

ff2021 Winter Chipotle Challenger Series “TOURNAMENT RULES”

VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY.

These Tournament Rules pertain to the 2021 Winter Chipotle Challenger Series (“CCS Winter Series”, the “Series” or the “Tournament”). The CCS Winter Series consists of three (3) open qualifier competitions and an invitational Grand Finale. The qualifier competitions are open tournaments with a maximum of 512 players per qualifier and the Grand Finale will be open only to specific players invited by Revolution Marketing Agency, LLC (“**Revolution**”) and the Tournament Organizer. The CCS Winter Series is organized by Logitech Europe S.A. through its Logitech “Esports Services Group” (“**Logitech**”) and is sponsored by Chipotle (“**Chipotle**” and collectively, with Logitech, the “**Tournament Organizers**”). The Series is subject to all applicable federal, state/provincial, and local laws, the terms and conditions of these Tournament rules (the “**Tournament Rules**”) and any terms and conditions related to the Game (defined below). The CCS Winter Series will be open to a maximum of 1,536 players (3 qualifiers x 512 players each) who meet the eligibility requirements set forth in Section 3 (each, a “**Player**” and collectively referred to herein as the “**Players**”). All Players must have a legitimate copy of “Halo Infinite”, a video game published by Xbox Game Studios (“**Xbox**”) (the “**Game**”), installed on a compatible device.

The Tournament Organizers reserve their right to alter, amend, or supplement these Tournament Rules from time to time as they consider necessary to complement, clarify, correct errors or comply with changes in applicable law, with a goal to ensure a fair Series for all Players.

1. REGISTRATION.

- a. Players who meet the eligibility requirements set forth in these Tournament Rules will be permitted to register for the Qualifiers phase of the Tournament. Up to 512 players will be allowed to register for each Qualifier on a first-come, first-served basis. All Players must be registered via the tournament portal on <http://challonge.com/chipotle> (“**Tournament Website**”). Registration for all Qualifiers will go live on December 1st and will remain open for each Qualifier as long as the 512 player limit has not been met nor has the Qualifier begun. Of the registered Players who compete in each of the three Qualifiers, eight (8) of the highest ranked Players will move on from the Qualifiers to compete in the Grand Finale. In addition to those twenty-four (24) Players, eight (8) additional Players who finish in places ninth through sixteenth in Qualifier #3 will also be invited to participate in the Grand Finale. The Tournament Organizers reserve the right to select or replace any Player with an alternate Player in the event a Player (i) fails to respond to the invitation to participate in the time required by the Tournament Organizers, (ii) or if the notification is returned as unclaimed or undeliverable to any Player, (iii) or if any Player is disqualified for any reason, (iv) or any Player commits any act or omission which would (a) bring the Player or the Tournament Organizers into public disrepute, contempt, scandal or ridicule, (b) harm the Tournament Organizers in any manner, as determined by the Tournament Organizers in their sole discretion.
- b. To participate in the Tournament, each Player (or if a minor Player, their parent or guardian) must fully agree to and comply with these Tournament Rules as part of the registration process. **Failure to complete any step outlined in, or to follow any of, these Tournament Rules may, in the Tournament Organizers’ sole and absolute discretion, result in disqualification of the Player.**

- c. Players who qualify for the Grand Final in any Qualifier are not permitted to enter any remaining Qualifiers. Doing so will result in a disqualification from the Grand Finale.

