behind-our-addiction>.

25 ¹⁰ David Curry, *Candy Crush Revenue and Usage Statistics (2023)*, BUSINESSOFAPPS (Jan 9,
 2023), <https://www.businessofapps.com/data/candy-crush-statistics/>.

26 ¹¹ *Id.*

26 ¹² *Id.*

27 ¹³ Jordan Bevan, *Candy Crush Saga Revenue and Usage Statistics*, MOBILE MARKETING READS
 28 (Jan. 11, 2023), <https://mobilemarketingreads.com/candy-crush-saga-revenue-and-usage-statistics-2020/>.

¹⁴ *Id.*

1 reach the given goal.

2 38. If a user fails to accomplish the goal within the given number of turns,
 3 they lose a life (“Life” or “Lives”) and must start the board over again.

4 39. Players are only afforded five Lives at the outset of the game. Once
 5 users lose those five Lives, they must wait thirty minutes for a new Life to
 6 regenerate before they can play again.

7 40. But waiting is not the only option. Users who want to continue
 8 playing without waiting 30 minutes are given the option of purchasing more Lives,
 9 which then permit them to continue playing immediately.

10 41. And thus enters the true point of the game—at least from Defendants’
 11 perspective—the in-app purchases by which Defendants earn revenue.

12 42. Since the game’s first inception, Defendants have created a variety of
 13 in-app purchases to entice gamers to spend money. In addition to buying Lives,
 14 users can purchase a variety of boosters, such as lollipop hammers, extra moves,
 15 free switches, and UFOs, all of which enable players to increase their scores or
 16 otherwise “crush” candies more effectively.

17 **THE CANDY CRUSH ALL STARS 2023 TOURNAMENT**

18 43. In 2021, Defendants generated over \$1 billion in revenue from Candy
 19 Crush Saga, a significant portion of which derived from in-app purchases.¹⁵

20 44. While this number seems astounding for a simple mobile game, more
 21 surprising is that this revenue was generated from a very small proportion of
 22 players, as the vast majority of users do not spend money on the app and play for
 23 free.¹⁶

24 45. As such, even though Candy Crush Saga is already a smashing
 25 financial success, from a corporate perspective there is a significant untapped
 26

27 ¹⁵ *Id.*

28 ¹⁶ Stuart Dredge, *Candy Crush Saga players spent £865m on the game in 2014 alone*, THE
 GUARDIAN (Feb. 15, 2015, 6:45 AM EST)
<https://www.theguardian.com/technology/2015/feb/13/candy-crush-saga-players-855m-2014>.

1 supply of free riders who can potentially be induced to become paying users.

2 46. But how best to do so?

3 47. Enter Candy Crush All Stars 2023.

4 48. Defendants billed the Tournament as the “sweetest and biggest
5 tournament of the year.”¹⁷

6 49. Prizes included a share of \$250,000, a trip to London for the
7 Tournament final for ten finalists, and customized Candy Crush Saga-inspired
8 championship rings with a combined value of over \$72,900.¹⁸

9 50. Tournament competitors were tasked with collecting special purple
10 star shaped candies and ostensibly could track their score and rank relative to other
11 players on a leaderboard.

12 51. The Tournament was divided into nine separate stages, beginning with
13 qualifier rounds and eventually progressing to Quarter Finals and three stages billed
14 as Semi Final 1, Semi Final 2, and Semi Final 3, followed by the Final in London,
15 England.

16 52. At each stage, users’ scores were displayed on Tournament
17 leaderboards with up to 50 contestants, and competitors were required to place at or
18 above a certain rank in their given leaderboard to qualify for the next round.

19 53. In total, 10 players would qualify for the Final. But, other than the
20 Final, Defendants did not specify how many individuals would qualify for each
21 successive Stage.

22 54. The Tournament commenced on March 23, 2023.

23 55. As promoters and financial beneficiaries of the Tournament,
24 Defendants had an obligation to users to ensure that the Tournament was structured

25
26 ¹⁷ Excerpt from King Community Forum, <https://community.king.com/en/candy-crush-saga/discussion/349656/%EF%BB%BFall-stars-the-sweetest-and-biggest-candy-crush-saga-tournament-of-the-year/p1>.

27 ¹⁸ Lewis Rees, *Candy Crush Saga breaks records with All Stars Tournament*, POCKET GAMER
28 (Mar. 20, 2023), <https://www.pocketgamer.biz/news/81104/candy-crush-saga-breaks-records-with-all-stars-tournament/>.

1 and overseen in a manner that ensured a baseline level of integrity, transparency,
 2 and fairness.

3 56. But soon after the Tournament commenced, it became clear that the
 4 contest Defendants had billed as “an exciting competitive tournament”¹⁹ was in
 5 reality more akin to a scam.

6 57. Specifically, Defendants structured the Tournament in a deceptive
 7 manner to create a false impression that players’ odds of qualifying for the Final
 8 were higher than they actually were. The reason was monetary – obscuring users’
 9 true odds of winning kept them invested in the Tournament, and more importantly,
 10 kept them spending money on in-app purchases.

11 58. Defendants did so in at least four ways:

12 59. *First*, Defendants deceived Plaintiff and Class Members as to the
 13 number of competitors and, concomitantly, the true chances of making the Final
 14 round.

15 60. Defendants segmented the Tournament into nine stages, from which a
 16 certain number of users would qualify for each successive stage. To qualify,
 17 players had to attain a specified rank within a Tournament leaderboard group that
 18 included up to 50 players.

19 61. But other than indicating that there would be 10 finalists, Defendants
 20 never informed Plaintiff and Class Members how many other players were taking
 21 part in the competition. To the contrary, Defendants did what they could to mislead
 22 contestants into thinking that they were doing well vis-à-vis their competitors, that
 23 there were few other players against whom they were competing, and that they had
 24 a good chance of making the Finals in London. That kept Plaintiff and Class
 25 Members spending money on in-app purchases.

26 62. For instance, Defendants never provided an aggregate leaderboard or
 27 any other information that accurately represented how many competitors were still
 28

¹⁹ *Supra*, excerpt from King Community Forum, at n.17.

1 in the Tournament. Instead, Defendants placed gamers into small Tournament
 2 leaderboard groups of 50, which ensured that contestants were only able to gauge
 3 their performance against a statistically insignificant number of competitors. More
 4 importantly, it kept Plaintiff and Class Members incentivized to spend money on
 5 in-app purchases. After all, a contestant who thinks that he or she is #6 in a group
 6 of 50 is far more likely to spend money on in-app purchases than a contestant who
 7 can see that they are in position #126,456 out of 1 million.

8 63. Defendants paired this deceptive small-group structure with
 9 misleading stage names to make contestants believe that they were approaching the
 10 Finals. To that end, Defendants used terms such as “Quarter Finals” and “Semi
 11 Finals,” terms that are commonly understood to mean that competitors are one and
 12 two stages, respectively, from the Finals (and are typically also indicative of a stage
 13 in the contest where there are only eight and four competitors remaining).

14 64. That was far from reality. Some players have estimated that over one
 15 million players advanced to the “Semi Finals.”²⁰

16 **Over 1.000.000 in the "Semi Finals"** 17 **of All Stars**

18 I think we all know by now that Candy Crush All Stars is/was a scam. Giving you hope
 19 and the feeling that you are so close to the final with a trip to London, that the
 20 "investment" is worth it.
 21 It's not, and it never was.

22 Doing the math, in the three rounds of the semi finals, only 1:50 progressed each. So
 23 for each of the 10 finalists, there are 50 in the last round of the semifinals, 50 times 50
 in the second round and 50 times 50 times 50 in the first round of the semi finals.

24 In other words: 1.250.000 players progressed into the "Semi Finals". This wording gave
 25 each a feeling of chance, that there is a possibility to win a trip to London. But if you
 26 know, that there is a million others against you and getting points is more about
 spending money than skill, would you continue to participate?

27
 28 ²⁰ *Supra*, Excerpt from Candy Crush Reddit Forum, n.3.

