

2018 Halo Championship Series Handbook – Effective Date: June 1st, 2018

This Official Handbook (“**Handbook**” or “**Rules**”) of the 2018 Halo Championship Series (“**HCS**” or “**Competition**”) applies to all teams, team owners, team managers, Players, coaches, and substitutes (“**Participants**” or “**You**”) who are actively participating in any event related to the HCS. Each Participant agrees to these Rules by registering to participate in any aspect of the Competition, or by participating in any aspect of the Competition. Any Participant that does not agree to these Rules should not register or participate.

The HCS Administration (“**Administration**”) consists of the following parties: 343 Industries, Microsoft, and Major League Gaming (to the extent Major League Gaming is administering the event), any tournament organizer other than these parties that is administering a Competition event, and these parties’ respective authorized representatives.

The HCS consists of all online and offline activities that are governed by this Handbook and are identified by the Administration as part of the Competition events and activities.

Administration reserves the right to change or update the Handbook and Rules at any time, and to modify or cancel some or all of the Competition, or any event, in its sole discretion, at any time.

THE HANDBOOK AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE COMPETITION ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN **SECTION 11** AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THIS HANDBOOK.

1. Player Eligibility

A “**Player**” is any person who is registered on the roster for a team during the HCS. Players must meet the following requirements in their entirety to be eligible to compete. Players who do not meet these requirements will be deemed ineligible and will be removed from the HCS until these requirements are met. HCS is void where prohibited by law. All applicable federal, provincial, state and local laws and regulations apply.

Administration reserves the right to investigate Player information when eligibility is in question. Players and teams agree to cooperate with the Administration’s reasonable requests to verify eligibility, and should be prepared to provide a copy of personal identification or other applicable documents to verify that these requirements are met.

Players may be required to accept additional terms from the Administration in order to participate in Competition events.

1.1. Age

The HCS is open to any competitor that is the minimum age of participation within the country they reside in at the time of the competition.

The minimum age of participation in each region or country are as follows:

North America - 13 years of age

Latin America – 16 years of age

Australia and New Zealand - 15 years of age

Europe & Middle East - 16 years of age

Players under 18 years of age but above the minimum age of participation listed above may compete only with a consent form signed by a parent or guardian. Spectators must be 13 years of age or older with parental consent form, and spectators under 16 years of age will need to be accompanied by a parent or legal guardian.

1.2. Region & Residency

Players must reside in the Region that they compete in for online play.

Players are entitled to switch Regions if their citizenship or legal residence changes, subject to advance Administration approval, which shall be approved in the Administration's sole discretion. To switch from one Region to another, a Player must forfeit all Halo Pro Points earned in their current Region. Players seeking to switch from one Region to another should email leagueops@mlg.tv.

1.3. Employee Participation

Players may not be employees or immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) of Administration or Affiliates at any point during the competition. For purposes herein, "Affiliates" mean any person or entity who is associated with the Halo video game franchise or Administration to provide products or services for the Competition. Former employees of 343 Industries, Microsoft, or any vendors that participated in the development of Halo 5 are not eligible to participate in the HCS if their final employment date was after November 30, 2014.

1.4. Xbox Live Account

Players must have an Xbox Live gold membership in good standing. These Rules are in addition to the Microsoft Services Agreement, the Microsoft Privacy Statement, and any other policies or terms applicable to the use of Xbox Live in connection with any portion of the Competition ("Xbox Live Terms"). The current versions of the Xbox Live Terms are at:

- Microsoft Services Agreement: <https://www.microsoft.com/en-us/servicesagreement>
- Microsoft Privacy Statement: <https://privacy.microsoft.com/en-us/privacystatement>

2. Player & Team Restrictions

2.1. Player & Team Names

Player names and team names may not contain:

- Obscene or suggestive language
- Corporation, company, sponsor, product, or services names
- 343 Industries, Microsoft, Major League Gaming, or any shorthand of the aforementioned
- Halo derivatives that may cause confusion during gameplay

Administration reserves the right to restrict or change team and Player names for any reason.

2.2. Region Definitions and Limitations

Except as permitted herein, Players may only compete in the the events, online ladders or online Pro Points tournaments in the Region where they reside. Teams must only have Players who reside within their Region to compete in their own Region events, Online ladders and online Pro Points tournament.