2. TOURNAMENT.

- a. The Qualifiers are scheduled to take place on: December 10th at 4:00 PM Pacific Standard Time (“PDT”) (“**Qualifier #1**”), on December 11th at 4:00 PM PDT (“**Qualifier #2**”) and on December 13th at 4:00 PM PDT (“**Qualifier #3**”). The Grand Finale is scheduled to be held on December 14th from 4:00 PM PDT to 7:00 PM PDT and shall feature up to thirty-two (32) Players from the Qualifiers (collectively referred to herein as the “**Finalist Players**”). All dates and times are approximate and subject to change. The specific start and end times for all matches in all rounds and stages of the Tournament will be determined in the Tournament Organizers’ sole and absolute discretion. All decisions of the Tournament Organizers related to the Tournament are final, binding, and not subject to appeal or challenge.
- b. Players (or if a minor Player, their parent or guardian) acknowledge, understand, and agree that they are responsible for their own internet connection stability, gaming hardware and peripherals. The Tournament Organizers are in no way liable for any kind of loss of connection, or gameplay interruption during any Tournament game. If the Tournament Organizer, at its sole discretion, determines that a Player is incurring repeated disconnections during a Grand Finale match then the Tournament Organizer may disqualify said Player from the Grand Finale.
- c. **Qualifiers.**
 - i. All Qualifiers will be played in the FFA Game Mode with a maximum number of Players per game of eight (8).
 - ii. Event Size: There is a 512 Player limit to the number of Players permitted to compete in each Qualifier. The top eight (8) Players from Qualifiers #1 and #2 and the top sixteen (16) Players from Qualifier #3 will qualify for the Grand Finale for a total of 32 Finalist Players. Players who qualify for the Grand Finale are prohibited from playing in subsequent Qualifiers.
 - iii. Each Qualifier will consist of five (5) rounds of play. **Round One** will consist of up to sixty-four (64) heats of eight (8) Players each. Each heat will consist of one ten (10) minute game with the top two (2) finishers of each heat advancing on to Round Two for a total of 128 Players (top two finishers from 64 heats). **Round Two** will consist of up to sixteen (16) heats of eight (8) Players each. Each heat will consist of one ten (10) minute game with the top two (2) finishers of each heat advancing on to Round Three for a total of thirty-two (32) Players (top two finishers from 16 heats). **Round Three** will consist of up to four (4) heats of eight (8) Players each. Each heat will consist of one ten (10) minute game with the top four (4) finishers of each heat advancing to Round Four for a total of 16 Players (top four from four heats). **Round Four** will consist of up to two (2) heats of eight (8) Players each. Each heat will consist of one ten (10) minute game with the top four (4) finishers from each each advancing to Round Five for a total of eight (8) Players (top four from two heats). Round Five will consist of one (1) heat of eight (8) Players. The heat will consist of one ten (10) minute game to determine the awarding of Prizes.

- iv. Event Process: During each Qualifier, all participating Players will visit the corresponding event page on the Challenge website (<https://chipotle.challenge.com/>) to view the tournament rules, announcements, and their assigned match schedule and information. When the event begins, all registered Players will be divided evenly into heats of up to eight (8) Players to begin the Qualifier. Players will receive notifications on-site and via email informing them of the start of the tournament.
- v. Gameplay Process: When the Tournament begins, Players may view the event page and locate their assigned heat, which will also contain a lobby code and password that may be used to join the game within Halo Infinite.
- vi. Score Reporting Process: In order to advance to the next round of a heat, the top two (2) Players from Rounds 1 and 2 from each heat and the top four (4) Players from Rounds 3 and 4 of each heat must submit screenshots of their final standings, instructions on how to do this will be provided directly to the players.
- vii. In the event of a tie between two (2) or more Players during the Qualifiers, ties will be broken using the following tiebreakers:
 - 1. Least deaths;
 - 2. Most assists;
 - 3. Most damage;
 - 4. and finally a coin flip if all else is tied

d. **Grand Finales.**

- i. The Grand Finales will be played in the FFA Game Mode.
- ii. Up to thirty-two (32) Players shall compete in the Grand Finale consisting of eight (8) Players each from Qualifier 1 and Qualifier 2 and 16 players from Qualifier 3.
- iii. The Grand Finale will consist of three rounds of play. **Round One** will consist of up to four (4) heats of eight (8) Players each. Each heat will consist of one ten (10) minute game with the top four (4) finishers of each heat advancing on to Round Two for a total of 16 Players (top four finishers from four heats). **Round Two** will consist of up to two (2) heats of eight (8) Players each. Each heat will consist of one ten (10) minute game with the top four (4) finishers of each heat advancing on to Round Three for a total of 8 Players (top four finishers from two heats). **Round Three** will consist of one (1) heat of eight (8) Players. The heat will consist of one ten (10) minute game to determine the final placing for the Grand Finals prize payouts.
- iv. The Grand Finale will be played on December 14th, 2021 between 4:00PM PDT and 7:00PM PDT. All times are approximate and subject to change based on gameplay and broadcast timings.
- v. Players competing in the Grand Finale are allowed to stream their gameplay.
- vi. In the event of a tie between two (2) or more Players during the Grand Finale, ties will be broken using the following tiebreakers:

1. Least deaths;
 2. Most assists;
 3. Most damage;
 4. and finally a coin flip if all else is tied.
3. **PLAYER ELIGIBILITY.** In order to be eligible to compete in the Tournament each Player must: (i) be thirteen (13) years of age or older, (ii) be located in the United States or Canada, (iii) have an authentic and legitimate version of the Game installed, and (iv) have a verified Challenge Account. Players must be able to provide proof of eligibility. Please also note that potential winners will ultimately need to provide proof of residency and tax form information before they are officially declared the Winner.

