

NVIDIA® Call of Duty®: Black Ops II™ College Rivalries Tournament

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE CHANCES OF WINNING.

THIS TOURNAMENT IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

This Tournament is sponsored by NVIDIA CORPORATION, 2701 San Tomas Expressway, Santa Clara, CA 95050 (“NVIDIA” or “Sponsor”). Participation in this Tournament is expressly subject to and governed by these Official Rules, which define school and player eligibility, conditions of participation, game play rules, winner selections and prizes, and other terms and conditions applicable to this Tournament. By participating in this Tournament, each participating school and each participating player expressly accept and agree to be bound by these Official Rules.

1. About This Tournament: Eight (8) teams that represent eight (8) Sponsor-invited colleges and universities (each, a “Participating School”) will compete in 4-on-4 game playing of the “*Call of Duty: Black Ops II*” game, *i.e.*, a 4-player team from one school will play against a 4-player team from another school. Each Participating School will designate a five (5) student team, comprised of one playing captain, three (3) regular players, and one (1) alternate player who can substitute for a regular player or the captain at any time (each, a “Player” and all such Players together, a “Team”), to represent the school. Each session of game playing (a “Match”) will have two Teams playing against each other in game settings and maps pre-selected by Sponsor. The Team with the last player standing wins a Match, and the Team winning four (4) out of seven (7) Matches advances to the next round. There will be three (3) rounds of competition in this Tournament, as further described in Section 4 of these Official Rules.

This Tournament is scheduled to begin November 29 and end January 19 (the “Tournament Period”).

2. Participating Schools: A total of eight (8) Participating Schools will compete in this Tournament, including:

- (i) six (6) “Pre-selected Schools”: University of California, Berkeley (“Cal”), Stanford University (“Stanford”), University of California, Los Angeles (“UCLA”), University of Southern California (“USC”), University of North Carolina at Chapel Hill (“UNC”), and North Carolina State University (“North Carolina State”); and
- (ii) two (2) “Wildcard Schools”: To be determined by fan votes on Sponsor’s Tournament Facebook page at www.facebook.com/NVIDIAGeForce – that is, fans of the Tournament Facebook page will vote on which two Wildcard Schools will be invited to compete in this Tournament, and the two schools that receive the most fan votes during the voting period specified by Sponsor will be selected and invited by Sponsor; the public voting for the selection of the two Wildcard Schools will begin 09:00AM Pacific Time November 21st and end 11:59:59 Pacific Time on December 4, 2012.

Each of the six (6) Pre-selected Schools must confirm participation in writing and provide its Player list, its shipping address, and the name and contact of a school representative who will serve as the Tournament coordinator for that school, to Sponsor no later than November 12, 2012.

Each of the two (2) Wildcard Schools must confirm participation in writing and provide its Player list, its shipping address, and the name and contact of a school representative who will serve as the Tournament coordinator for that school, to Sponsor within 3 days after receiving Sponsor's invitation.

3. Player Eligibility: All Players must be officially-enrolled, full-time students at Participating Schools and must be at least 18 years of age at the time of participation. Sponsor reserves the right to require Players to show valid student identification and enrollment information to verify their age and their affiliation with Participating Schools. Employees of Sponsor and of agencies and service providers employed by Sponsor in the conduct or administration of this Tournament (collectively "Sponsor and Related Parties"), and members of each of their immediate families or households, are NOT eligible to participate.

4. Tournament Structure. This Tournament will have three (3) rounds of competition, as follows:

(i) First Round – Matches between Pre-Selected Schools: The Teams from the six (6) Pre-selected Schools will be matched as follows:

- Cal vs. Stanford
- UCLA vs. USC
- UNC vs. North Carolina State

The Match format is best three (4) out of five (7) Matches. Three (3) winning Teams will advance to the second round, and the three (3) losing Teams will be eliminated.

First Round – Matches between Wildcard Schools: The Teams from the two (2) Wildcard Schools will face off in the "Wildcard Matches." The Match format is best four (4) out of seven (7) Matches. The winning Team will advance to the second round, with the losing Team eliminated.

(ii) Second Round: The four (4) winning Teams from the first round will be paired by Sponsor to compete in the second round. The Match format is best four (4) out of seven (7) Matches. The two (2) winning Teams will advance to the third and final round, with the two (2) losing Teams eliminated.