Regions are defined as listed below:

North America:

- Canada
- Puerto Rico
- United States

Europe & Middle East:

- Austria
- Belgium
- Czech Republic
- Denmark
- Finland
- France
- Germany
- Greece
- Hungary
- Israel
- Italy
- Netherlands
- Norway

- Poland
- Portugal

Republic of Ireland

- Saudi Arabia
- Slovakia
- Spain
- Sweden
- Switzerland
- Turkey
- United Arab Emirates
- United Kingdom

Australia & New Zealand:

- Australia
- New Zealand

Latin America:

- Mexico

In order to be considered a citizen or legal resident, Players must either hold a valid passport or other federally-accepted identification document (birth certificate, social security card) issued by a governmental authority of a territory in the Region where residency is claimed, or have a valid residency visa (i.e. work visa, athlete visa, student visa) issued by a governmental authority of the territory in the Region where residency is claimed. At all times, the Administration and their authorized representatives reserve the right to request legal proof (such as a government-issued ID) to verify a Player's age or residency eligibility. Any team with a Player found to be ineligible will forfeit further progress in the specific event or tournament.

Players that qualify for HCS events must be able and have the appropriate documentation to travel to the United States of America.

2.3. Sponsorships

Players and teams may acquire sponsorship(s). Administration reserves the right to restrict sponsor involvement at its sole discretion; non-compliance may subject the Player or team to penalty, forfeit, or disqualification.

Involvement from sponsors that fall into the follow categories is strictly prohibited:

- No alcohol, tobacco or firearms
- No Drug Related Businesses

- No gambling websites that promote free or pay services
- No dating or personals sites
- No adult products or services (Trojan, Viagra, etc.)
- No debt services
- No competitive gaming devices or services (Nintendo, Nintendo DS, PSP, PS3, PS4, etc.)
- Non-Microsoft gaming consoles/platforms or set-top boxes with streaming TV, video, or gaming services
- No online pharmacies
- No religion or religious content
- No political campaigns from candidates or issues
- No adult content such as: excessive or distasteful language, nudity, overt/excessive sexuality images, or racy creative.
- No violence such as: content that depicts decapitation, excessive blood splatter, killing, gore, cruelty, rape, molestation, child abuse, repeated blows or shots inflicted upon people/creatures, violent blows to the head, guns/weapons pointed at head, guns/weapons pointed toward reader/audience, depictions of fatal injuries, people/creatures on fire, etc.
- No defamatory, libelous, slanderous, or unlawful content
- No hate speech or discrimination
- No profanity
- No illegal activity

Administration may in its sole discretion allow sponsorship exceptions in some cases with prior approval.

3. Code of Conduct

All Participants are expected to conduct themselves in a manner that reflects positively on themselves, their team, the Administration, press, sponsors, attendees, and other Participants.

3.1. Cheating and Gameplay

No forms of cheating will be tolerated. This includes software modification, hardware modification, match fixing, hacking, exploiting game glitches, impersonation (including playing under another Player's account), collusion, or any other behavior as determined by the Administration or the tournament organizer, in their sole discretion, that gives any Player or team an unfair competitive advantage, or otherwise is not permitted.

Participants may not intentionally delay or slow gameplay, including but not limited to stalling, disconnecting network cables, interruption of network connectivity, or any other known or unknown manner of tampering with gameplay.

3.2. Drugs and Alcohol

The use of drugs or alcohol may lead to disruptive behavior. Players believed to be under the influence of drugs or alcohol during tournament hours may be removed from the tournament at the discretion of the Administration or tournament organizer. No references to illegal substances will be tolerated.

3.3. Sportsmanship

Players must not use obscene gestures, language, or offensive comments during tournament activity.

This includes:

- Hate speech or discriminatory behavior
- Violent or physical aggression or behavior
- Threats
- Sexual harassment of any kind
- Racist or sexist words, phrases, or gestures
- Extreme profanity
- Any “sound-alike” or “look-alike” words or phrases that reference these topics
- Any other type of conduct deemed inappropriate at the discretion of the Administration or tournament organizer

All Players are expected to be respectful of the staff of the Administration, tournament organizers, sponsors and partners.

3.4. Competitive Integrity

Participants are expected to compete at the best of their ability always during the HCS.

3.5. Betting and Gambling

Participants may not make any wager, or conduct or promote betting or gambling, on any HCS match. Participants may not benefit directly or indirectly from any wager, betting or gambling on any HCS match.

3.6. Non-Disparagement

Participants always have the right to express their opinions in a professional and sportsmanlike manner. Disputes or Player violation reports must be reviewed by the Administration before any information is released publicly.

Participants may not at any time make, post, publish or communicate to any person or entity or in any public forum, false, defamatory, libelous, slanderous or disparaging remarks comments or statements concerning the Administration, Affiliates, or any of their products or services.

