

## Paladins® Console Series Rules

Last updated on October 19, 2017.

### **I. TERMS OF AGREEMENT**

#### **IMPORTANT LEGAL NOTICE!**

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS. THIS PALADINS® CONSOLE SERIES RULES (THE “RULES”) IS BETWEEN YOU AS A PARTICIPANT AND HI-REZ STUDIOS, INC. (“HI-REZ”).

IF YOU DO NOT AGREE WITH AND ARE NOT AT ALL TIMES IN COMPLIANCE WITH ALL THE TERMS AND CONDITIONS PROVIDED IN THESE RULES, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE PALADINS® CONSOLE SERIES (“PCS”).

#### **1. DEFINITIONS.**

“Administrator” means an individual authorized to act in a limited capacity on Hi-Rez’s behalf with respect to the interpretation and enforcement of these Rules. For purposes of clarity, Hi-Rez may substitute itself in as an Administrator as that term is used and understood in these Rules.

“Game” means the online, multiplayer video-game owned and operated by Hi-Rez and known throughout the world as Paladins® on the applicable platform.

“Champion” means a Player-controlled character inside the Game.

“Item” means content that is obtained inside the Game to modify the power of a Champion.

“Match” is a best-of-three (3) set of PCS Games prior to semi-finals, or best of five (5) PCS Games set for semi-finals and finals.

“PCS Game” means a single, playable instance of the Game where one Team competes against another Team.

“Player” means the individual participating or intending to participate in the PCS as a member of a Team, subject to compliance with these Rules. For clarification purposes, “Players” refers to the foregoing in the plural.

“Skin Set” means the set of virtual content components that form an aesthetic costume that can be equipped by a Champion to change its appearance and features inside the Game.

“Advance Phase” means each Phase’s final week during which qualified Teams participate in finals

“Phase” means the regional competitions within the PCS which span approximately four weeks. A Phase is comprised of approximately three qualifying weeks and culminates in one finals week, the Advance Phase.

“Team” means a competitive organized group with at least five (5) Players, that meets all of the eligibility requirements in Section 3.2, and that has otherwise qualified to participate in the PCS based on prior events and/or Hi-Rez’s discretionary approval.

“Team Captain” means the one Player on each Team who will represent and be responsible for certain communications with Hi-Rez on behalf of the other Players on the Team and/or the Team as a whole related to the PCS.

## **II. PARTICIPATION**

### **1. PLAYER ELIGIBILITY.**

- a. Player Eligibility. For the duration of a Player’s participation in the PCS, the Player must:
  - i. be an individual at least thirteen (13) years of age or older.
  - ii. read and comply with all policies, terms, and conditions that apply to the individual Player, including those found on the Hi-Rez legal website, located at <http://www.hirezstudios.com/legal>, and these Rules;
  - iii. read, complete, sign, and comply with all necessary tax documents, and other documents or agreements (which may include, without limitation, an eligibility, consent and release agreement), as required by Hi-Rez; and
  - iv. remain in lawful possession of an active Hi-Rez account in good standing
- b. Additional Requirement. In order to receive or distribute any prizes or appearance fees, in addition to meeting the preceding requirements, a Player must also either:
  - i. be an individual at least eighteen (18) years of age or older prior to the start of this season’s PCS; or
  - ii. have an authorized legal guardian or parent receive or distribute such prizes and appearance fees on the Player’s behalf.

## 2. TEAM REQUIREMENTS.

- a. Team Eligibility. Teams in the PCS must meet the following criteria at all times:
- i. Consist of at least five (5) or more Players who are in compliance with these Rules, with one (1) Player being designated as the Team Captain.
  - ii. read and comply with all policies, terms, and conditions that may apply to the registered business, including those found on the Hi-Rez legal website, located at <http://www.hirezstudios.com/legal>, and these Rules.
  - iii. read, complete, sign, and comply with all necessary tax documents, and other documents or agreements (which may include, without limitation, an eligibility, consent and release agreement), as required by Hi-Rez;

## 3. RESTRICTIONS.

The following restrictions apply at all times:

- a. Domicile Rule. Teams and Players shall only participate in the PCS that applies to the region where each is domiciled, as determined by Hi-Rez in its sole discretion.
- b. Non-PCS Events. Players understand that there are numerous leagues, tournaments and other competitions outside the PCS, and that Hi-Rez may prohibit Players who participate in the PCS from participating in any other leagues, tournaments, or competitions (collectively “Non-PCS Events”) without an Administrator’s written consent.
- c. Sponsorships. Your sponsors, or those of other Players or Teams, are at all times subject to Hi-Rez’s discretionary review. Hi-Rez reserves the right to block, reject, or otherwise interfere with any sponsorship and exclude it from the PCS and all Hi-Rez content. As an initial matter, Hi-Rez will exercise its rights hereunder and disapprove of any sponsorships with businesses or individuals involved in gambling, narcotics, pornography, firearms, prescription medication, alcohol, tobacco, or illegal activity. Players and Teams will not take any action or inaction that brings either the Players or Teams or Hi-Rez into public disrepute, contempt, scandal or ridicule, or that shocks or offends the community or any group or class thereof, or that reflects unfavorably on Hi-Rez or reduces the public relations or commercial value of Hi-Rez’s association with the Players or Teams.