(iii) Third Round (Championship Round): The two (2) winning Teams from the second round will face off in the third and final round. Again, the Match format is best four (4) out of seven (7) Matches. The winning Team will be declared the champion of this Tournament.

5. Game Play & Match Rules; Sportsmanship: All Matches in this Tournament are subject to the "Game Play & Match Rules" set forth in Exhibit A of these Official Rules, which constitute an integral part of these Official Rules. By participating, each Participating School and each of its

Players accept and agree to adhere to and be bound by the Game Play & Match Rules. Sponsor reserves the right to disqualify any Player or Team from this Tournament for any violation of the Game Play & Match Rules.

All Players will be required to uphold and observe sportsmanship. Unsportsmanlike conduct includes, but is not limited to, racism, use of profanity, rude or vulgar acts, acts of belligerence, and disrespect of a Sponsor-appointed referee or judge. Unsportsmanlike conduct may be grounds for Player disqualification.

6. Match Venue:

- (i) First Round – Matches between Pre-selected Schools: The venue for the Matches between two (2) Pre-selected Schools will be the school campus determined by fan votes on Sponsor’s Tournament Facebook page at www.facebook.com/NVIDIA GeForce. The school that receives more fan votes during the voting period specified by Sponsor will get to host the Matches on its campus and enjoy “home field advantage.”
- (ii) First Round – Wildcard Matches: The venue for the Wildcard Matches will be Sponsor’s headquarters in Santa Clara, California. Each Wildcard School’s Team will receive a Sponsor-arranged trip to Sponsor’s headquarters in Santa Clara, California as described in Section 10(iv) of these Official Rules.
- (iii) Second Round & Third Round: The venue for all wild card, second-round and third-round Matches will be Sponsor’s headquarters in Santa Clara, California. For each Pre-selected School that advances to the second round, its Team will receive a Sponsor-arranged trip to Sponsor’s headquarters in Santa Clara, California as described in Section 10(iv) of these Official Rules.

7. Match Referees & Judges: Sponsor will appoint members of its staff to serve as referees and judges at all Matches in this Tournament. Sponsor will also provide technical support staff to be present at all Matches. By participating, each Participating School and each of its Players acknowledge and agree that Sponsor-appointed referees and judges will have the authority to enforce, on behalf of Sponsor, the Game Play Rules and other terms and conditions set forth in these Official Rules and that all decisions of Sponsor-designated referees and judges will be final and binding in all respects on all Players, Teams and Participating Schools in this Tournament.

8. Match Scheduling: The schedule for the first-round Matches among the six (6) pre-selected schools is set forth in Exhibit B of these Official Rules. The schedule of the Wildcard Matches will be determined by Sponsor in coordination with the two (2) wildcard schools once they have been selected and their participation has been confirmed. Sponsor will determine the schedule for the second- and third-round Matches in coordination with the winning schools. By participating, each Participating School and each of its Players accept and agree to adhere to and be bound by the Match schedules specified by Sponsor.

9. Game Equipment: Sponsor will provide, at its expense, two (2) GeForce GTX-equipped Windows PCs complete with HD monitor, keyboard and mouse,¹ (collectively “Game Equipment”), to each Participating School for its Team after the completion of the Tournament. Sponsor, at its expense, will ship the Game Equipment to a Participating School, using the shipping address provided by that school, approximately two weeks after the completion of the Tournament.

10. Prizes: Sponsor will provide the following in this Tournament:

- (i) First Round – Participation Prize for All Schools: In consideration of their participation in this Tournament, all eight (8) Participating Schools will each receive the Game Equipment as described in Section 9 of these Official Rules, and will get to keep the Game Equipment as a donation from Sponsor, upon and subject to the completion of their respective first round Matches. The estimated total retail value of the Game Equipment is US \$3000.00. Each school will be required to sign and return to Sponsor a donation form (as provided by Sponsor).
- (ii) First Round – Prize for Winning Schools: The four (4) Participating Schools whose Teams win the first round (namely, three (3) Pre-selected Schools and one (1) Wildcard School) will each receive a donation from Sponsor of two (2) additional GeForce GTX-equipped Windows PCs complete with HD monitor, keyboard and mouse, with an estimated total retail value of US\$3000.00. Sponsor, at its expense, will ship such items to each school, using the shipping address provided by that school, approximately two weeks after the conclusion of this Tournament. Prior to receiving such items, however, each school will be required to sign and return to Sponsor a donation form (as provided by Sponsor).
- (iii) First Round – Prize for Competing Teams: For each Team that competes in the first round, each Player on that Team will receive a gift bag with an estimated total retail value of US\$300.00.
- (iv) Trip: For each of the Pre-selected Schools that advances to the second round (other than Cal or Stanford, as the case may be) as well as for each of the two (2) Wildcard Schools, their Teams will travel to Sponsor’s headquarters in Santa Clara, California (the “Trip”) to compete in the remaining Matches (including the Wildcard Matches) in this Tournament. The date of the finals matches will be January 19th with travel days on January 18th, and 20th. Sponsor will cover the following in connection with the Trip by each Team:
 - up to six (6) round-trip coach/economy airfare tickets for the five (5) Players on the Team plus the school Tournament coordinator to fly from an airport located near their school campus (as determined by Sponsor), to the San Francisco International Airport or such other alternate airport designated by Sponsor (the “Arrival Airport”);

