

Rules of Entry:
Mortal Kombat X “MKCup” Tournament
Belgium

These terms and conditions (the “**Rules**”) constitute the agreement between each Entrant and 9lives, Telenet NV (the “**Promoter**”) in relation to the Mortal Kombat X ‘MKCup’ Tournament (the “**Tournament**”). The Tournament is open to residents of Italy, Austria, the United Kingdom, France, Sweden, Belgium, The Netherlands, Russia, Poland, The Czech Republic, The United Arab Emirates, Saudi Arabia, South Africa, Spain, Portugal, India, Hungary and Greece (the “**Participating Countries**”).

There are two stages to this Tournament in Belgium: the “**Qualifying Contest**” and a “**National Final**”. The winners of the Qualifying Contests (each a “**Qualifier**”) will each receive a “**Qualifier Prize**”. The winner of the National Final (the “**National Winner**”) will receive the “**National Prize**”, which includes the opportunity to compete in the Grand Final, as defined in paragraph 9. Please note that, in accordance with paragraph 10, signature of a separate set of written terms and conditions will be required in order to participate in the Grand Final.

Entry details

The MKCup Tournament is a competition to determine the most skillful Mortal Kombat X videogame players. Entrants will compete against each other in a series of game matches. The Tournament is open to those who are aged eighteen (18) years or over only.

1. By signing these Rules you agree to be bound by them. If you do not sign these Rules you may not participate in the Tournament. This Tournament is limited to one entry per person.
2. To enter the Tournament, you must enter the qualification contest at www.9lives.be

Qualifying Contest

3. The Qualifying Contest is open to residents of Belgium. The Rules and Appendix A (the “**Etiquette Guide**”) apply to Entrants in the Qualifying Contest. The Etiquette Guide is incorporated into the Rules and is provided for the purposes of providing guidance on player conduct.
4. If there are fewer than sixteen (16) Entrants competing, the Promoter reserves the right to cancel the Qualifying Contest. The maximum number of Entrants will be determined at the Promoter’s discretion.
5. The winner of the Qualifying Contest Regional Tournament will be determined after a series of game matches. The final tournament mechanics will be determined based on the number of entrants on the day of the competition.
6. The Qualification Prize awarded to each Qualifier shall be:

- i. A place to compete in the National Final, to be held at Mechelen, Belgium on 23^d of May at *Telenet Mechelen*.
- ii. *A MKX training by pro-gamers in preparation to the final*

National Final

- 7. The National Final is open to residents of Belgium. The Rules and the Etiquette Guide apply to Entrants in the National Final.
- 8. Entrants who reach the National Final will be drawn against one another at random by the Promoter in the Promoter's sole discretion and the mechanic of paragraph 5 will be replicated until only one Entrant remains. Such remaining Entrant shall be the National Winner.
- 9. The National Prize awarded to the National Winner shall be:
 - i. A place to compete in the "**Grand Final**", to be held at the 'Japan Expo' event ("**Japan Expo**") on July 3rd 2015 at the Paris-Nord Villepinte Exhibition Center, 93420 Villepinte, Paris, France;
 - ii. Reasonable accommodation and travel arrangements for the National Tournament Winner

10. Please note that the Grand Final will be organized by Warner Bros. Entertainment France S.A.S, of 115-123 avenue Charles de Gaulle, 92525 Neuilly sur Seine, Cedex, France ("Warner"). Warner will require each National Winner to sign a separate set of written terms and conditions in order to compete in the Grand Final. Whilst entrants are not obliged to sign such terms and conditions, failure to do so will prevent the National Winner's participation in the Grand Final.

General

- 11. The Qualification Prize and National Prize (together the "**Prizes**", each a "**Prize**") are subject to availability and can be withdrawn or varied without notice. The Prizes are as stated and are non-transferable. No cash alternatives are available where a cash prize is not otherwise provided.
- 12. The Promoter reserves the right to disqualify, in its sole discretion, any Entrant who breaches these Rules or is guilty of cheating, inappropriate behavior or any other misconduct.
- 13. The Qualification Winners and National Winner (each a "**Winner**", together the "**Winners**") will be notified that they have won either on the relevant day of such Tournament event in person at the applicable venue or within fourteen (14) days by email (the "**Notification**"). The Promoter will make the Winners aware of any reasonable arrangements for the redemption of the Prizes. In the event that a Winner does not accept a Prize within two (2) days of the Notification, the Winner will forfeit their rights to the Prize.
- 14. The Promoter reserves the right to make reasonable alternative arrangements, including but not limited to selecting another Entrant to participate in the Tournament and/or awarding a Prize to a runner up, in the event that:

- i. A Winner does not accept a Prize within the prescribed time;
- ii. An Entrant is disqualified in accordance with paragraph 12; or
- iii. An Entrant is unable to compete in the Tournament or Grand Final for any reason.

If an Entrant is unable to participate in the National Tournament or Grand Final for a reason outside of that Entrant's control, the Promoter reserves the right to reallocate the Prize to another.