## 4. REPLACEMENT TEAMS.

- a. General. Hi-Rez reserves the right to disqualify or remove any Team from the PCS for any reason without advance notice. If a Team is disqualified or removed from the PCS, a replacement Team will be determined by an Administrator. There are numerous reasons a Team may be

disqualified or removed from the PCS. By way of example and not limitation, a Team may be disqualified or removed from the PCS for failure to field enough Players for a PCS Game, a pattern of inappropriate behavior, extreme inappropriate behavior (in Hi-Rez's sole discretion), failure to promptly report inappropriate behavior, participating in conduct that is detrimental to the PCS.

b. Effect of Replacement. Any Team elected by an Administrator to replace another shall begin with a new record, and shall not receive any credit for the accomplishments of the prior Team.

## 5. COMPENSATION.

a. General. Hi-Rez may award prizes to Players and/or Teams may receive prizes or appearance fees from Hi-Rez based on participation in the PCS and their placement after the end of the Phase. Monetary prizes or appearance fees will be paid by Hi-Rez via check or another payment method of Hi-Rez's choosing. All compensation is provided "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize earnings are subject to verification of eligibility, compliance with the Rules, and any other applicable terms and conditions as determined by Hi-Rez in its sole discretion.

b. Financial Reporting. Hi-Rez may send a report that details how compensation, including appearance fees and prize earnings, will be divided among Players and, if applicable and subject to certain waivers and releases, the Team. These reports are typically sent after each Phase. Alterations to a report and compensation structure must be approved by an Administrator in writing.

c. Setoff. You understand and agree that, if you fail to follow the Rules, as determined by Hi-Rez in its sole and absolute discretion, then, without limiting any other remedies Hi-Rez may have, you will pay Hi-Rez (or Hi-Rez may deduct from any compensation or sums otherwise payable to you) the reasonable costs associated with your misconduct (the valuation of said misconduct to be determined by an Administrator in his or her sole discretion), and, upon Hi-Rez's request and in accordance with an Administrator's instructions, issue a public apology.

d. Forfeiture of Compensation. You understand and agree that you shall not receive compensation for any PCS Game where you or someone from your Team forfeits the PCS Game. BY PARTICIPATING AS PLAYER IN PCS, YOU UNDERSTAND AND AGREE THAT YOU SHALL NOT RECEIVE A PRIZE, EVEN IF YOU HAVE BEEN NOTIFIED OF AN AWARD, IF YOU FAIL TO SUBMIT TO HI-REZ ANY FORMS RELATED TO YOUR COMPENSATION WITHIN THIRTY DAYS OF NOTIFICATION OF THE AWARD FROM HI-REZ.

e. Taxation. ALL TAXES ASSOCIATED WITH YOUR RECEIPT OR USE OF ANY COMPENSATION ARE YOUR SOLE RESPONSIBILITY.

### III. CONDUCT

#### 1. PLAYER CONDUCT.

a. Representations and Obligations. By participating in the PCS, you represent and warrant that:

- i. You will, at all times, follow the Game's End User License Agreement, Hi-Rez's Terms of Use and Service, and any relevant eligibility, consent, and release agreement (for either Players or Teams) disclosed to you by Hi-Rez, all of which are hereby incorporated herein. For example, but not by way of limitation, you will at all times comply with Section 12 (Online Rules of Conduct) in Hi-Rez's Terms of Use and Service.
- ii. You will, at all times, use your best efforts to display superior integrity and well-mannered behavior during each Phase and for so long as you are or intend to remain a PCS participant. You shall communicate in a responsible, appropriate, and positive manner in all public forums, including, without limitation, on Twitch, Twitter, Facebook, and inside the Game.
- iii. You will at all times abstain from poor, undesirable, or negative behavior towards Hi-Rez or its respective shareholders, subsidiaries, affiliates, directors, officers, professional advisors, employees, independent contractors, and agencies, or toward sponsors, other Players, or other Teams.
- iv. You will not manipulate or otherwise exploit the Game, whether directly or indirectly, in order to obtain an unfair advantage over another user, and you will promptly report to Hi-Rez any Player who you have a good faith belief is manipulating or otherwise exploiting the Game to obtain an unfair advantage over others.
- v. You will not abuse the spectator client in the Game, including, without limitation, using said client to "stream snipe" or "ghost" other users of the Game.
- vi. You will not share Game accounts or use multiple accounts in the PCS.
- vii. You will not participate in any illegal activities while attending or travelling for Hi-Rez events, and will, at all times, obey the laws of the jurisdiction in which such event is held (e.g., the legal drinking age within such jurisdiction).