This section does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

3.7. Confidentiality

Administration may disclose certain confidential information to Participants throughout the Competition. The Administration will mark information as “Confidential” or inform (verbally or in writing) Participants that they are providing confidential information subject to this section. Participants may not disclose any confidential information provided by Administration or Affiliates, by any method of communication, including all social media channels.

If a Participant has been told not to release information, and the Participant proceeds to release said information, then the Participant will be subject to penalties, discipline and/or legal claims.

3.8. Exploitation

Participants may not conduct acts of exploiting in-game bugs as a means of seeking an advantage. Exploiting an in-game bug, including, but not limited to, the “Oddball Melee Glitch” may result in a Game forfeiture.

4. Competitive Structure

4.1. Halo Pro Points

Players participating in the Competition may earn Halo Pro Points. Halo Pro Points are awarded to Players according to results in the Competition.

Halo Pro Points are used to qualify for events in the Competition and to determine Seeding in events in the Competition.

4.1.1. Qualification

Certain events are open to teams and Players that qualify for the event by earning Halo Pro Points. The points or rank required for qualification for each event will be announced in the rules for each event prior to the event qualification date. Points for qualification will be determined on the set qualification date for each event.

4.1.2. Seeding

Halo Pro Points will be used to seed teams prior to each Tournament or Competition event. A team's seed will be determined by the cumulative Halo Pro Points of all Players on a complete, active roster as of the roster lock date for the Competition event.

4.1.3. Distribution

4.1.3.1. Ladders

Per Win – 5 Points

First Win of the Day Bonus – 10 Points

Players will only be able to earn a maximum of 35 Points per Day.

4.1.3.2. 2000 Series

1st – 2000 Points per Player

2nd – 1200 Points per Player

3-4th – 800 Points per Player

5-8th – 600 Points per Player

9-16th – 400 Points per Player

17-32nd – 200 Points per Player

4.1.3.3. 25000 Series

1st - 25000 Points per Player

2nd - 15000 Points per Player

3rd - 11000 Points per Player

4th - 9000 Points per Player

5-6th - 8000 Points per Player

7-8th - 7000 Points per Player

9-12th - 5500 Points per Player

13-16th - 4500 Points per Player

17-20th - 3000 Points per Player

21-24th - 2750 Points per Player

25-28th - 2250 Points per Player

29-36th - 1750 Points per Player

37-44th - 1500 Points per Player

45-60th - 1000 Points per Player

4.2. Roster Submissions

In order to seed an HCS event, teams are required to meet roster requirements and submission deadlines. Rosters must submit a team name and all four Players before the start of the tournament. Rosters will nominate one Player to act as team captain. Teams may register one coach prior to the start of the tournament. Participants are not able to

register as both a coach and a Player. Players may only register for one roster per event. Requirements and submission deadlines will be announced on an event-to-event basis. If an HCS event has preferential treatment, such as teams starting in pool play or receiving travel stipends, teams may be required to submit their roster by a different submission deadline to receive that benefit. Not meeting roster requirements, submission deadlines or roster changes made after submission deadlines may result in forfeiture of seed, forfeiture from the event, and/or event specific travel coverage.

4.2.1. Roster Submission Changes

Players will be allowed to join and leave rosters without restriction prior to the roster lock.

After the roster lock, Players and coaches must submit requests via email, or request a change at event check-in (proof of emergency required to make at door changes) to make roster changes. Both the team captain and the Player or coach that is joining or leaving the roster must approve the roster change.

4.2.2 Regional Restrictions

- In order to be eligible for Pool Play, all Players on a Team must be of the same Region.
- Open Bracket teams may include a maximum of one Player from a different Region. Teams with Players from multiple Regions will be seeded by Pro Points of the majority region players.

4.3. Online Activity

4.3.1. GameBattles Ladders

GameBattles ladders are team-based competitions that consist of teams playing each other to move up the leaderboard standings. Halo Pro Points are awarded individually to each Player on a team according to their results in an event or tournament. This Handbook is in addition to the terms of service, privacy policy, and all rules governing the use of GameBattles accounts. The current versions of each policy are available at:

- Terms of Service: https://accounts.majorleaguegaming.com/terms_of_service
- Privacy Policy: https://accounts.majorleaguegaming.com/privacy_policy

4.3.2. 2000 Series

2000 Series Tournaments consist of teams seeded into a bracket or heats as determined by Section 5.1.2 (Seeding). Teams play each other until there is a designated winner. Tournaments are played for Halo Pro Points, which are awarded individually to each Player on a team according to the team's placing.