65. Defendants' decision to place contestants into small leaderboard groups and to use misleading stage names created a false impression that was designed by Defendants to increase in-app spending.

66. One competitor summed it up fairly succinctly:²¹



christinewupp Posts: 791 Level 3

April 19

I have been really saddened by reading so many players have spent so much of their money on All Stars.

Those of us with years of experience and some mathematical knowhow have tried from the outset to warn others that there are millions competing in the semi finals and that only the madly obsessed non stop players or cheaters stand a chance of winning. Why have so many people been duped into believing they could win? It's not your fault: King have deliberately kept the number of competitors secret, introduced so many wild card rounds and chances to make it really easy for anyone to qualify for the semi finals. The term "semi final" was misleading to a huge degree, making people think they were anywhere near the final, like it is in the world cup. The whole tournament is designed to mislead players into spending money for what was essentially a lottery.

Ah yes, and everyone who filled out the contact form will get lots of spam soon because the data is sold to third parties.

Flag Reply 4 Helpful 1 Sweet 2 Love 1 Haha

67. Another Competitor revealed that, after everything was said and done, he had spent more money on in-app purchases during the Tournament than it would have cost him to simply purchase a plane ticket and accommodations in London:²²



zedzee Posts: 13 Level 2

April 19

All I can say is "we are in the same boat". I put 3 credit cards in my Auto Payment. After 4 days straight of playing CCSaga All Stars, I am now owing my credit cards, more than the total amount of the R/T tickets to London + hotel accommodation. It felt like I was possessed when I was playing it that I did not mind about the bills I would incur after the tournament.

Flag Reply Helpful 1 Sweet 1 Love 1 Haha

68. The dismay expressed by the foregoing user, and the financial harm he

²¹ Excerpt from King Community Forum, <https://community.king.com/en/candy-crush-saga/discussion/401713/all-stars-was-it-really-worth-it/p1>.

²² Excerpt from King Community Forum, https://community.king.com/en/candy-crush-saga/discussion/comment/2614682#Comment_2614682.

has suffered, were both directly caused by Defendants' deceptive conduct. There is more.

69. *Second*, Defendants failed to disclose the existence of, and failed to properly deal with, cheaters.

70. When Plaintiff and Class Members agreed to participate in the Tournament and to spend time and money competing, they did so with the expectation that the competition would be fair.

71. It was anything but.

72. As the Tournament progressed, user complaints documenting suspicious activity and Defendants' indifference to those concerns quickly began surfacing on Defendants' own forum.²³



MelleLilou Posts: 19 Level 2

April 20

Totally agree with you. I started the competition as soon as the second semi-final was launched. When my scoreboard opened after my first game, the first players were already over 30,000 points! I took screenshots to monitor the scores and the time elapsed. In 5 minutes, I won 15/20,000 points maximum, they won 200,000! How is it possible ?!

Either they are bots and therefore impossible to beat, or they are real players who cheat or are favored by King. I won all my games, my races of champions, I never managed to integrate the top 10 of my table so much the scores increased quickly. I gave up after 6 hours when they reached 1 million points (how is that possible?!) when I was barely at 400,000.

This morning when opening the game (I'm in France, it's barely 9:30 am here) the first players reached 3 million points. I have played enough to know that it is impossible to reach such a score even without taking a break. There is therefore cheating and/or rigging of scores.

🚩 Flag 🗨️ Reply 💡 2 Helpful 🍬 Sweet ❤️ 5 Love 😂 Haha

²³ Excerpt from King Community Forum, https://community.king.com/en/candy-crush-saga/discussion/comment/2616175#Comment_2616175; https://community.king.com/en/candy-crush-saga/discussion/comment/2617209#Comment_2617209.



JDTEX000 Posts: 9 Level 2

April 20

So I found out they can play this game on a phone and change the time ahead on their phone and it'll allow them to start earlier and if they are offline the system won't catch it . I watched the countdown and literally a second after it started some guy was at 500k so I put some money into it and lots and lots of time and he stayed a good 500k ahead every second all the way to the last second

🚩 Flag 🗨️ Reply 🧡 Helpful 🍬 Sweet ❤️ Love 😂 1 Haha

73. Properly investigating reports of cheating or implementing systems to prevent it at the scale needed for the Tournament would have decreased the profitability of the Tournament. So instead, Defendants either failed to investigate reports of cheating or, in some cases, did a cursory review and followed up with vague non-committal statements.

74. And that put honest players at a significant disadvantage and caused Plaintiff and Class Members to spend money on in-app purchases they otherwise would not have spent.

75. *Third*, Defendants failed to disclose the existence of Super Users.

76. When Plaintiff and Class Members entered the Tournament, they believed they had a fair chance of competing against other players. Not so. As it turns out, without providing any disclosure, Defendants permitted entry into the Tournament to individuals who had previously completed all of the 14,018 Candy Crush Saga boards – let's call them "Super Users."

77. Players who complete all available 14,018 Candy Crush Saga boards are given access to a Star Tournament ("ST") (not to be confused with the Candy Crush All Stars 2023 Tournament).

78. Once Super Users have reached the ST level, they are provided with access to game boards that are not available to ordinary users. Some of these game boards provide point multipliers of up to 30x or more, which provide Super Users with the ability to score points at an extraordinary pace that ordinary users cannot

1 match.

2 79. One such Super User who took part in the Tournament posted an
 3 explanation on a Candy Crush-related message board:²⁴

4 I've been playing for 59 minutes now and have scored 10,008, 980. I have to stop, a client requires my
 5 attention.

6 Later.

7 Of course, 10 million points does not equate to 10 million purple stars that were in the All Stars
 8 Tournament, but it is an indicator, bearing in mind the x30 multiplier would have been applied, of the
 9 potential stars I might have won in these 59 minutes of play.

10 I could have played on for another hour or more on that one level/game. In the semi finals I used the
 11 points gained as my guide and the greatest number I attained was 25 million before choosing to end
 12 that game. To other players it may have looked that I was a bot, suddenly appearing on the leader
 13 board with a very high number of purple stars, when, in fact, I was online, playing one good board in the
 14 Star Tournament.

15 I ended games so that other players could get a sense of my score and because I felt out of touch with
 16 the leader board. I was neck and neck with the player in second place for most of the night and they
 17 also *appeared* to me to be offline at times. They *may* have been doing exactly what I was doing. This
 18 was the only real element of fun – the rest of the experience was gruelling but it demanded commitment.

19 This is my explanation.

20 My score is totally dependent on my use of boosters that I have built up over 10 years. There is a
 21 cascade effect by using the combination of a colour bomb and hammer/pink lollipop. Creating lots of
 22 colour bombs and then exploding one which sets off a chain reaction. At one stage in the 3rd semi final
 23 the game played itself for 10 minutes and generated *loads* of very welcome points.

24  Flag  Reply  2 Helpful  Sweet  Love  1 Haha

25 80. Perhaps most interestingly, this Super User, while noting that his
 26 technique was legitimate as it was created by King, admitted that playing the
 27 Tournament as he did—with the 30x point multiplier that is available to Super
 28 Users but not to ordinary contestants—was “not really within the *spirit* of the
 game.” When another competitor said it was unfair, he responded: “It isn’t fair. I
 agree with you.”²⁵

²⁴ Excerpt from King Community Forum, <https://community.king.com/en/candy-crush-saga/discussion/402853/ten-million-points-in-59-minutes-explained/p1>

²⁵ Excerpts from King Community Forum, *id.*; <https://community.king.com/en/candy-crush-saga/discussion/402853/ten-million-points-in-59-minutes-explained/p3>.



John_Porter Posts: 145 Level 3

April 28 edited April 29

chopstickcharmA Apr 28, 2023

Once you make a move, does it creates lots of points? I'm confused how a single move can make so many points?

If this is legit, king needs to explain this and block it.



I agree. My strategy works but it is not really within the *spirit* of the game. It is totally legitimate. King created it and added the x30 multiplier.