Any Player who is under the age of 18 must get permission from his or her parent or legal guardian to enter. The form of that permission will be determined by the Tournament Organizers in their sole discretion. The Tournament is void outside of the United States and Canada and where prohibited by law.

Players will be required to have an Xbox Live account to play the Game and, depending on the registration functionality, share the gamertag or other name they use in the Game (in either instance, the “**User Name**”). Each Player will be known publicly by his or her User Name, rather than his or her real name, until the later stages of the Tournament when Player names may be revealed. Each Player represents and warrants that their User Name or logo will not violate or infringe upon the trademark, copyright, publicity rights or other intellectual property or other rights of any other person or entity and will otherwise comply with the Code of Conduct described in Section 10.

Officers, directors and employees of the Tournament Organizers, and each of their immediate family members (spouses and siblings, parents and children and their spouses) and household members, whether or not related, are not eligible to participate in the Tournament.

Players must have access to the Internet and supply their own equipment needed to participate in the Tournament and a copy of or authorized access to the Game and valid access to the game servers that will be used and the Game levels that will be played in the Tournament, as applicable (collectively, “**Player Equipment**”).

4. **DATA PROTECTION**

Your registration information will be collected and used in accordance with the privacy policy posted on the Tournament Website and, notwithstanding anything to the contrary stated therein, such information will be shared with the Tournament Organizers and used by the Tournament Organizers in accordance with the privacy policy and terms of use posted on the Tournament Website, as well as the privacy policy and terms of use related to the Game, and on each of their respective websites (the “**Tournament Policies**”), which are incorporated herein by this reference. Please review the Tournament Policies carefully before participating in the Tournament. In the event of a conflict or inconsistency between the terms of these Tournament Rules and the terms of the Tournament Policies, the terms of these Tournament Rules shall prevail, govern and control. Notwithstanding anything to the contrary in the Tournament Policies, the Tournament Organizers may share Player information with third parties, who will use such information to the extent needed to perform their duties and functions in connection with the Tournament or otherwise in accordance with their own independent privacy practices. In addition, the Tournament Organizers may engage third party application providers and other vendors to administer certain aspects of the Tournament, including without limitation, the online collection of Player information. Such third parties will provide

your personally identifiable information to the Tournament Organizers and use your information for their own independent purposes in accordance with their own independent privacy practices. The Tournament Organizers are not responsible for the storage or any use of your entry information by such third parties.

5. **REPRESENTATIONS AND WARRANTIES.** Each Player (for the remainder of these Tournament Rules, collectively “you” or “your”) represent and warrant:
- a. **You will not engage in any unsportsmanlike conduct during the Tournament. If the Tournament Organizers or any designated administrator needs to resolve any issue relating to your conduct, then any decision made will be final and not appealable except in the Tournament Organizers’ sole discretion. Any offensive remark may, as determined in the Tournament Organizers’ sole and absolute discretion, result in disqualification.**
 - b. You will not violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity.
 - c. You must not act in any way that, in the Tournament Organizers’ sole and absolute discretion, is defamatory, threatening, indecent, obscene or offensive, pornographic, lewd, sexually explicit, inappropriate, objectionable, unlawful, in violation of or contrary to any applicable laws or regulations.
 - d. You must not disparage or cast a negative light on any person, entity, or brand, product, or service.
 - e. You will abide by all laws, regulations, ordinances, and rules, and you will not harm, attempt to harm, or threaten to harm any person (including yourself) or property in relation to or during your participation in the Tournament.
 - f. You will not use any third-party applications or otherwise engage in any behavior that allows you to gain an unfair advantage.
 - g. You have read, understand, and agree to these Tournament Rules.
 - h. You are using an appropriate User Name, as determined by the Tournament Organizers in their sole discretion.
 - i. You have the required Player Equipment, gaming hardware, software and internet connection to participate in the Tournament.