4.4. Offline Activity

4.4.1. Global Opens (New Orleans and London)

Global Opens are open tournaments subject to these Rules, including eligibility, for teams from all Regions. Global Opens feature a pool play stage, a double-elimination open bracket, and a double-elimination championship bracket. Pool play spots may be determined based on Halo Pro Points as of a certain qualification date and/or reserved for teams from each Region and tournament. Halo Pro Point qualification thresholds and qualification dates will be announced prior to the each Global Open. Halo Pro Points are awarded individually to each Player on a team according to their team's placing in the Global Opens.

4.4.2. Finals

More information regarding the HCS Finals will be announced in the coming weeks.

4.5. Prize Money Distribution

Prizes will be divided equally between all team members. For the avoidance of doubt, for the purposes of prize award, coaches are not considered team members. Only the actual Players will be eligible to receive prizes. For online tournaments, Prizes will be awarded in the name of the individual Players and not to any organization or company. For live events, individual Players must choose whether the individual player will be awarded prizing, or the organization or company they choose. Prizes are subject to verification of eligibility and completion of any documentation required by Administration or the tournament organizer. Winners are solely responsible for all federal, provincial, state and local taxes, if any (including any income and withholding taxes). Winners may not substitute, assign, or transfer a prize. The Administration and the tournament organizer reserve the right to substitute a prize of comparable or greater value, at their sole discretion. All prize details are at the Administration's and tournament organizer's sole discretion.

5. Gameplay Rules

Each event in the Competition will be subject to the following gameplay rules.

All Matches will be played on Xbox One, Xbox One S, or Xbox One X.

5.1. Game Size

All Matches will be played 4v4.

5.2. Game Modes

- Slayer
- Strongholds
- Capture the Flag (CTF)
- Oddball

5.3. Map & Game Mode Combinations

- Slayer
 - The Rig
 - Truth
 - Refuge
 - Coliseum
 - Plaza
- Capture the Flag (CTF)
 - Truth
 - Refuge
 - Coliseum
- Strongholds
 - The Rig
 - Plaza
 - Empire
 - Eden
- Oddball
 - Echelon
 - Fissure
 - Eden

5.4. Game Settings

Slayer: First to 50 kills wins

- Primary Weapon: Magnum
- Secondary Weapon: None
- Motion Sensor: On
- Motion Sensor Inner Range 60%
- Motion Sensor Base Movement Speed Visibility: Off
- Score to Win: 50
- Shield %: 100%
- Round Length: 12 minutes
- Overtime rules: 3 minutes of overtime added to the clock. Games end after 50 kills are achieved or time runs out

Capture the Flag: Classic Multi-flag. Grab the enemy's flag and bring it home to score

- Primary Weapon: Magnum
- Secondary Weapon: None
- Motion Sensor: On
- Motion Sensor Inner Range 60%
- Motion Sensor Base Movement Speed Visibility: Off
- Score to Win: 3
- Shield %: 100%
- Round Length: 12 minutes
- Flag at home to score: Yes
- Flag automatic reset time: 30 seconds
- Overtime rules: 3 minutes of overtime added to the clock. Games end after 3 flag captures or time runs out

Capture the Flag (Refuge):

CTF Time Return HCS: Capture the enemy flag. Flag at home to score is disabled, proximity return is disabled.

- *Primary Weapon: Magnum*
- *Secondary Weapon: None*
- *Motion Sensor: On*
- *Motion Sensor Inner Range 60%*
- *Motion Sensor Base Movement Speed Visibility: Off*
- *Score to Win: 3*
- *Shield %: 100%*
- *Round Length: 12 minutes*
- *Flag at home to score: No*
- *Flag automatic reset time: 12 seconds*
- *Overtime rules: 3 minutes of overtime added to the clock. Games end after 3 flag captures or time runs out*

Strongholds: Control 2 of 3 territories on the map to earn points

- Primary Weapon: Magnum
- Secondary Weapon: None
- Motion Sensor: On
- Motion Sensor Inner Range 60%
- Motion Sensor Base Movement Speed Visibility: Off
- Score to Win: 100
- Shield %: 100%
- Round Length: 12 minutes
- Overtime rules: 3 minutes of overtime added to the clock. Games end after 100 points are achieved or time runs out