The problem is that players who have completed all available levels have two choices, they replay levels they have already completed *outside of The Star Tournament* environment where the x30 multiplier does not apply or they play *in* The Star Tournament where the x30 multiplier does apply. To complete in All Stars 2023 there is, therefore, only one real option: The Star Tournament.

The cascade effect has to be set up by using the hand booster to create colour bombs all over the board. I created 15 and then bashed one with a hammer/pink lollipop - fireworks erupt and more and more colour bombs are spawned and set off. It's a joy to watch - sometimes a little unnerving.

Flag Reply 2 Helpful Sweet Love Haha



John_Porter Posts: 145 Level 3

April 29

Chahira Apr 28, 2023

That's very interesting, i didn't know that there is something called star tournament on the end of the game, all the time everyone say star tournament i though they are talking about the all start tournament. This is far worse than i though. It's a strategy using boosters and



It isn't fair, I agree with you. You say "*No offence but this is pay to win contest...*" I did not pay for the boosters. I earned them gradually over 10 years. It is likely, though not yet conformed, that finalists will be given a device with no boosters on it which is heading towards a fairer starting point.

Flag Reply 1 Helpful Sweet Love Haha

81. To be clear, this Complaint does not place blame on this particular Super User, or any other Super Users for that matter. Super Users are not at fault for reaching the end of the game and being rewarded, by Defendant King, with

super powers. The fault here lies entirely with Defendants, who failed to either (a) limit the abilities of Super Users to ensure a level playing field, or (b) disclose to Plaintiff and to Class Members that they would be competing against Super Users, who had available to them in-game abilities that, for all intents and purposes, would make them virtually unbeatable by ordinary users.

82. Had they known this fact, Plaintiff and Class Members would not have made the in-app purchases they made throughout the Tournament.

83. One competitor—without Super User abilities—aptly summarized the point as follows:²⁶



Matjes Posts: 29 Level 2

April 28

@John_Porter

For me, you are not a fraudster. You simply use your collected boosters. Unfortunately, you have an advantage (like other players): You play star event and can choose a good point level within a certain framework. I can't do that. With the same number of boosters used, you have of course collected much more purple stars. For us normal players, there is no chance to win. That's not a reproach against you because you can't do anything about it. If I repeat the semi-finals, I will therefore not waste any more money and only play normally and have fun. That's what the game is for. Good luck in the final if you're there 😊👍

🚩 Flag 🗨️ Reply 🧑🏻‍🚒 Helpful 🍬 2 Sweet ❤️ Love 😄 1 Haha

²⁶ Excerpt from King Community Forum, <https://community.king.com/en/candy-crush-saga/discussion/402853/ten-million-points-in-59-minutes-explained/p2>.



chopstickcharmA Posts: 56 Level 2

April 28

Matjes Apr 28, 2023

@John_Porter

For me, you are not a fraudster. You simply use your collected boosters.

Unfortunately, you have an advantage (like other players): You play star event and



This is a perfect response. If you aren't in the Star tournament, you really never had a chance. King really created a cash grab scam.

🚩 Flag 🗨️ Reply 🗳️ Helpful 🍬 1 Sweet ❤️ 1 Love 😂 Haha

84. *Fourth*, Defendants failed to disclose the existence of Offline Players.

85. Grouping players into artificially small groups, with no more than 50 on any given leaderboard was, as discussed above, patently misleading. But that was not the only problem with the leaderboards. A second issue is that they were inaccurate.

86. Specifically, Defendants permitted players in the Tournament to play offline, meaning that certain players would be playing the game and accumulating points, but their true point totals would not be visible to Plaintiff and Class Members in the same group until they came back online.

87. The problem with this maneuver is that Plaintiff and Class Members made their in-app purchasing decisions based on how they were doing vis-à-vis their competitors. For instance, a player in third place may decide to spend money on boosters in an attempt to finish first, while a player in 12th place may decide to forego the same purchase. The problem with offline players is that their true score is inaccurate while they are offline, thereby giving Plaintiff and Class Members a misleading view of their standing on the leaderboard and an incentive to make in-app purchases that they otherwise may not be inclined to make.

88. A number of Tournament competitors complained about this issue, pointing out how some offline players logged back in with minutes to spare and

leapfrogged the competition.²⁷



Riala Posts: 6 Level 2

April 25

It is sad that there were so many offline dubious players making points that would be impossible to make. Too bad they didn't get grouped together themselves since they wait until last minute to see who guessed which impossible was going to win lol. It is sad that it looks like from how rampant this is, no honest players are making it. I have not touched the game since I found out & learned my lesson.

Flag Reply Helpful Sweet Love Haha

But this N1 position wasn't even in the top 6 2:51 minutes earlier: (So this means that player was playing offline making millions of pts (at least 6.8MM in the last 2:51 minutes of play))



89. Defendants failed to disclose to Plaintiff and Class Members that they would be competing against offline users and that the leaderboard totals presented to them might be false. This failure caused Plaintiff and Class Members to believe that they were performing better relative to other users than they actually were. This, in turn, caused Plaintiff and Class Members to spend money on in-app

²⁷ Excerpts from King Community Forum, https://community.king.com/en/candy-crush-saga/discussion/comment/2622023#Comment_2622023; https://community.king.com/en/candy-crush-saga/discussion/comment/2620238#Comment_2620238.

purchases they otherwise would not have spent had they known their true standing.

90. Each and every one of Defendants' above-described misrepresentations and omissions occurred every time Plaintiff and Class Members viewed their scores on a leaderboard that (1) misrepresented the number of competitors against whom Plaintiff and Class Members were playing and their true standing in the Tournament; (2) failed to disclose that other competitors in the Tournament were cheating; (3) failed to disclose that other competitors in the Tournament were "Super Users"; and (4) failed to disclose that other competitors in the Tournament were competing offline.

RUBEN VALENZUELA'S ORDEAL

91. Plaintiff, Ruben Valenzuela, is a hard-working father and small-business owner who resides in Canoga Park, California.

92. Through 2023, Ruben was a regular user of gaming apps, including Candy Crush.

93. In early 2023, Ruben heard about an upcoming Candy Crush tournament. After reading about the Tournament and reviewing the applicable Tournament Rules²⁸—including the potential of winning a trip to London and \$100,000—Ruben decided to participate in the Tournament.

94. Although Ruben was familiar with mobile gaming, once he began participating in the Tournament, he became obsessed. At every turn, he was given the impression that he was in the lead, and knew that if he stopped playing for even a few minutes, he would lose his place. So he kept playing.

95. Over time, the Tournament consumed Ruben's life. He was no longer playing for fun. Enticed by Defendants' misrepresentations, he played throughout the day – sometimes even while he was working.

²⁸ The Tournament was governed by a specific set of rules (the "Tournament Rules," attached as Exhibit B), which governed all aspects of the Tournament, and took precedence over any other rules applicable to Candy Crush gameplay, including any Terms of Use. (See Tournament Rules, §§ 2.3, 2.4.)

1 96. Ruben's participation in the Tournament also took a toll on his
2 marriage, as his commitment to the Tournament led to several arguments with his
3 then-wife.

4 97. This went on for nearly a month. Ruben continued to spend money
5 and otherwise devote his attention to the Tournament every day.

6 98. All of that ended when Ruben was suddenly overcome by a player
7 who achieved a score that Ruben had never seen and could never have achieved.

8 99. At that moment, Ruben realized he had been scammed. He lost the
9 Tournament, quit the game, and has not played since.

10 100. In total, Ruben spent thousands of dollars and nearly a month's worth
11 of time on the Tournament, enticed by Defendants with the idea of winning
12 \$100,000 and a trip to London playing what he had thought was a fair game.

13 101. And perhaps we could blame Ruben, and the millions of people like
14 him who did the same, if the game had been fair. We could say that adults should
15 not allow themselves to be led astray by sleek corporate marketing and clever
16 corporate machinations designed to draw players into a game where they need to
17 spend their wages on color bombs and lollipop hammers. After all, if a corporation
18 can convince people that they should exchange their money earned in the real world
19 for intangible thingamajigs in the cyber world, then people have only themselves to
20 blame. Perhaps.