¹ Sponsor will also provide controllers for Players who wish to use them, but be advised that it is our long time experience that players using mouse and keyboards have a significant advantage.

- ground transportation between the Arrival Airport and Sponsor's headquarters in Santa Clara, California;
- hotel accommodations for 2 nights in Santa Clara, California for the five (5) Players on the Team plus the school Tournament coordinator to share (up to three (3) standard rooms/double occupancy), at a hotel determined by Sponsor; and
- three (3) meals per day in Santa Clara, California (as arranged by Sponsor) for the five (5) Players on the Team plus the school Tournament coordinator.

Approximate total value of the Trip: US\$6000.00 per Team. Actual value of the Trip may vary depending on the point of departure and fluctuations in airfare and hotel rates. Any difference between stated approximate value and actual value of the Trip will not be awarded.

NOTE: Other than those expressly stated above, all other travel, transportation, lodging and meal expenses, as well as all personal and incidental expenses, will be the sole responsibility of the Players and school Tournament coordinators.

Prior to receiving the airfare tickets, each of the Players as well as each school Tournament coordinate will be required to sign and return to Sponsor a travel liability release in a form provided by Sponsor.

- (v) **Tournament Champion – Prize for Individual Players:** For the Team that wins the third and final round, each Player on that Team will receive one (1) GeForce GTX-equipped Windows PC complete with HD monitor, keyboard and mouse, with an estimated total retail value of US\$3000.00. Sponsor, at its expense, will ship such prize to the designated address of each Player on the championship Team, approximately two weeks after the conclusion of this Tournament. Prior to receiving such prize, however, each of the Players will be required to sign and return to Sponsor an individual affidavit and release (in a form provided by Sponsor) and appropriate tax forms.

All prizes are NOT assignable or transferable and are NOT redeemable for cash. All federal, state, and local taxes related to the receipt, use or consumption of prizes are the sole responsibility of the recipient schools or individuals.

11. Odds of Winning: Odds of winning in this Tournament and each Match thereof will depend entirely on the skills, ability to play together and game play strategies of each Team and its Players. THIS COMPETITION HAS NOT PREVIOUSLY BEEN OFFERED.

12. Certain Conditions of Participation: By participating, each Participating School and each of its Players acknowledge and agree to all of the following:

- (i) The decisions of Sponsor and its-designated referees and judges in this Tournament will be final and binding in all respects. Sponsor shall have the right to disqualify any

Player or Team from this Tournament for any violation of these Official Rules, including any violation of the Game Play & Match Rules. Sponsor's failure to enforce any provision of these Official Rules will not constitute a waiver of that provision.