Oddball: Hold the Oddball to score points

- Primary Weapon: Magnum
- Secondary Weapon: None
- Motion Sensor: On
- Motion Sensor Inner Range 60%
- Motion Sensor Base Movement Speed Visibility: Off
- Score to Win: 200
- Shield %: 100%
- Round Length: 12 minutes
- Overtime rules: 3 minutes of overtime added to the clock. Games end after 200 points are achieved or time runs out

5.5. Game Draws**Game Ties**

- In the event of a tie in a Slayer game, the game will be replayed in its entirety for one (1) game. If the second game also ends in a tie, the game will be replayed with a 25 point limit. The 25 point limit will be used indefinitely if the games continue to end in a tie.
- In the event of a tie in a Capture the Flag game, the game will be replayed in its entirety for one (1) game. If the second game also ends in a tie, the game will be replayed with a Sudden Death rule where the first capture by a team will win the game.
- In the event of a tie in a Strongholds game, the game will be replayed in its entirety for one (1) game. If the second game also ends in a tie, the game will be replayed with a 50 point score limit. The 50 point score limit will be used indefinitely if the games continue to end a tie.
- In the event of a tie in a Strongholds game, the game will be replayed in its entirety for one (1) game. If the second game also ends in a tie, the game will be replayed with a 100 point score limit. The 100 point score limit will be used indefinitely if the games continue to end a tie.

5.6. Side Selection

The Higher Seed team will be Red team for all Maps.

5.7. Game Restarts**5.7.1. Offline**

- In the event that a player or players disconnect from a game, the game may end in a victory for a team, a full restart, or a continuation from the point of the disconnect. An Admin will review the disconnect, the state of the game when the disconnect occurred, and communicate a ruling to the teams.
- In any game, if it is decided that the game should be continued from the point of the disconnect, the score difference at the point of the disconnect will be

recorded. In the restarted game, the team that was leading will need to score the score-to-win limit minus the score difference at the point of the disconnect, and the team that was trailing will need to score the standard point total to win.

- **Slayer Example:** Team A is leading 27-22 (5 points) against Team B and a player disconnects. In the remade game, Team A must score 45 points (50 points [score-to-win limit] - 5 points [score difference] = 45 points) and team B must score 50 points to win.
- **Capture the Flag Example:** Team B is leading 1-0 (1 point) against Team A and a player disconnects. In the remade game, Team B must score 2 (3 points [score-to-win limit] - 1 [score difference] = 2 points) and Team A must score 3 points to win.
- **Strongholds Example:** Team A is leading 90-70 (20 points) against Team B and a player disconnects. In the remade game, Team A must score 80 points (100 points [score-to-win limit] - 20 [score difference] = 80 points) and Team B must score 100 points to win
- **Oddball Example:** Team A is leading 75 - 55 (20 points) against Team B and a player disconnects. In the remade game, Team A must score 180 points (200 points [score-to-win limit] - 20 [score difference] = 180 points) and Team B must score 200 points to win

5.7.2. Online

- Team Slayer - Before 10 seconds or first kill, restart. The team with a player that disconnects forfeits if a disconnect occurs more than 10 seconds into the game or after the first kill.
- Capture the Flag - If a disconnect occurs less than 10 seconds into the game, the game is restarted. If more than 10 seconds into the game, game continues and player can rejoin.
- Strongholds - If a disconnect occurs less than 10 seconds into the game, the game is restarted. If more than 10 seconds into the game, game continues and player can rejoin.
- Oddball – If a disconnect occurs less than 10 seconds into the game, the game is restarted. If more than 10 seconds into the game, the game continues and player can rejoin.

6. Media

6.1. Broadcasted Matches

Administration reserves the right to broadcast any Match of the HCS including online and offline play. Participants cannot refuse broadcasts authorized by Administration.

Administration reserves the right to reschedule any Match of the HCS to accommodate a specific broadcast time. Participants cannot refuse this reschedule.

Refusing to allow Administration to broadcast or reschedule any Match may result in a penalty listed in Section 8.

6.1.1 Broadcast Match Rules

These rules only apply to broadcast matches and override any other conflicting rules.

Match Scheduling: Players are required to be online and ready to play 30 minutes before their scheduled match. A scheduled match may be moved back if previous broadcast matches are running behind schedule but players should still be ready to play 30 minutes before their original scheduled start time.

Player Communication: All players involved with broadcast matches will be directed to join a Discord channel. All match communication between staff members and players should happen in the assigned discord channel.