21 102. But whatever side of this debate one may choose to take, one point is
22 beyond dispute: the game has to be fair and players must be given the information
23 they need in order to make a reasoned decision as to whether to spend their money
24 on such items. And that's where things broke down.

25 103. The game was anything but fair. As described in the foregoing
26 sections, Defendants structured the Tournament into small groups with small
27 leaderboards to mislead Ruben and Class Members into believing they were
28 outperforming their competitors and had a reasonable chance of advancing to the

1 Finals, when in reality they were playing against thousands or even millions of
2 other users and had, at best, an infinitesimal chance of advancing. Additionally,
3 Ruben and Class Members were competing against cheaters, Super Users and
4 Offline users, all of whom had an unfair advantage. Defendants knew this, but
5 failed to disclose it, or to actively address it. And they did so to maximize the in-
6 app purchases of honest users, all of whom have been victimized by Defendants'
7 conduct.

8 104. On behalf of himself and all others similarly situated, Ruben
9 Valenzuela brings this class action against the Defendants seeking a full refund of
10 all monies spent on in-app purchases during the Tournament and for all other relief
11 ordered by this Court.

12 CLASS ALLEGATIONS

13 105. Plaintiff brings this action on behalf of himself and as a class action
14 pursuant to the provisions of Rules 23(a) and (b)(3) of the Federal Rules of Civil
15 Procedure on behalf of the Class, tentatively defined as follows:

16 All individuals residing in California who participated in the Candy
17 Crush All Stars 2023 Tournament and made in-app purchases.

18 106. References to the "Class" and "Class Members" refer to the above,
19 unless otherwise indicated.

20 107. Excluded from the Class are Defendants and their subsidiaries and
21 affiliates; all persons who make a timely election to be excluded from the Class;
22 governmental entities; and the judge to whom this case is assigned and any
23 immediate family members thereof.

24 108. Certification of Plaintiff's claims for class-wide treatment is
25 appropriate because Plaintiff can prove the elements of his claims on a class-wide
26 basis using the same evidence as would be used to prove those elements in
27 individual actions alleging the same claims.

28 109. **Numerosity** – Federal Rule of Civil Procedure 23(a)(1). The members

of the Class are so numerous that individual joinder of all Class Members is impracticable. On information and belief, there are thousands, if not millions, of consumers who have been damaged by Defendants' wrongful conduct as alleged herein. The precise number of Class Members and their addresses is presently unknown to Plaintiff but may be ascertained from Defendants' books and records. Class Members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, internet postings, in-app notices, and/or published notice.

110. **Commonality and Predominance** – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3). This action involves common questions of law and fact, which predominate over any questions affecting individual Class Members, including, without limitation:

- a. whether Defendants engaged in deceptive acts or practices in connection with the Tournament;
- b. whether Defendants retained any benefit in connection with the Tournament;
- c. whether Defendants would be unjustly enriched by retaining any benefit;
- d. whether Plaintiff and the Class are entitled to damages.

111. **Typicality** – Federal Rule of Civil Procedure 23(a)(3). Plaintiff's claims are typical of the other Class Members' claims because, among other things, all Class Members were comparably injured through the uniform prohibited conduct described above.

112. **Adequacy of Representation** – Federal Rule of Civil Procedure 23(a)(4). Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the other Class Members he seeks to represent; he has retained counsel competent and experienced in complex commercial and class action litigation; and Plaintiff intends to prosecute this action vigorously. The

interests of the Class Members will be fairly and adequately protected by the Plaintiff and his counsel.

113. **Superiority** – Federal Rule of Civil Procedure 23(b)(3). A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Class Members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for Class Members to individually seek redress for Defendants’ wrongful conduct. Even if Class Members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

COUNT I

Violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*

(On Behalf of Plaintiff and the Class)

114. Plaintiff repeats and re-alleges the allegations contained in the preceding paragraphs of this Complaint as though set forth fully herein.

115. Plaintiff and members of the Class bring this count as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

116. The Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”), is a comprehensive statutory scheme that is to be liberally construed to protect consumers against unfair and deceptive business practices in connection with the conduct of businesses providing goods, property or services to consumers

1 primarily for personal, family, or household use.

2 117. Defendants are “persons” as defined by California Civil Code §§
 3 1761(c) and 1770 and have provided “goods” and/or “services” as defined by
 4 California Civil Code §§ 1761(a), 1761(b) and 1770.

5 118. California Civil Code § 1770(a)(5) prohibits one who is involved in a
 6 transaction from “[r]epresenting that goods or services have sponsorship, approval,
 7 characteristics, ingredients, uses, benefits, or quantities that they do not have . . .”

8 119. California Civil Code § 1770(a)(7) prohibits one who is involved in a
 9 transaction from “[r]epresenting that goods or services are of a particular standard,
 10 quality, or grade, or that goods are of a particular style or model, if they are of
 11 another.”

12 120. California Civil Code § 1770(a)(9) prohibits one who is involved in a
 13 transaction from “[a]dvertising goods or services with intent not to sell them as
 14 advertised.”

15 121. California Civil Code § 1770(a)(16) prohibits one who is involved in a
 16 transaction from “[r]epresenting that the subject of a transaction has been supplied
 17 in accordance with a previous representation when it has not.”

18 122. Plaintiff and Class Members are “consumers” as defined by California
 19 Civil Code §§ 1761(d) and 1770 and have engaged in a “transaction” as defined by
 20 California Civil Code §§ 1761(e) and 1770.

21 123. Defendants’ acts and practices were intended to and did result in the
 22 sales of products and services to Class Members in violation of California Civil
 23 Code § 1770, including, but not limited to, the following:

- 24 a. Representing that goods or services have characteristics that they do
 25 not have;
- 26 b. Representing that goods or services are of a particular standard,
 27 quality, or grade when they were not;

c. Advertising goods or services with intent not to sell them as advertised; and

d. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

124. The misrepresentations and omissions actionable under this claim relate to Defendants' practices surrounding the 2023 Tournament. Among other things, Defendants misrepresented to Plaintiff and Class Members the number of competitors participating in and advancing to each stage of the Tournament, leading Plaintiff and Class Members to believe they were outperforming the competition and had a reasonable chance of advancing in, and ultimately winning, the Tournament, when in fact, Plaintiff and Class Members were competing against a significantly larger number of competitors. Additionally, Defendants were aware that cheating was taking place during the Tournament, yet failed to disclose it to Plaintiff and Class Members and did nothing to stop it. Defendants were also aware that certain Super Users that had significant advantages were participating in the Tournament, but failed to disclose the existence of Super Users to Plaintiff and Class Members, or that Super Users would be permitted to use their enhanced abilities during the Tournament. And Defendants permitted certain players to play "offline," obscuring their true performance in the Tournament, but failed to disclose to Plaintiff and Class Members the existence and prevalence of such players.

125. These representations were untrue, as Defendants were well aware that the number of players far exceeded the number displayed on players' leaderboards. Plaintiff and reasonable consumers alike would expect Defendants' representations about their standing in the Tournament to be an accurate depiction of players' standings with respect to other Tournament participants.

126. Defendants also failed to disclose the existence of cheaters, offline players and Super Users, knowing that these facts were material to players and were within the exclusive knowledge of Defendants. Defendants' omissions were

1 contrary to the representations they made to players, and were central to the
2 Tournament's function.

3 127. Plaintiff and Class Members relied on these representations and
4 omissions prior to and during the Tournament.

5 128. Defendants' representations and omissions were material because they
6 were likely to and did deceive reasonable consumers concerning the structure and
7 fairness of the Tournament.

8 129. If Defendants had disclosed to Class Members the true facts
9 surrounding the Tournament, they would not have participated in the Tournament,
10 or spent money on in-app purchases in connection with the Tournament.

11 130. Instead, Defendants misrepresented and omitted material facts
12 concerning the Tournament, and Plaintiff and Class Members reasonably relied on
13 these misrepresentations and omissions, the truth of which they could not have
14 discovered. These representations and omissions were integral to the functioning of
15 the Tournament.