You may be disqualified from the Tournament at any time in Tournament Organizers’ sole discretion for violation of any of the foregoing terms or any part of these Tournament Rules.

6. **LICENSES/RELEASES/RIGHT OF PUBLICITY**

By participating in the Tournament, each Player (or if a minor Player, their parent or guardian) hereby irrevocably grants the Tournament Organizers and each of their respective licensees, successors and assigns, permission to stream, film, photograph, record or otherwise capture the Player’s performance in the Tournament itself and in other Tournament-related activities, including the Player’s name, User Name, avatar, gamertag or equivalent, voice, statements, likeness and other personal characteristics, information and so-called publicity rights as they appear therein (collectively, the “**Appearance**”) and the right, but not the obligation, to distribute, exploit or otherwise use such Appearance, in whole or in part, in any and all media, now known or hereafter devised, throughout the

Universe in perpetuity, for any purpose, including but not limited to, to advertise, market and promote the Tournament, the Game, the Tournament Organizers and future tournaments.

As between each Player on the one hand, and Logitech, on the other hand, the Appearance shall be deemed a work-made-for-hire for Logitech prepared as a work specifically ordered and/or commissioned by Logitech, and therefore, Logitech shall be the author and exclusive copyright owner of the Appearance for all purposes throughout the Universe. If under applicable law the foregoing is not effective to place authorship and ownership thereof and all rights therein in Logitech, then by way of assignment and transfer of present and future copyright and otherwise, each Player (or if a minor Player their parent or guardian) hereby irrevocably grants, transfers, sells and assigns to Logitech, all of his or her right, title and interest in and to the Appearance throughout the universe in perpetuity (excluding (i) Footage of the Game, which shall continue to be owned by Xbox Game Studio; and/or any trademarks, logos, products, or other indicia of Chipotle, as well as any content or other intellectual property provided by Chipotle in connection with the Series, which as between any Player and Chipotle, shall continue to be owned by Chipotle). Each Player (or if a minor Player, their parent or legal guardian) agrees to execute such further documents and to do such further acts as may be necessary to evidence, effect, perfect, register, or enforce Logitech's ownership of such rights.

The Tournament Organizers shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose which the Tournament Organizers deem necessary or desirable. To the fullest extent allowable under any applicable law, each Player (or if a minor Player, their parent or guardian) hereby irrevocably waives any and all so-called moral rights or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under applicable laws of any country in the world [including, without limitation, the so called right of paternity (droit a la paternite) right of integrity (droit au respect de l'oeuvre) right of withdrawal (droit de retrait or droit de repentir) and/or right of publication (droit divulgation)] he or she may have in the Appearance, and agrees that he or she will make no claim of any kind against the Tournament Organizers as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Tournament Organizers from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights. Each Player (or if a minor Player, their parent or guardian) expressly acknowledges that the Tournament Organizers and other Players will contribute to the Appearance and other works that will embody all or part of the Appearance. Accordingly, if under any applicable law, the above waiver or assignment by a Player (or if a minor Player, their parent or guardian) of "moral rights" or "droit moral" is not effective, then each such Player (or if a minor Player, their parent or guardian) agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

Logitech shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Logitech shall retain the rights granted in the Appearance even if the Player is disqualified or fails to meet the eligibility requirements

7. PRIZES

- a. Logitech shall provide several cash prizes to winners over the course of the CSS Winter Series (each a "**Cash Prize**") and Logitech will also provide several product prizes in the form of digital codes redeemable on the Logitech Sites (each a "**Product Prize**").
 - i. The Winning Player of each Qualifier will receive One Thousand Dollars (USD\$1,000) and Logitech Digital Codes for value up to One Thousand Dollars (USD\$1,000) and a Razer Kaira Pro Headset. The second place Player of each Qualifier will receive Seven Hundred Fifty Dollars (USD\$750) and Logitech Digital Codes for value up to One

Thousand Dollars (USD\$1,000) and a Razer Kaira Pro Headset. The third place Player of each Qualifier will receive Five Hundred Dollars (USD\$500) and Logitech Digital Codes for value up to Five Hundred Dollars (USD\$500). The fourth place Player of each Qualifier will receive Two Hundred Fifty Dollars (USD\$250) and Logitech Digital Codes for value up to Five Hundred Dollars (USD\$500). The fifth through eighth place Players of each Qualifier will received Logitech Digital Codes for up to Five Hundred Dollars (USD\$500).