6.2. Media Appearances

For HCS events, teams will be required to be available for scheduled media content and photoshoots. teams may be required to be in Administration approved uniform. Best efforts will be made to provide media and photoshoot details prior to arrival. Teams may need to be flexible depending on shooting schedules. Teams and Players may not refuse participation and any such behavior or tardiness may result in disciplinary action, including a penalty. Teams will be required to arrive and depart on specified days in order fulfill Media Day requirements. For Match Interviews, each team must nominate at least one Player to be available for interviews before, during, or after any Match of the Halo World Championship. Nominated Players may not refuse to conduct an interview.

7. Travel Coverage

Teams may qualify for travel coverage to HCS events based on Halo Pro Point rankings and roster submission. Travel coverage (travel and accommodations) is included for 4 Players and a coach.

Travel Coverage may be provided in the form of either stipends or travel booked by the tournament organizer. Posted rules for each event will determine the specifics, including required arrival and departure days.

8. Rule & Conduct Violations

By participating in any HCS event (including both online and offline play), Players agree to be bound by the final decisions of the Tournament Organizer, Administration, and anyone acting on the Administration's behalf. Violations of these Rules or the Code of Conduct may result in penalties.

Administration and/or Tournament Organizer can, at its sole discretion, take the following disciplinary actions depending on the severity of the infraction:

- Partial or full removal of Halo Pro Points
- Instant removal from an online or live tournament or event
- Partial or full removal of travel coverage
- Suspension or ban from some or all HCS events
- Withholding of partial or full prize money
- Temporary or permanent suspension from: Xbox Live, Halo game platforms and services, and/or participation in a HCS, Halo, and/or Microsoft online or live tournament or event
- Pursue prosecution with the law or authoritative bodies for any illegal activities.

9. Limitations of Liability and Disclaimers

9.1. Cap on Liability; No Punitive Damages

- (a) Participants understand and agree that Administration are not insurers of the Participant's property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from an insurance company or other third party.
- (b) PARTICIPANTS AGREE THAT THE LIABILITY OF ADMINISTRATION AND/OR AFFILIATES TO PARTICIPANTS FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO PARTICIPANTS' DIRECT DAMAGES NOT TO EXCEED FIVE HUNDRED US DOLLARS (US \$500.00), AND THIS SHALL BE PARTICIPANTS' ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT ADMINISTRATION AND/OR AFFILIATES WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.
- (c) PARTICIPANTS FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF IT IS DETERMINED THAT ADMINISTRATION AND/OR AFFILIATES CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU. THE FOREGOING LIMITATIONS APPLY EVEN IF PARTICIPANTS' REMEDIES UNDER THESE RULES FAIL OF THEIR ESSENTIAL PURPOSE.
- (d) IN NO EVENT SHALL ADMINISTRATION AND/OR AFFILIATES BE LIABLE TO PARTICIPANTS, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM PARTICIPANTS, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT

ADMINISTRATION AND/OR AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. Disclaimers

(a) Participants agree that Administration and/or Affiliates are not responsible for:

- Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
- Any Competition disruptions, injuries, losses or damages caused by events beyond the control of Administration;
- Any printing or typographical errors or any incorrect or inaccurate information in any materials associated with the Competition or Competition events;
- Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in computer communications, phone lines or network hardware or software, malfunctions of player equipment, controllers, in-ear monitors, headsets, or other game-related equipment;
- Unauthorized human intervention in any part of the submission process or the Competition;
- Late, lost, undeliverable, damaged or stolen mail;
- Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any Participant's participation in the Competition or receipt or use or misuse of any prize (including any travel/activity related thereto); or
- Any misdirected or undeliverable submissions or for any unauthorized third-party use of any submission.

(b) All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (including any implied warranty of merchantability or fitness for a particular purpose).

10. Binding Arbitration and Class Action Waiver If You Live In (or If a Business Your Principal Place of Business Is In) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" as used in this section includes Microsoft and any other party identified as the Administration.

10.1. Disputes Covered—Everything Except IP.

The term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the Competition or these Terms, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**

10.2. Mail a Notice of Dispute First.

If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to **Microsoft Corporation, ATTN: CELA Arbitration, One Microsoft Way, Redmond, WA 98052-6399, U.S.A.** Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at <http://go.microsoft.com/fwlink/?LinkId=245499>. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

10.3. Small Claims Court Option.

Instead of mailing a Notice of Dispute, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or King County, Washington, U.S.A. if you meet the court's requirements.