16 131. As a direct and proximate result of Defendants' violations of
17 California Civil Code § 1770, Plaintiff and the Class Members are entitled to relief.
18 Plaintiff has provided the notice required by California Civil Code § 1782(a) and, to
19 date, Defendants have not cured or taken any action to cure their
20 representations/actions.

21 132. Plaintiff and the Class Members seek all relief allowed by law,
22 including damages, punitive damages, attorneys' fees, and costs under the CLRA.

23 133. Punitive damages are justified because: (1) such damages are integral
24 to the remedial scheme of the CLRA; (2) Defendants made intentional
25 misrepresentations to consumers that were integral to the functioning of the
26 Tournament, constituting fraud; and (3) given the worldwide scope and resulting
27 revenue generated by the Tournament as the result of Defendants' actions,
28 Defendants' conduct was conceived, authorized and/or ratified by their respective

1 officers, directors and/or managing agents.

2 **COUNT II**

3 **Fraud**

4 **(On Behalf of Plaintiff and the Class)**

5 134. Plaintiff repeats and re-alleges the allegations contained in the
6 preceding paragraphs of this Complaint as though set forth fully herein.

7 135. Plaintiff and members of the Class bring this count as a class action
8 pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9 136. As set forth above, in connection with the Tournament, Defendants
10 knowingly, intentionally, and with intent to mislead, misrepresented to Plaintiff and
11 Class Members the number of competitors participating in and advancing to each
12 stage of the Tournament, leading Plaintiff and Class Members to believe they were
13 outperforming the competition and had a reasonable chance of advancing in, and
14 ultimately winning, the Tournament, when in fact, Plaintiff and Class Members
15 were competing against a significantly larger number of competitors. On
16 information and belief, Defendants made these misrepresentations intentionally to
17 incentivize Plaintiff and Class Members to continue playing in the Tournament, and
18 spending money on in-app purchases during the Tournament, because had Plaintiff
19 and Class Members known their true standing, they would not have spent money on
20 in-app purchases under the belief that they had a reasonable chance of winning a
21 significant prize.

22 137. Additionally, Defendants were aware that cheating was taking place
23 during the Tournament, yet failed to disclose it to Plaintiff and Class Members and
24 did nothing to stop it. Defendants were also aware that certain Super Users that had
25 significant advantages were participating in the Tournament, but failed to disclose
26 the existence of Super Users to Plaintiff and Class Members, or that Super Users
27 would be permitted to use their enhanced abilities during the Tournament. And
28 Defendants permitted certain players to play “offline,” obscuring their true

1 performance in the Tournament, but failed to disclose to Plaintiff and Class
2 Members the existence and prevalence of such players. On information and belief,
3 Defendants knowingly, intentionally, and with intent to mislead concealed this
4 information from Plaintiff and Class Members, because if Class Members had been
5 aware that cheaters, Super Users, and offline players were permitted to compete
6 without consequence, Plaintiff and Class Members would not have entered or
7 continued playing in the Tournament and spent significant amounts of money on in-
8 app purchases. Defendants concealed all of these facts despite having a duty to
9 disclose such facts due to Defendants' knowledge that Plaintiff and Class Members
10 were acting upon the assumption that these facts did not exist and that the
11 Tournament was fair, Defendants' sole possession of the facts, and the centrality of
12 those facts to the Tournament's function.

13 138. Defendants' representations and omissions concerning the Tournament
14 were material to a reasonable consumer and were designed to affect consumer
15 decisions and conduct. Plaintiff and Class Members reasonably relied on
16 Defendants' material misrepresentations and omissions in deciding to participate in,
17 and spend significant amounts of time and money in, the Tournament. Plaintiff and
18 Class Members would not have participated in the Tournament and made extensive
19 in-app purchases absent Defendants' false and misleading representations and
20 omissions.

21 139. As a result of the foregoing fraudulent and deceptive practices,
22 Defendants obtained substantial revenues, which they would not have absent
23 Defendants' false and misleading representations and omissions.

24 140. Plaintiff, on behalf of himself and each of the other members of the
25 Class, seeks to recover the damages suffered, including actual and punitive
26 damages, attorneys' fees, costs of suit, and other relief as appropriate.
27
28

COUNT III**Unjust Enrichment****(On Behalf of Plaintiff and the Class In the Alternative)**

141. Plaintiff repeats and re-alleges the allegations contained in the preceding paragraphs of this Complaint as though set forth fully herein.

142. Plaintiff and the members of the Class bring this count as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

143. Through the unfair, fraudulent, and deceptive acts described herein, Defendants induced Plaintiff and Class Members to expend significant amounts of time, effort, and money in connection with the Tournament, including the making of extensive in-app purchases in connection with the Tournament.

144. On information and belief, Defendants profited in millions—if not tens of millions—of dollars as a result of Plaintiff's and Class Members' participation in the Tournament and making of extensive in-app purchases during the Tournament. Defendants were aware of the benefits conferred upon them by Plaintiff and Class Members and were not entitled to those benefits.

145. Under the circumstances, it would be unjust and inequitable for Defendants to retain this benefit without paying for its value, and Plaintiff and the other Class Members should be compensated by an ascertainable value to be proven at trial based on the retention of the benefit.

146. This unjust enrichment has been to the detriment of Plaintiff and other members of the Class.

147. Plaintiff, on behalf of himself and each of the other members of the Class, seeks to recover monetary damages and other relief as appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully requests that this Court:

a. Certify the proposed Class and appoint Plaintiff and his legal counsel

1 to represent the Class;

2 b. Find in favor of Plaintiff and the Class on all counts asserted herein;

3 c. Award damages, including compensatory, statutory, and punitive
4 damages to Plaintiff and the Class in an amount to be determined at
5 trial;

6 d. Award Plaintiff and the Class reasonable attorneys' fees and the costs
7 and disbursements of this suit incurred herein;

8 e. Award Plaintiff and the Class pre-judgment and post-judgment interest
9 at the highest legal rate to the extent provided by law; and

10 f. Order any such other and further relief the Court deems just and
11 equitable.

12 **JURY DEMAND**

13 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff
14 demands a trial by jury on all counts herein and of all issues so triable.

15
16 Dated: September 24, 2025

ROPERS MAJESKI PC

17
18 By: /s/ Susan J. Welde

SUSAN J. WELDE
Attorneys for Plaintiff
RUBEN VALENZUELA

19
20
21 Dated: September 24, 2025

JASZCZUK P.C.

22
23 By: /s/ Martin W. Jaszczuk

MARTIN W. JASZCZUK
(PRO HAC VICE to be filed)
MARGARET SCHUCHARDT
(PRO HAC VICE to be filed)
AKSHAY SOMAN
(PRO HAC VICE to be filed)
Attorneys for Plaintiff
RUBEN VALENZUELA

-EXHIBIT A-



It's Giving 'ICY GRL'! Saweetie Teams Up with Candy Crush Saga to Reveal First-Ever \$250,000 Cash Prize Pot and Limited-Edition Championship Rings for 2023 All Stars Final Winners

March 20, 2023

- On March 23, the Candy Crush® All Stars tournament is back, giving Crushers the chance to be crowned this year's ultimate champion
- For the first time ever, Candy Crush Saga is giving 10 All Star finalists the chance to reach the Live Final in London to take home a share of some jaw-dropping prizes
- It gets sweeter - 'ICY GRL' rapper Saweetie teamed up with Candy Crush Saga® to reveal the Icebox bling rings plus a jaw-dropping \$250,000 prize pot up for grabs for the finalists

NEW YORK, March 20, 2023 /PRNewswire/ -- Ever dreamt of living the life of an internationally renowned athlete - earning stacks of cash, an All Stars win under your belt, and a blinged out championship ring to prove it? Well now is your chance.