- ii. Logitech shall provide the Winning Player of the Grand Finale Ten Thousand Dollars (USD\$10,000) and Logitech Digital Codes for value up to Two Thousand Dollars (USD\$2,000) and an Xbox Series X game console. The second place Player will receive Eight Thousand Dollars (USD\$8,000) and Logitech Digital Codes for value up to Two Thousand Dollars (USD\$2,000). The third place Player will receive Six Thousand Dollars (USD\$6,000) and Logitech Digital Codes for value up to One Thousand Dollars (USD\$1,000). The fourth place Player will receive Four Thousand Dollars (USD\$4,000) and Logitech Digital Codes for value up to One Thousand Dollars (USD\$1,000). The fifth place Player will receive Two Thousand Dollars (USD\$2,000) and Logitech Digital Codes for value up to One Thousand Dollars (USD\$1,000). The sixth and seventh place Players will receive One Thousand Dollars (USD\$1,000) and Logitech Digital Codes for value up to One Thousand Dollars (USD\$1,000). The eighth place Player will receive Five Hundred Dollars (USD\$500) and Logitech Digital Codes for value up to One Thousand Dollars (USD\$1,000). Logitech shall also provide each Player who finishes in the top of the Grand Finale with one (1) Chipotle “Chipotle for a Year” card which entitles the holder to one (1) regular-priced entree per week for one (1) year from the date of issue at participating Chipotle restaurants in the United States and Canada (the “**Chipotle Prize**”). The Chipotle Prize is not valid for delivery charges or charges beyond menu items and Chipotle Prize purchases cannot be combined with any other discount, promotion or offer. Unused credits cannot be rolled over from week to week, they must be used or they are gone. The Chipotle “Chipotle for a Year” card is otherwise subject to the terms and conditions that govern use of the card, which may be printed in whole or in part on the card itself. The approximate retail value (“**ARV**”) of each Chipotle Prize is approximately \$500. Monetary awards identified above are pre-tax and all federal, state and local taxes (including income and withholding taxes, if any) are the sole responsibility of the Player (or if a minor Player, their parent or guardian).
- b. Payments will be made in United States dollars and the approximate value of non-cash prizes is based on the value in United States dollars.
 - c. Logitech Digital Code terms. The Logitech Digital Codes are one-time-use and will be valid through one year from date of issuance on the Logitech family of websites - www.logitech.com, www.logitechg.com, www.astrogaming.com, www.bluemic.com, www.ultimateears.com and www.jaybird.com (the “**Logitech Sites**”). In order to redeem the code simply enter the unique code during checkout into the PromoCode box. Please note that:
 - i. Each code can only be used once and any funds not used during that one-time use will be forfeited.
 - ii. Products from any of the Logitech Sites can be added to a cart and will carry over from site to site, provided the sites are each in the same country (i.e. the Canadian and US sites do not share a shopping cart).

- iii. Each code is only valid for orders placed on the US or Canadian sites and shipped to the US or Canada.
- iv. Not all products are sold on both the US and Canadian websites. This is determined by product availability. If a product is available on the US site it may not be available on the Canadian site and vice versa. Unfortunately we do not ship from the US to Canada nor from Canada to the US.
- v. All Logitech products are subject to inventory availability and a return to stock status is never guaranteed for any Logitech product that is listed as out of stock.