10.4. Arbitration Procedure.

The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual, or if the value of the dispute is \$75,000 or less whether or not you are an individual its Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. To start an arbitration, submit the form available at <http://go.microsoft.com/fwlink/?LinkId=245497> to the AAA and mail a copy to us. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

10.5. Arbitration Fees and Payments.

(a) Disputes Involving \$75,000 or Less. We will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, we will: (i) pay the greater of the award or \$1,000; (ii) pay your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and

costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration.

(b) Disputes Involving More than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

10.6. Conflict with AAA Rules.

These Terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

10.7. Must File Within One Year.

You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes—see section 15(a)) within one year from when it first could be filed. Otherwise, it's permanently barred.

10.8. Rejecting Future Arbitration Changes.

You may reject any change we make to this Section 11 (except address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in Section 11.2. If you do, the most recent version of Section 11 before the change you rejected will apply.

10.9. Severability.

If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 11 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 11 still applies.

11. General Terms and Conditions

11.1. Copyrights and Trademarks

- (a) These Rules, the Competition and all accompanying materials are copyrights of the Administration.
- (b) Nothing in these Rules or Participant's' participation in the Competition grants to Participants, by implication, waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Administration or Affiliates.

11.2. Changes to Halo

Participants agree that Administration will not be liable to Participants for any changes to the Halo game or these Rules.

11.3. Changes to these Official Rules

- (a) These Rules contain the rules, policies and practices of Administration for the Competition that are in effect at the time of their publication. In the event of a conflict between these

rules and previously issued rules, policies and practices (other than the Website Terms), whether in print or online, relating to the Competition this Handbook governs.

- (b) Administration reserves the right to change, delete or add to these Rules at any time, in its sole discretion.
- (c) Due to server capacity and other technical limitations beyond the control of Administration, Administration reserves the right to limit or change the number of Players in the Competition.

11.4. No Employment Relationship

- (a) Participants agree that Participants are not an employee or contractor of Administration and are not entitled to employee or fringe benefits.
- (b) Nothing in these Rules shall be deemed or construed to create a partnership, joint venture or similar relationship or create fiduciary duties or responsibilities on the part of Administration.

11.5. Communications

- (a) The parties agree that these Rules constitute a written agreement signed by both the Participants and Administration under applicable law.
- (b) To the fullest extent permitted by applicable law, these Rules, and any other notices, requests and other communications provided for herein, may be provided to Participants electronically, and Participants agree to receive all such communications from Administration electronic form.

11.6. Governing Law; Venue; Decisions Final

- (a) The Competition and this Handbook, shall be governed by, and construed in accordance with, laws of the United States of America and the laws of the State of Washington. Participants irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, for all disputes arising out of or relating to these Rules that are heard in court (excluding arbitration and small claims court).
- (b) Participants agree to be bound by these Rules and by the decisions of Administration with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13. Prize Awards

13.1. Distribution of Prize Awards

A description of the potential prizes, if any, will be provided for each individual Tournament. The awarding of prizes is void where prohibited or restricted. Subject to these Rules, Team prizes will be awarded either equally to each of the Players on a winning Team or to the Team Owner, as determined by the Administration in its sole discretion.

Potential Winners (“Potential Winners”) are limited to one prize package per Tournament. Prizes are non-transferable and not exchangeable for any other prize. In the case of unavailability of a prize, The Administration reserves the right, in its sole discretion, to substitute a prize of equal or greater value. All cash prizes will be paid in US Dollars. Potential Winners who are eligible for the award of a prize assume all liability for the use of the prize.

13.2. Requirements to Collect a Prize Award

Potential Winners must comply with these Rules and winning is contingent upon fulfilling all requirements. Potential Winners shall have no right to any prize unless the conditions set forth in these and any other applicable rules are satisfied. Potential Winners will be notified after the end of an applicable Tournament. Each Potential Winner is required to follow the instructions in the notification. In order to be eligible to claim a prize, each Potential Winner of a prize will be required to fill out and sign, within the prescribed period of time in the notification, an affidavit of eligibility and liability/publicity release form, as well as all applicable governmental and tax forms required to receive a prize, including an IRS form W-8 or W-9 and any other forms required. Winners who are residents of the U.S. will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. Additional paperwork that Administration requests, including waivers and releases, must be submitted to Administration before Administration will provide the Potential Winner with any prize. Following Administration’s verification of eligibility and compliance with the terms of these Rules, the Potential Winner will be declared the winner of the prize. Prizes will be fulfilled approximately 8 – 10 weeks after conclusion of the event and receipt of all necessary documentation. If a Potential Winner cannot be contacted, does not respond, or fails to sign and return the required documentation within fourteen (14) days of the first notification attempt, the Potential Winner forfeits his or her eligibility to claim a prize.