For the first time ever, Candy Crush Saga is rewarding its All Stars tournament winners with three championship rings worth \$75,000 in total, designed by Atlanta-based jeweler, Icebox. The fierce competition kicks off this Thursday, March 23 when players can compete in-game for an invitation to the live final in London, and a chance to take home a share of the \$250,000 prize pot and the championship rings.

To kick off the 2023 All Stars tournament, Candy Crush Saga has partnered with GRAMMY-nominated Hip Hop artist and long-time player of the game, Saweetie, to star in a new film that reveals the diamond-encrusted championship rings up for grabs.

Mo, Rafi and Z, the three brothers behind Icebox who have made iconic jewels for Hip Hop legends, as well as championship rings for the biggest names in sport, are the creators of the trio of bling rings. The three handcrafted rings for the First, Second and Third place winners will be iced out to the max with rare gems inspired by the game's iconic candies. Dripping in Amethysts, Yellow and Orange Sapphires, Rubies, Blue Topaz and Brown Tourmaline, set into the 14K Gold Candy Drip for a color-popping sensation.

The championship rings are so exclusive, not even 'ICY GRL' herself Saweetie could swipe one. Starring in a new film, the jewelry-obsessed rapper tries to raid the Icebox briefcase; mission *not* accomplished. The 'ICY GRL' hitmaker, real name Diamonté, is known for her love of rocks, often decked out in her iconic 'ICY' diamond chain and encrusted grills, but the Candy Crush All Stars ring is one rock she couldn't get her hands on. The only way anyone - even GRAMMY Award Nominated rappers - can get hold of these rings is to Crush their way to a spot in the Final.

Rapper Saweetie commented: "As the original 'ICY GRL', you know I love my ice! Icebox's pieces are so special and amazing. It was a pleasure developing the idea for the short film created in partnership with director Scott Kelley and Candy Crush Saga. I even flexed my best athletic skills inspired by my favorite female spy movie, but I still couldn't get those beautiful rings on my fingers! The Candy Crush championship rings need to be a part of my icy collection, so I'll definitely be tapping into the All Stars tournament! I know das right!"

Zahir "Z" Jooma, Icebox Founder and Jewelry Designer, says: "When Candy Crush Saga came to us and asked us to create their first ever All Stars championship rings, it was an opportunity we couldn't turn down. We've designed for platinum-selling artists, and next level athletes, and now we're handcrafting a one-of-a-kind piece of ice for the best Crushers out there."

Fernanda Romano, Chief Marketing Officer at King, makers of the Candy Crush franchise, says: "The amount of dedication and passion our players put into the tournament is incredible, so it only seems right to reward them like the true champions they are. Candy Crush All Stars is one of the biggest tournaments on the planet, and we want to make sure the rewards for our winners reflect that. So, this year, to mark King's 20th anniversary, we're giving away our biggest prize ever. Taking inspiration from the world's largest sporting events, three finalists can win an epic candified championship ring that has Saweetie's seal of approval alongside the biggest prize pot ever announced for a casual mobile game."

The free-to-enter Candy Crush All Stars tournament goes live on March 23, open to anyone over 18 years old from select markets who are Level 25 and higher. All players have until April 3 to compete in round one of the tournament. The finalists of this round will then go on to compete in the quarter finals and semifinals before the ten finalists are invited to fly to London on May 25 for the final showdown. Candy Crush Saga will fly out all ten finalists, and plus ones, to London for an all-expenses paid trip to enjoy a wealth of fun-filled games and activities before crowning the ultimate All Stars champion.

Candy Crush Saga is available to download and play for free on iOS and Android. To learn more about the mobile game, visit: www.candycrushsaga.com.

Notes to editor

- Players must be 18+ and must be available for UK travel 23-28 May 2023 to enter the Final.
- Players must be from participating countries only: United States, United Kingdom, Brazil, Canada, Germany, France, Italy, Netherlands, Spain, Sweden, Switzerland, Norway, Denmark, Austria, Ireland, Finland, Poland, Romania, Czech Republic, Greece and Portugal.
- For the London Live Final, Candy Crush Saga will fly out ten finalists to London from 25th May – 30th May, including a

five-night stay in a luxury hotel. As well as competing in activity and games to be crowned the champion, the finalists will have the chance to meet the team behind one of the world's most played mobile games and feed into the creative process behind Candy Crush Saga. This trip is subject to change per national government COVID travel restrictions.

- For competition T&Cs, visit https://candycrush-saga.web.app/pages/all_stars_terms

About King

With a mission of *Making the World Playful*, King is a leading interactive entertainment company and the creator of the world-famous *Candy Crush* franchise, as well as other mobile game hits including *Farm Heroes Saga*. *Candy Crush* is the top-grossing franchise in U.S. app stores, a position it has held for the last five years, and King's games are being played by 233 million monthly active users as of Q4 2022. King, a part of Activision Blizzard (NASDAQ: ATVI), has game studios in Stockholm, Malmö, London, Barcelona and Berlin and offices in San Francisco, New York, Los Angeles and Malta. More information can be found at [King.com](https://king.com) or by following us on [LinkedIn](#), [@lifeatking](#) on Instagram, or [@king_games](#) on Twitter.

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About Icebox Diamonds & Watches

Icebox is a family-owned jewelry brand founded in 1976 by the Jooma family. Operated today by three brothers, Mo, Rafi and Zahir "Z" Jooma, Icebox specializes in natural diamond and solid gold fine jewelry including custom designs and watches.

Icebox creates one of a kind custom jewelry for world renowned stars in music, sports and entertainment, regularly sharing celebrity shopping experiences via episodes on their YouTube channel and across other social media platforms. The Icebox Flagship Showroom is located in Atlanta, GA, with Icebox Boutiques inside Saks Fifth Avenue's Atlanta, Miami & New York locations.

For more information, visit icebox.com and follow @icebox on Instagram and TikTok.





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SOURCE King

Katherine Espinosa, The Romans, Katherine.Espinosa@wearetheromans.com

-EXHIBIT B-



Candy Crush Saga All Stars Tournament Terms and Conditions (March 2023)

These Candy Crush Saga (“**CCS**”) All Stars Tournament (“**Tournament**”) Terms & Conditions, including any updates, amendments or supplements thereto (“**All Stars Rules**”) codify the rules and standards of conduct that will apply as a condition to participate in the Tournament in CCS. These All Stars Rules apply to all players that enter, participate in any round or stage in the Tournament (“**Participants**”). The Tournament consists of an online event (“**Event**”). Please refer to section 5 for full details of the format of the events.

1. INTRODUCTION:

1.1. These All Stars Rules represent a legal agreement between King.com Ltd, a company registered in Malta whose address is Aragon Business Centre, Level 4, Dragonara Road, St Julians STJ3140, Malta, and its affiliates (collectively, “**King**”) (also referred to in these All Stars Rules as ‘we’, ‘us’ and ‘our’) and each Participant (also referred to in these All Stars Rules as ‘you’).

1.2. These All Stars Rules establish the general rules of online Tournament play and Tournament activities, including rules governing player eligibility, Tournament structure, prize awards, and player conduct.

1.3. Each Participant is required to read, understand, and agree to these All Stars Rules before participating in the Tournament.

2. ACCEPTANCE OF ALL STARS RULES.

2.1. **Acceptance:** Each Participant must agree to these All Stars Rules to participate in the Tournament. Players may accept these All Stars Rules by entering or participating in any round or stage of the Tournament.

2.2. **Changes to and Enforcement of these All Stars Rules:** Accordingly, in its sole discretion, King (a) may update, amend or supplement these All Stars Rules from time to time; and (b) may interpret or apply these All Stars Rules by releasing bulletins, notices, in-game message, community posts, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Any material changes to these All Stars Rules will be provided to the Participants prior to the next stage of the Tournament in which the changed rules will apply. Participation in a stage of the Tournament will constitute acceptance of the changed rules.