8. PRIZE TERMS

- a. Each Player that has been declared the winner of a prize in the Tournament will not be an official winner (each such individual, a “**Winner**”) unless and until they execute (or, if the potential winner is a minor, their parent or legal guardian executes) an Affidavit (or, if a resident of Canada, a Declaration) of Eligibility, a Liability Release, and where imposing such condition is legal, a Publicity Release and any required payment information and tax forms (“**Winner Forms**”) in order to receive payment. If a Player (or a minor Player’s parent or legal guardian) fails or refuses to sign and return all the Winner Forms within the time period specified by Logitech, the Player may be disqualified. In the event a Player is disqualified, Logitech reserves the right, but not the obligation, to award the affected prize to another Player. Within thirty (30) days of receiving an executed copy of the Winner Forms, Logitech will deliver to Winner the applicable prize(s). Failure to take delivery of any prize may result in forfeiture, and such prize awarded to an alternate Winner. Prizes may not be transferred or assigned until after a Winner has complied with all his or her obligations under these Tournament Rules. No substitutions may be made for prize(s), except by the Tournament Organizers, who reserve the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Tournament Organizers in their sole discretion. Non-cash prizes cannot be redeemed for cash. Each Winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) on any prize won and on the value of any items or value transferred to the Player by the Tournament Organizers, and will be required to provide his/her Social Security number, IRS Form W-8 BEN, IRS Form W-9, or equivalent information for tax reporting purposes (at a time to be determined in the Tournament Organizers’ sole discretion, and which may be prior to participation in a particular round or prior to receipt of any prize by Player). The Tournament Organizers will file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the Player by the Tournament Organizers in accordance with IRS requirements, and the Tournament Organizers may also share such documentation with a government agency as required by law. Refusal or failure of a Winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W-8 BEN, IRS Form W-9, or equivalent information), as determined by the Tournament Organizers in their sole discretion, will result in the Winner forfeiting the prize(s) and an alternate Winner being selected in accordance with these Tournament Rules. The Tournament Organizers will award prizes subject to any applicable withholding taxes, and the amount of the prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the prize. Winners who do not claim the prize, or satisfy the information or documentation requirements within six (6) months of the close of the Tournament or such earlier time as designated by the Tournament Organizers, are void, and the Tournament Organizers shall have no further liability or responsibility to such Player(s) in connection with the prizes. Any prizes pictured in advertising, promotional and/or

other Tournament materials are for illustrative purposes only. The actual prize may vary. In the event there is a discrepancy or inconsistency between the description of a prize contained in any such materials and the description of a prize contained in these Tournament Rules, these Tournament Rules shall prevail, govern and control. All details and other restrictions of any prize not specified in these Tournament Rules will be determined by the Tournament Organizers in their sole discretion. **WINNER NOTIFICATION/RELEASES.** The Tournament Organizers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize (including, without limitation, the Grand Prize) furnished in connection with the Tournament. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE TOURNAMENT POLICIES OR THE END USER LICENSE AGREEMENT FOR THE GAME OR OTHER AGREEMENTS THAT APPLY TO THE GAME, THE TOURNAMENT ORGANIZERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE GAME SOFTWARE, EQUIPMENT AND THE OPERATION OF THE TOURNAMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION.

9. CODE OF CONDUCT

a. Personal Behavior and Conduct

- i. In order to participate in the Series all registered Players must adhere to the Code of Conduct Policy outlined in this Section, and exhibit the general principles of competitive & personal integrity, honesty, and good sportsmanship.
- ii. Players are required and expected to conduct themselves in a manner of professionalism and respectful behavior when interacting with other competitors and event administrators.
- iii. Players may not behave in a manner (a) which violates these Tournament Rules, (b) which is disruptive, unsafe or destructive, or (c) which is otherwise harmful to the enjoyment of the Game by other users. In particular, players may not engage in harassing or disrespectful conduct, use of abusive or offensive language, game sabotage, spamming, social engineering, scamming, or any unlawful activity.
- iv. Any violation of rules outlined in the Code of Conduct section will be grounds for complete disqualification from the Tournament and Series, even if the violation was not committed intentionally, at the sole discretion of the event administration team.
- v. The Code of Conduct rules can be changed at any time for any reason at the discretion of Logitech Esports Services.

b. Event Integrity

- i. Each Player is expected to play to the best of their ability at all times during any match. Any form of unfair play or manipulation that impacts match results is prohibited and will result in disciplinary action including disqualification. Examples of unfair play include the following:

Any Player who witnesses or is subjected to harassing, abusive, or discriminatory conduct should notify an event administrator. Collusion (as defined below) is prohibited: match fixing, bribing a referee or match official, or any other action or agreement to intentionally influence (or attempt to influence) the outcome of any match, Tournament or Series will result in an immediate disqualification.