15. Nothing in these Rules shall limit our liability for death or personal injury caused by our negligence, or for fraud, fraudulent misstatement or fraudulent misrepresentation. We will not be liable to you for any loss or damage which you suffer as a result of your use of services or goods which was not (i) foreseeable by you and us at the time you accepted these Rules; and (ii) caused by a breach of these Rules. We are not responsible for indirect losses or damages which occur as a side effect of the main loss or damage and which are not foreseeable by you (such as loss of opportunity). We will also not be liable to you for any loss or damage which you suffer in respect of which there is no breach of a legal duty of care owed by us to you, or where the loss or damage results from breach by you of these Rules.

16. The Promoter may want to film, photograph or otherwise record Entrants at any stage of the Tournament and by any means. Entrants shall be deemed to give the Promoter, and its associated companies, licensees and assigns permission to undertake such recording and to:

- (i) Edit, alter, reproduce, publish and distribute any such photographs, recordings and films or anything derived from them (the "**Material**") in any medium; and
- (ii) Use the Material, in whole or in part, for any purposes it deems necessary to promote, advertise or exploit the products of the Promoter and/or its associated companies, licensees and assigns, and anything connected with or derived from them in perpetuity and throughout the universe.

Entrants also agree to irrevocably waive any moral rights or *droit moral* that they may have in the Material and to release the Promoter and its associated companies, licensees and assigns from any claims for payment or other consideration whatsoever in connection with their use of the Material.

17. Any personal data which you provide to the Promoter will be used solely for the purpose of administering the Tournament and contacting the Winners regarding the Prizes. All personal data will be used in accordance with the Promoter's standard privacy policy, copies of which are available from Promoter staff at the venues. Entrants give their consent to the Promoter sharing such personal data with Warner as may be necessary for the purposes of arranging and administering the Grand Final.

18. If any court of competent authority decides that any of the provisions of these Rules are invalid, unlawful or unenforceable to any extent, the Rule will, to that extent only, be severed from the remaining Rules, which will continue to be valid.

19. These Rules, the conduct of the Tournament and the interpretation and enforcement of these Rules will be exclusively governed and construed in

accordance with the laws of Belgium and be subject to the exclusive jurisdiction of the courts of Belgium.

20. If you have any queries about the manner in which the Tournament is administered, how your data is used by the Promoter and/or should you require us to remove your email address from our systems, please contact: mortalkombat@9lives.be, 9lives/Telenet NV, Liersesteenweg 4, 2800 Mechelen.

Appendix A Etiquette Guide

By entering this Tournament you make a commitment to play fairly and in accordance with the Rules and this Etiquette Guide. All players are asked to behave humanely towards other competitors and members of the Tournament administration team. Please read the following general guidance on fair play:

1. Disqualification

- a. Insults during a match or at any stage in the Tournament may lead to disqualification
- b. The following severe incidents may also lead to disqualification: extremist statements, threats of violence, sexual harassment, stalking, severe insults and displaying pornographic or offensive material
- c. Excessive annoying or offensive contributions within the Tournament is considered as spamming. Spamming can lead to your disqualification
- d. All forms of cheating in the Tournament is forbidden and may lead to disqualification

2. Game

- a. Each game consists of best of 3 in-game rounds, on versus mode. On average a game will last for 3 minutes

3. Match

- a. Each match consists of 3 games, all 3 should be played. On average a match will last for 15 minutes

4. Picks

- a. Each match will begin by one player picking a character and a character variation
- b. The first player to pick should be decided randomly using an appropriate method by the Tournament organizer
- c. After the first player has picked and the second player has begun character and variation pick, the first player may not change selection
- d. Any map maybe selected by each player. If each player picks different maps, the game will choose a map at random automatically
- e. Subsequently, the winner of the previous game in a match will pick first.
- f. From the second match round, the players that picked first in the previous round should pick second where possible
- g. After each game in a match, the players must return to character select

5. Match System

- a. In the first part of the Tournament, players will be seeded at random to play against each other in 'versus' mode matches. The number of such matches will be decided by the Promoter in reasonably administering the Tournament
- b. The winner of each match will be awarded 1 point to their Tournament score, recorded on the leaderboard. Losing a match provides no points and it is not possible to tie in a match
- c. Once a *reasonable number of* matches, as decided by the Promoter, have taken place, the competition will proceed to single elimination

6. Single Elimination

- a. The highest scoring Entrants from the leaderboard, the number of which will be decided at the Promoter's discretion, compete on a 'knockout' basis in 'versus' mode matches
- b. The matches will be 'best of' three (3) games, until only one competitor remains.

7. Pausing

- a. Each player has the ability to the pause the game to check control move commands. This is allowed but not excessively at the discretion of the Tournament organizer. Excessive pausing may lead to loss of game or no score.

Should you have any questions about the Etiquette Guide, the Rules, the Tournament or player conduct please discuss with the Tournament administration team.