2.3. **Applicability of these Rules:** These All Stars Rules are intended to provide comprehensive background rules for all aspects of Tournament. The final ("Final") of the Tournament is a separate contest and may have additional entry requirements and rules that apply. Those rules will be communicated to potential winners when they are invited to the Final, which Participant must accept before entering. These All Stars Rules are in addition to and incorporate King's Terms of Use <https://www.king.com/termsAndConditions> (<https://www.king.com/termsAndConditions>) ("**Terms of Use**"), Privacy Policy <https://king.com/privacyPolicy> (<https://king.com/privacyPolicy>) ("**Privacy Policy**"), and all rules governing the use of the CCS mobile App and the administration of the Tournament (where applicable).

2.4. In the event of a conflict between these All Stars Rules, Terms of Use, Privacy Policy and any additional Tournament specific rules, these All Stars Rules shall govern.

3. PARTICIPANTS

3.1. **Eligibility:** To be able to compete as a Participant in the Tournament you must:

3.1.1. be normally resident in the United Kingdom, United States of America, Brazil, Canada, Germany, France, Italy, the Netherlands, Spain, Sweden, Switzerland, Norway, Denmark, Austria, Ireland, Finland, Poland, Romania, Czechia, Greece, or Portugal.

3.1.2. be on or above Level 25 in Candy Crush Saga;

3.1.3. be in good standing with respect to any King account ("**Player Account**"), with no undisclosed violations of King's Terms of Use;

3.1.4. be over the age of eighteen (18) prior to participating in the Tournament;

3.1.5. not be a director, officer, or employee of King, relative of a King employee, or any entity which controls, is controlled by, or is under common control with King unless King has been notified of and has expressly authorized such relationship in writing;

3.1.6. agree to be bound by these All Stars Rules, King's Terms of Use, Privacy Policy, and King's written instructions as may be updated and amended from time to time;

3.1.7. hold a current and valid identity document with at least 6 months validity as of 25th May 2023, including but not limited to valid passport, driver's license, national identity card or any necessary visa or other governmental authorization required for your participation in the Tournament; and

3.1.8. ensure that your participation in the Tournament is compliant with all applicable laws, and represent and warrant that you will take all steps necessary to ensure such compliance. King does not take responsibility for your compliance with local laws and visa requirements.

3.2. General Eligibility:

3.2.1. King shall have, in its sole and absolute discretion the right to:

3.2.1.1. update and amend the eligibility criteria listed in section 3.1 from time to time; and

3.2.1.2. determine the eligibility of any and all Participants and pre-vet the Participants based on the criteria listed in section 3.1.

3.2.2. Participants acknowledge that their eligibility status for participation in the Tournament as detailed in section 3.2.1 may change from time to time.

3.2.3. Participants will be required to complete an in-game contact form providing contact details (first name, last name, phone number, email address, address and device preference), answer supplementary questions in relation to the Final and confirm they are eligible to take part in the Final in accordance with the eligibility criteria outlined in section 3.1. Participants have from the start of the Semi Final (see more details on timings at section 5.5.5) till 22/04/23 20:00 EDT to complete the in-game contact form. Participants must complete this in-game contact form in order to take part in the Final.

3.3. Participant names: Participants must use an acceptable name in the Tournament. King reserves the right to revoke the eligibility of any Participant whose Player Account username or Facebook username is offensive, toxic, incorporates any King or third party intellectual property, including any commercial brand and product names, celebrity names, or is deemed to be inappropriate or unacceptable as determined by King in its sole discretion.

4. TOURNAMENT REQUIREMENTS

4.1. Operating Systems and Devices: Mobile handset devices running at minimum: iOS 11.0; Android 5.0 or higher; Amazon Fire OS 5, UWP version Windows 10 v14393.0 and higher. Participants competing in the Final may be provided mobile handset devices.

4.2. Mobile App Requirement: 1.248.

4.3. Game: The featured title for the Tournament will be Candy Crush Saga. Players must be on or above Level 25 to access the Tournament.

4.4. **Platforms:** Mobile (App Store, Google Play), Facebook, Amazon, Windows, and as updated by King from time to time.

4.5. **Equipment:** Participants must compete on an eligible handset and may not use third party software or an external device or attachment of any kind that modifies gameplay of the Tournament without the express consent of King. Participants may not compete using any desktop emulator.

4.6. **Cheating:** King reserves the right to exclude any participant that it, in its sole discretion suspects of cheating whether by a breach of the above Equipment rules or any other method.

4.7. **Costs:** Participants do not have to pay to enter the Tournament. No In-app purchases are required or necessary to take part in the Tournament. Participants are responsible for any phone or internet charges that you may incur in entering the Tournament. If you are unsure about these charges you should contact your phone or internet operator before entering.

5. TOURNAMENT FORMAT, POINTS, STRUCTURE

5.1. The Tournament will comprise of the following stages: (i) Qualifiers ("**Stage 1**"); (ii) Wild Card 1 Round 1 ("**Stage 2**"); (iii) Wild Card 1 Round 2 ("**Stage 3**"); (iv) Quarter Finals ("**Stage 4**"); (v) Wild Card 2 Round 1 ("**Stage 5**"); (vi) Wild Card 2 Round 2 ("**Stage 6**"); (vii) Semi Final Round 1 ("**Stage 7**"); (viii) Semi Final Round 2 ("**Stage 8**"); and (ix) Semi Final Round 3 ("**Stage 9**"), (each referred to as a "Stage" of the Tournament).

5.2. **Points:** Participants will be tasked with collecting special All Stars candies in any given Stage in the Tournament.

5.3. **Stats:** Participants' collected special All Stars candies score will be displayed in CCS in a Tournament leaderboard of up to 49 other Participants during Stages 1 - 9 ("**Tournament Leaderboard**").

5.4. **Win Conditions:** Subject to King's sole and absolute discretion, the final score on the Tournament Leaderboard at the close of each Stage will determine which Participants shall pass to the next Stage of the Tournament. King reserves the right to choose additional Participants to take part in the next Stage of the Tournament, including but not limited to if Participants are unavailable for participation in the Tournament, more Participants are needed to take part in any given Stage, or a Participant does not meet the criteria as outlined in section 3.2.1.

Stage 1 - Qualifiers:

5.4.1. Participants are tasked with collecting the special All Stars candy in CCS for the Qualifiers. Participants need to reach top 5 in the Tournament Leaderboard in the Qualifiers to pass to Stage 2 of the Tournament.

5.4.2. There will be 3 Qualifier Rounds, each round will last 4 days. Participants only need to qualify in one of the Qualifier Rounds, to pass to Stage 2.

5.4.3. **Event Timings:** Qualifiers are scheduled to take place between 23rd March 2023 and 3rd April 2023 08:00 - 20:00 EDT.

Stage 2 - Wild Card 1 Round 1:

5.4.4. Collect the special All Stars candy and finish first place in a Tournament Leaderboard in Wild Card 1 Round 1 to reach Wild Card Round 2.

5.4.5. **Event Timings:** Wild Card 1 Round 1 is scheduled to take place between 4th April 2023 and 5th April 2023 08:00 - 08:00 EDT.

Stage 3 - Wild Card 1 Round 2:

5.4.6. Collect the special All Stars candy and finish first place in a Tournament Leaderboard in Wild Card 1 Round 2 to pass to the Quarter Final.

5.4.7. **Event Timings:** Wild Card 1 Round 2 is scheduled to take place on 5th April 2023 and 6th April 2023 20:00 - 20:00 EDT.

Stage 4 - Quarter Final Round:

5.4.8. Collect the special All Stars candy and finish top 3 in a Tournament Leaderboard in Quarter Final Round to reach Semi Final 1.

5.4.9. **Event Timings:** Quarter Finals are scheduled to take place between 7th April 2023 and 11th April 2023 08:00 - 20:00 EDT.

Stage 5 - Wild Card 2 Round 1:

5.4.10. Collect the special All Stars candy and finish first place in a Tournament Leaderboard in Wild Card 2 Round 1 to reach Wild Card 2 Round 2.

5.4.11. **Event Timings:** Wild Card 2 Round 1 is scheduled to take place between 12th April 2023 and 13th April 2023 08:00 - 20:00 EDT.