In addition, the following behavior is prohibited:

- ii. Hacking or otherwise modifying the intended behavior of the Game.
- iii. Playing or allowing another player to play on an Xbox Live account registered in another person's name (or soliciting, encouraging, or directing someone else to do so).
- iv. Using any kind of cheating device, program, or similar cheating method to gain a competitive advantage.
- v. Intentionally exploiting any game function (e.g., an in-game bug or glitch) in a manner not intended by Xbox Game Studios in order to gain a competitive advantage.
- vi. Using distributed denial of service attacks or similar methods to interfere with another Player's connection to the Halo Infinite game client is prohibited.
- vii. Using macro keys or similar methods to automate in-game actions.
- viii. Intentionally disconnecting from a match and/or Tournament without a legitimate reason for doing so.
- ix. Accepting any gift, reward, bribe, or compensation for services promised, rendered, or to be rendered in connection with unfair play of the Game (e.g., services designed to throw or fix a match or session).
- x. Receiving outside assistance regarding the location of other Players, other Players' health or equipment, or any other information not otherwise known to the Player by the information on his or her own screen (e.g., looking at or attempting to look at spectator monitors while currently in a match).
- xi. Players may not work together to deceive or otherwise cheat other players during any match, Tournament or Series ("Collusion"). Examples of Collusion include the following:
 1. Teaming: Players working together during the match, Tournament and/or The Series.
 2. Planned Movement: Agreement between two (2) or more opposing Players to land at specific locations or to move through the map in a planned way before the match begins.
 3. Communication: Sending or receiving signals (both verbal and non-verbal) to communicate with opposing Players.
 4. Item Dumping: Intentionally dropping items for an opposing Player to collect.

c. Toxic Behavior & Harassment

- i. Players are prohibited from engaging in any form of harassing, abusive, or discriminatory conduct based on race, color, ethnicity, national origin, religion, political opinion or any other opinion, gender, gender identity, sexual orientation, age, disability, or any other status or characteristic protected under applicable law.
- ii. Any such toxic behavior and/or harassment will be investigated and appropriate action will be taken. Retaliation against any Player who brings forward a complaint or cooperates in the investigation of a complaint is prohibited.

10. IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATION ON LIABILITY.

Each Player (or if a minor Player, their parent or legal guardian) knowingly consents to participate in any or all Tournament activities under his or her own free will and without duress or undue influence of any third party.

BY ENTERING AND/OR OTHERWISE PARTICIPATING IN THE TOURNAMENT AND/OR SERIES, EACH PLAYER (OR IF A MINOR PLAYER, THEIR PARENT OR GUARDIAN), ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER HEIRS, HEREBY RELEASES, DISCHARGES AND HOLDS THE TOURNAMENT ORGANIZERS AND THEIR AFFILIATES AND XBOX GAME STUDIOS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL AND POTENTIAL, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, LOSSES, INJURIES, LIABILITIES AND DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION MENTAL AND/OR PHYSICAL INJURIES OR DEATH AND DAMAGES TO OR LOSS OF PERSONAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATING IN THE TOURNAMENT, ATTENDING OR PARTICIPATING IN ANY TOURNAMENT-RELATED EVENT OR ACTIVITY AND/OR THE USE OR MISUSE OF ANY PRIZE.

The Tournament Organizers are not responsible for any incorrect or inaccurate information or other materials, on, associated with or utilized as part of the Tournament Website, and the Tournament Organizers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Tournament Website or the field of play in the Game. Although the Tournament Organizers attempt to ensure the integrity of the Tournament and the Series, the Tournament Organizers are not responsible for the actions of Players in connection with the Tournament and the Series, including a Player's attempt to circumvent the Tournament Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Tournament and the Series. Without in any way limiting the generality of the foregoing, each Player (or if a minor Player, their parent or guardian) agrees that the Tournament Organizers shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following:

- incomplete, lost, late, misdirected or illegible registrations or the failure to receive registrations due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Player, the Tournament Organizers, or otherwise, that may prevent or limit a Player's ability to participate in the Tournament and the Series or send or receive messages requiring action or response by such Player;

- any computer system, gaming console, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections which may result in alteration of Tournament play or affect Tournament and/or Series results; and
- any problems or technical malfunction of any network or lines, servers or providers, equipment, or software, including any injury or damage to Player Equipment resulting from participation in the Tournament and the Series.

11. **INDEMNIFICATION.** Each Player (or if a minor Player, their parent or guardian) hereby agrees to indemnify and hold the Tournament Organizers and their affiliates and Xbox Game Studios and its affiliates harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all third party damages, liabilities, costs and expenses, including reasonable outside legal fees and costs (collectively, “**Third Party Claims**”) relating to or arising out of: (i) any breach of any of the warranties, representations, covenants, obligations or agreements of the Player under these Tournament Rules; (ii) Player’s violation of applicable law, rule, regulation as well as any policies and/or terms related to the Tournament and/or the Series; and (iii) Player’s negligence and/or willful misconduct.