Costs associated with collecting a prize are the sole responsibility of Participants. Participants are responsible for any and all costs and expenses associated with their prize that are not specifically set forth herein. National, state and local taxes, including VAT taxes, which are associated with the receipt or use of any prizes are the sole responsibility of the Participant. For all non-U.S. Participants, 30% of the prize value will be withheld and remitted to the IRS to comply with U.S. tax laws.

14. Travel

Participants in Offline Events requiring travel shall be responsible, at their own cost and expense, for obtaining all the necessary visas, passports, or other travel documents issued by the government of their country of citizenship, including so that they have the legal capacity to travel to the United States of America. Except as otherwise indicated herein, all Participants are responsible for any and all costs and expenses associated with their participation in the Competition and receipt of any prizes that are not specifically designated as the responsibility of Administration in these Rules.

While Participants must bear their own travel costs, Administration, may, at its cost and in its sole discretion, choose to make the travel arrangements for Participants and pay the expenses

to the vendor directly. Any additional travel expenses of the Participants will not be reimbursed. All travel must take place on the dates and times that Administration specifies. Travel and accommodations are subject to availability. Additional restrictions may apply. In the event Administration makes any travel arrangements on behalf of Participants, Participants hereby waive, release and indemnify Administration of and from any and all claims or demands in connection therewith to the fullest extent permitted by law.

15. Reservation of Rights

Administration reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Competition, as determined by Administration in its sole discretion. If terminated, Administration may, in its sole discretion, determine the winners from among all non-suspect, eligible gameplay up to time of such action.

16. Grant of Rights

Each Participant hereby grants to Administration, and their licensees and assigns, a royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive right and license (with the right to grant sublicenses), throughout the universe to, in any and all manner and media now or hereafter devised: (i) film, photograph and record each Participant's name, nickname, pseudonym, persona, picture, biographical material, voice and/or likeness and to use the same in any manner or media now or hereafter known, in connection with the Competition and the Halo game franchise, and the advertising and promotion thereof, including, without limitation, in all forms of television, online, radio and other advertisements, promotions and publicity for Administration, the Competition and the Halo game franchise and other audio-visual works (collectively "Materials"); (ii) broadcast, reproduce, distribute and exhibit such photographs, films and/or recordings, the Competition and/or the Materials, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised anywhere in the universe in perpetuity; and (iii) edit, modify, adapt, make derivative works from, copyright and otherwise exploit any of the foregoing. For the avoidance of doubt, the rights granted herein include any and all necessary rights and licenses Administration may need to effectuate the terms of the rights granted. Each Participant acknowledges that their appearance in the Competition or any event related thereto shall not constitute a performance and that they shall not be entitled to any compensation for such appearance, nor to any guild or union payments for use or reuse of such appearance.

All entries and materials submitted to Administration, or their respective agents in connection with the Competition ("Submissions") along with all copyright, trademark and other proprietary rights associated therewith, are hereby irrevocably and free of charge assigned by Participants to Administration and become the property of Administration upon submission, and Submissions will not be returned to any Participant.

Each Participant agrees that Administration shall own, and shall be the sole owner of, the Materials, the Submissions and all data and statistics relating to a Player's gameplay during the Competition and all feeds and data streams of such data and statistics ("Data"). Administration, its respective designees, assignees and licensees shall have the right to edit, exploit, adapt, distribute, post, create derivative works from, and otherwise use the Materials, Submissions or

Data, in whole or in part, and in combination with other materials, in any manner now or hereafter devised, for any advertising, promotional, trade, commercial or other purposes in any and all media, now or hereafter devised, throughout the universe in perpetuity, without further payment or consideration, notification or permission. Administration shall not incur any liability whatsoever to the extent Administration chooses to refrain from any exploitation of its rights hereunder. Each Participant will indemnify Administration and Affiliates, and any licensee of Administration against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Each Participant agrees to take, at Administration's expense, any further action (including execution of affidavits and other documents) that Administration reasonably requests to effect, perfect or confirm Administration's rights as set forth in these Rules.

Administration collected certain information necessary to operate the Competition at the time that each Participant registered in connection with the Competition, and without limiting Administration's rights under its Privacy Policies, Administration will use such information to contact you for matters and events related to the operation of the Competition. Administration will collect, store, and use information collected in connection with the Competition and events (including information collected at live events) in accordance with Administration's Privacy Policy. By accepting these Rules, each Participant agrees to the terms of Administration's Privacy Policy.