Stage 6 - Wild Card 2 Round 2:

5.4.12. Collect the special All Stars candy and finish first place in a Tournament Leaderboard in Wild Card 2 Round 2 to reach Semi Final 1.

5.4.13. **Event Timings:** Wild Card 2 Round 2 is scheduled to take place on 14th April 2023 and on 15th April 2023 08:00 -08:00 EDT.

Stage 7 - Semi Final 1:

5.4.14. Collect the special All Stars candy and finish first place in a Tournament Leaderboard in Semi Final 1 to reach Semi Final 2.

5.4.15. **Event Timings:** Semi Final 1 is scheduled to take place between 15th April 2023 and 18th April 2023 20:00 - 20:00 EDT.

Stage 8 - Semi Final 2:

5.4.16. Collect the special All Stars candy and finish first place in a Tournament Leaderboard in Semi Final 2 to qualify for Semi Final 3.

5.4.17. **Event Timings:** Semi Final 2 is scheduled to take place on 19th April 2023 and 20th April 08:00 - 08:00 EDT.

Stage 9 - Semi Final 3:

5.4.18. Collect the special All Stars candy and finish first place in a Tournament Leaderboard in Semi Final 3 to win the tournament and receive an invite to the live Final.

5.4.19. **Event Timings:** Semi Final 3 is scheduled to take place on 21th April 2023 and 22nd April 08:00:00 - 08:00 EDT.

5.4.20. **Requirements:** Finalists will be required to sign Non-disclosure agreements, and publicity releases ("**NDAs**") before taking part in the Final. NDAs will be provided to these finalists at a later date.

Tie Breaker:

5.4.21. In the event of tied scores at any stage, the winner will be the first Participant to have submitted that score.

6. PRIZE AWARDS

6.1. **Distribution of Prizes:** Subject to Participants compliance with these All Stars Rules, and at King's sole discretion, a top 10 winner of the Tournament (the "**Potential Winner**") shall be awarded the following:

6.1.1. Each of the top 10 winners will receive an invite for them and a +1 to participate in the UK based live Final (collectively referred to as the "**Prizes**").

6.2. King may award runner up prizes to the remaining finalists.

6.3. **Requirements to collect the Prizes:** The Potential Winner of the Tournament agrees that:

6.3.1. they are eligible to travel to the UK on or about 24th May 2023, including but not limited to compliance with any visa and vaccination requirements;

6.3.2. they are available to travel to the UK on or about 25th May 2023 and to participate in on-camera activities for the duration of the Final period;

6.3.3. they have a bank account in the country in which they are normally resident;

6.3.4. only one award of Prizes shall be provided;

6.3.5. the Prizes are non-transferable and are not exchangeable for any other prize, if a Potential Winner is unable to claim the Prize for any reason King is entitled to select another Potential Winner in its sole discretion;

6.3.6. it shall assume all liability for the use of the Prizes;

6.3.7. Prizes do not include any other expenses or costs not specifically mentioned in these All Star Rules or otherwise communicated to Potential Winner by King in writing, including (but not limited to) any delivery costs, internet, in-game purchases other than set out above. You are responsible for any taxes, duties, import or other charges and costs which may be payable in respect of the Prize;

6.3.8. in the case of unavailability of the Prizes, King reserves the right, in its sole discretion, to substitute a prize of equal or greater value;

6.3.9. King will endeavour to send the Prizes as soon as is practicable; and

6.3.10. Participants will be required to sign an affidavit of eligibility and publicity release as a condition of claiming their prize

6.3.11. Potential winners will be required to adhere to the UK Live Final Rules

6.4. Potential Winners must comply with these All Stars Rules and winning is contingent upon fulfilling all requirements. Potential Winners shall have no right to the Prizes unless the conditions set forth in these and any other applicable rules and Terms of Use are satisfied. Potential Winners will be notified after the end of the Finals whether they are eligible for the Prizes.

7. DISCIPLINARY ACTION

7.1. Investigation of and Right to Monitor Compliance: To preserve the integrity of the Tournament, King will have the right to monitor compliance with these All Stars Rules and investigate possible breaches of these All Stars Rules. Participants agree to cooperate with King in any such investigation. The failure by a Participant to cooperate with King is itself a violation of these All Stars Rules.

7.2. Subjection to Penalty: Any violation of the All Stars Rules may subject a Participant to discipline, including, but not limited to Tournament round/stage forfeitures, Prizes forfeitures, fines, disqualification/removal from the Tournament and legal claims. The nature and extent of penalties imposed will be determined by King in its sole discretion. All decisions of King regarding violations of All Stars Rules or other issues regarding the Tournament, are final.

8. GRANT OF RIGHTS

8.1. By agreeing to these All Stars Rules and participating in the Tournament, each Participant hereby grants to King and its parents, subsidiaries and affiliates a perpetual, royalty-free, irrevocable, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, promote, distribute, edit, publish, host, store and otherwise use the Participant's name, logos, trade or service marks, copyrighted material, Player Account username, Facebook username, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, and any material from the Tournament or streams of any video game, including video and audio material in which the Participant participates ("**Participant Materials**"), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with, but not limited, to the following: (a) any Tournament event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of the Tournament and CCS and the Candy Crush Franchise in general; (c) King's websites and applications, together with those of its permitted streaming and broadcast partners; (d) across all channels or networks via organic and/or paid activity including, but not limited to, King owned and operated channels, social media accounts, and other third-party channels; (e) print and online advertising and content, including outdoor and indoor billboards, posters, signs and displays, television; and (f) any other advertising or promotional materials developed by or for King (or its sublicensees) from time to time (the foregoing, the "**Advertising and Commercial Materials**").

8.2. By agreeing to these All Stars Rules, each Participant hereby waives, and agrees not to assert, any: (a) rights of prior review and/or approval of any of the Advertising and Commercial Materials; and (b) moral or other equivalent rights (if any) to which he/she is or may become entitled under applicable law in relation to the Advertising and Commercial Materials, or to his/her participation in the Tournament or King events. Nothing in these All Stars Rules requires King to make use of any of the rights or licenses granted herein.

9. COLLECTION OF PERSONAL DATA

9.1. The data controller for all personally identifiable information or personal data that we collect about you as described in these All Stars Rules in relation to the Tournament is King.com Ltd. King and its affiliates shall collect, process, use and share your personal information for the purposes of administering the Tournament and these All Stars rules and in accordance with our Privacy Policy. If you do not agree to our Privacy Policy, you should not participate in the Tournament. By accepting these All Stars Rules, each Participant also agrees to the terms of the King's Privacy Policy.

10. LIMITATIONS OF LIABILITY AND GENERAL RELEASE

10.1. As a condition of participating in the Tournament and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless King and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives (the "Released Parties") from any liability whatsoever, and

waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. In no event shall Participants have, and Participants hereby irrevocably waive, any right to sue the Released Parties or to seek or obtain injunctive or other equitable relief in connection with the Tournament or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the Tournament.

10.2. King assumes no responsibility for any problems or technical malfunction of any communications network, computer systems, servers, software, Internet service providers, or e-mail systems; failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications; or any combination thereof, including damage to entrants' or anyone else's computer equipment related to or resulting from participation or downloading of any materials in this Tournament. In the event of such issues, King reserves the right to recommence, or reset the Tournament or any stage thereof in its sole discretion.

11. MISCELLANEOUS

11.1. King.com (<https://king.com>) Ltd is the sole and exclusive promoter of the Tournament and no other third party (including Apple or any other platform holder) is responsible for the legal operation of the Tournament.

11.2. If a provision of these All Stars Rules is or becomes illegal, invalid, or unenforceable in any jurisdiction that shall not affect the validity or enforceability in that jurisdiction of any other provision of these All Stars Rules or the validity or enforceability in other jurisdictions of any other provision of these All Stars Rules.

11.3. These All Stars Rules shall be governed by the laws of England. Any additional rights which you may have as a consumer remain unaffected by these terms. Any disputes arising out of or in connection with this competition will be adjudicated in the courts of England.

All Stars Live Final
Terms & Conditions

English ▼



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