12. **OTHER TERMS.** By participating in the Tournament, you (or if a minor Player, your parent or guardian) agree to be bound by the decisions of the Tournament Organizers. You must conduct yourself in a reasonable manner, maintaining a friendly and polite demeanor to competitors, Tournament officials, and to other /Players of the Tournament. You may be disqualified, in the Tournament Organizers’ sole and absolute discretion, if you violate any rule, gain unfair advantage in participating in the Tournament, or otherwise win by using fraudulent or unfair means. Unsportsmanlike, disruptive, harassing or threatening behavior is prohibited. The Tournament Organizers will interpret these Tournament Rules and resolve any disputes, conflicting claims or ambiguities concerning the Tournament Rules or the Tournament and its decisions in this regard will be final and not subject to appeal. The Tournament Organizers reserve the right to cancel or modify the Tournament for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Tournament, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Tournament as determined by the Tournament Organizers, in their sole discretion. The Tournament Organizers reserve the right, in their sole discretion, to disqualify anyone found (a) to be tampering with the registration or entry process or the operation of the Tournament, the Tournament Website, or any platform used by the Tournament; (b) to be acting in violation of these Tournament Rules; (c) to be hacking, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (d) to have provided any false or misleading information as part of the registration process or during the Tournament including, without limitation, any false names, addresses or email addresses. All decisions regarding eligibility and/or compliance with these Tournament Rules will be made by the Tournament Organizers and are final. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS TOURNAMENT AND/OR THE SERIES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. THE TOURNAMENT ORGANIZERS RESERVE THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

13. **FORCE MAJEURE.** The Tournament Organizers reserve the right to modify, suspend, extend or terminate the Tournament and/or the Series or any part thereof they determine, in their sole discretion, that the Tournament is technically impaired or corrupted or that fraud or technical problems, failures, malfunctions or other causes have destroyed, corrupted or undermined the administration, security, fairness, integrity, proper play or feasibility of the Tournament or any portion thereof as contemplated herein. In the event Tournament Organizers are prevented from continuing with the Tournament by any event beyond its

control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, epidemic, pandemic, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Tournament Organizers' control (each a "**Force Majeure**" event or occurrence), the Tournament Organizers shall have the right to modify, suspend, extend or terminate the Tournament and post notice on the Tournament Website of any such modification, suspension, extension or termination.

The Tournament Organizers, in their sole discretion, may require the replaying of any match, or declare any match or other phase of the Tournament null and void by reason of any of the foregoing. In the event the Tournament Organizers determine, in their sole discretion, that any individual match or other phase of the Tournament, has been tampered with or that the validity of any match or other phase of the Tournament has been compromised for any reason, it may eliminate that match or other phase of the Tournament, and may conduct the Tournament on the basis of the remaining matches and/or other phases of the Tournament.

14. **DISPUTES.** These Tournament Rules are governed by the state and federal laws that apply to the State of California, United States of America; excluding its choice of law provisions. any legal suit, action or proceeding arising out of or relating to these Tournament Rules, the operation of the Tournament or otherwise, will be resolved by litigation in the courts located within Alameda County in the State of California, United States of America. You, as a Player, (or if a minor Player, your parent or legal guardian) hereby irrevocably consent and submit to the exclusive jurisdiction of and venue of such courts, will accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to you. In particular, each party waives all defenses of lack of personal jurisdiction and forum non conveniens. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.
15. **GENERAL.** These Tournament Rules and the other agreements referenced herein constitute the full and complete agreement and understanding between each Player and the Tournament Organizers in connection with the Tournament and replace and supersede all prior negotiations, agreements or understandings that may have been entered into between such Player and such Tournament Organizer with respect to the subject matter hereof. These Tournament Rules cannot be modified or amended in any way except by a written instrument signed by the Tournament Organizers. The waiver of any term, condition, or breach of these Tournament Rules shall not be deemed to be a waiver of that breach or any other term or condition in the future. The invalidity or unenforceability of any provision in these Tournament Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Tournament Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Tournament Rules solely for convenience and ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Tournament Rules or any provision hereof.