- (ii) Sponsor shall have no obligation whatsoever to provide any prize to a Participating School or its Players if that school fails to confirm participation or designate its Players or provide such other requisite information as requested Sponsor, or withdraws from this Tournament for any reason prior to the commencement of the first-round Matches.
- (iii) By participating, each Participating School grants to Sponsor and Related Parties the *non-exclusive, gratis, and royalty-free* right to use and display its school name and logo for the purposes of conducting, operating, publicizing and promoting this Tournament in all media now known or thereafter devised, including, without limitation, on Sponsor owned or controlled websites, Sponsor's Tournament Facebook page, and Sponsor media releases and announcements.
- (iv) By participating in any Match at Sponsor's headquarters in Santa Clara, California, each Player acknowledges, authorizes, and consents to: (X) Sponsor's filming, photography, transcription, and otherwise recording (via any audio, visual, audiovisual, or other recording medium now known or hereafter devised) of his/her name, likeness, voice, appearance and participation in such Match; and (Y) the unlimited and unrestricted use and exploitation, throughout the world in perpetuity, of any and all films, photographs, transcripts, audios, videos, and other recordings resulting therefrom (collectively "Recordings"), in whole or in part, by Sponsor and its successors and assigns, including, without limitation, reproduction, editing, adaptation, publication, distribution by sale, rental or otherwise, public display, public performance (including, without limitation, live broadcast, living streaming, and video on demand) of such Recordings and derivative works thereof.
- (v) By participating, each Player acknowledges, authorizes, and consents to Sponsor's collection, use and retention of his/her name, email address, mailing address, and such other personal information as provided to Sponsor for all lawful purposes related to this Tournament as well as in accordance with Sponsor's Privacy Policy published at [insert URL]. **Please review Sponsor's Privacy Policy before providing personal information.** If a Player objects to anything stated in Sponsor's Privacy Policy, he/she should not participate in this Tournament.
- (vi) **BY PARTICIPATING, EACH PLAYER RELEASES SPONSOR AND RELATED PARTIES AND FACEBOOK FROM ANY AND ALL LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, AND WAIVES ANY AND ALL CAUSES OF ACTION AGAINST SPONSOR AND RELATED PARTIES AND FACEBOOK, WITH RESPECT TO ANY AND ALL CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THIS TOURNAMENT OR ANY PRIZE RECEIVED IN THIS TOURNAMENT, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, DAMAGE TO**

OR LOSS OF PROPERTY, VIOLATION OF RIGHT OF PUBLICITY OR PRIVACY, DEFAMATION, LIBEL, AND FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL, AND WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE.

- (vii) **THIS TOURNAMENT IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR ACTIVISION. PLAYERS ARE PROVIDING THEIR INFORMATION TO SPONSOR AND NOT TO FACEBOOK.**

- (viii) The “*Call of Duty: Black Ops II*” game and all copies thereof furnished by Sponsor are protected by U.S. and foreign copyrights, are solely for personal and noncommercial uses by the recipient schools and their Players, and may not be copied, reproduced, sold, offered for sale, distributed, or otherwise disseminated without the express prior written consent of Activision and its affiliates. Unauthorized use or misuse of any game copy provided by Sponsor may give rise to civil and/or criminal liability and may result in immediate disqualification of a Player or Team from this Tournament.

- (ix) If infection by computer virus, bug, tampering, sabotage, unauthorized intervention, action or omission by any Player or Team, fraud, technical failure, or any other cause, in Sponsor’s sole judgment, corrupts or affects the administration, security, fairness, integrity, or proper operation of this Tournament, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Tournament or any portion thereof. **WARNING:** Any attempt by anyone to deliberately sabotage or undermine the operation of this Tournament is a violation of criminal and civil laws and should such an attempt be made Sponsor reserves the right to seek all remedies available at law and in equity.

13. Governing Law: These Official Rules are governed by and will be construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of law rules. By participating, each Participating School and each of its Players submit themselves to the exclusive jurisdiction of the state and federal courts sitting in Santa Clara, California.

14. Tournament Information: For a list of the winning Teams and schools of each round in this Tournament, send a stamped, self-addressed, business-size envelope after February 1, 2013 and before March 1, 2013 to Sponsor at NVIDIA c/o Rivalries, 2800 Scott Blvd, Santa Clara, CA 95050. To obtain a copy of these Official Rules, send a stamped, self-addressed business-size envelope to Sponsor at NVIDIA c/o Rivalries Rules, 2800 Scott Blvd, Santa Clara, CA 95050.

Exhibit A

Mode: 4v4 TDM to 7500 with 10 minute time limit

Maps: TBD

Format: Best 4 out of 7 matches

Platform: Desktop PCs powered by GeForce GTX 680s complete with HD monitor keyboard and mouse.

Teams:

- 5 person team consisting of 1 playing captain, 3 regular players and one 1 alternate player
- All players must be 18 years of age and have current student IDs from your college.
- Players may only be substituted between matches. Once a player begins play at a seat, they must remain in that seat until the match ends.
- Players will need to sign video releases in order to play in the tournament.

Exhibit B

Match Scheduling:

November 29 - Cal vs. Stanford

December 1- USC vs. UCLA

December 6 - NC State vs. UNC

January 19 – Wild Card and Finals Matches.