b. Prohibited Conduct. By participating in the PCS, you understand and agree that all of the following conduct is **strictly prohibited**:

- i. Using any injector, cheat, hack, third party software, third party hardware, or other instruments, tools, materials, or methods to obtain an unfair advantage over other users, including other Players, of the Game;
  - ii. Inappropriately pausing a PCS Game, as described in these Rules.
  - iii. Acting in an unsportsmanlike manner, including, without limitation: (A) taking inappropriate actions toward other Players, Team Captains, the community, Administrators, Hi-Rez personnel, or the general public, (B) taking inappropriate actions in a PCS Game such as “intentional feeding” or collusion, (C) constantly spamming emotes or other taunts in the Game, (D) verbally taunting another Team or Player, (E) sending inappropriate messages to another Player before, during, or after a PCS Game, or (F) spamming the “ping” tool in Game, including during a pause.
  - iv. Using or otherwise interacting with anyone on any other social media or interactive website whenever a PCS Game that you are participating in is being broadcast by Hi-Rez on a streaming platform for the first time, or beforehand if your use or interaction involves or in any way relates to a PCS Game that has not yet been broadcast by Hi-Rez as described herein.
  - v. Breaching or otherwise acting in non-compliance with any provision in any agreement that applies to you and Hi-Rez, including, without limitation, the Game’s End User License Agreement, Terms of Service and Use, etc.;
  - vi. Private messaging another Player during a PCS Game;
  - vii. Harassment or sexual harassment, disparagement, or any other behavior that makes another person feel unsafe or unwelcome.  
Communicating in any way with any other person other than members of the Player’s Team during a PCS Game.
- c. Interviews and Other Content. During each Phase, if an Administrator asks you to participate in an interview, whether video, oral, or written, or other additional content, you agree to make yourself available for such requests and to participate in the manner directed by an Administrator and using your best efforts.
- d. Multiple and Serious Offenses. If at any time in the previous five (5) calendar years, you are suspended for a total of six (6) or more calendar days or permanently banned by an Administrator, or similarly serious disciplinary action in any organized eSport, you shall not be allowed to participate in any Hi-Rez competition, event, or other organized eSport, including the PCS, unless you receive written permission from Hi-Rez’s lead eSports Administrator. As of the last amendment date for the Rules (listed at the top of the Rules), the lead eSports Administrator is Daniel “HiRezDan” McHugh.

## 2. PLAYER RESTRICTIONS.

a. **Restrictions.** Players may not participate in or otherwise be affiliated with more than one Team at any given time. Unless determined otherwise by an Administrator, each Player shall use the account name he or she held at the beginning of the Phase Term for the entire applicable Phase. Players shall not broadcast, livestream, or otherwise distribute footage from any PCS Games prior to said PCS Games being broadcast for the first time by Hi-Rez. With the exception of Facebook, any broadcasts or distribution of footage by Players through a streaming or video-sharing platform must be restricted to clips of thirty seconds or less.

b. **Scheduling.** Players must be available to play during the scheduled times provided to them by an Administrator. You understand and agree that each Team must field a complete roster no later than the scheduled start time for each PCS Game. Players may only create a PCS Game after an Administrator provides them with express permission to do so. Unless an Administrator approves otherwise, each Player shall participate in all PCS Games or other related events that the Player qualified for, subject to the other restrictions set forth in these Rules (e.g., maximum players in a PCS Game, etc).

c. **Mandatory Documents and Requirements.** Hi-Rez may provide Players with documents and other requirements at any time. Players must complete all such documents and other requirements, including final signature (where necessary), before the first week of each Phase Term or by such other time that is disclosed by an Administrator. Failure to do so may result in liquidated damages or other appropriate measures, including, without limitation, liquidated damages equal to ten percent (10%) of any compensation due and payable for each week that the Player has not completed his or her documents and other requirements, and/or the intentional withholding of all compensation due to anyone on the Team until all documents and other requirements by each Player are fulfilled or the non-compliant Players are removed from the Team.

## 3. TEAM CAPTAINS.

a. **Appointment and Responsibility.** Prior to the start of each Phase Term, all Players on a Team shall appoint one Player from amongst themselves to represent all Players on that Team. Such appointment shall be permanent for the remainder of each Phase. The Team Captain shall serve as the primary point of contact for Administrators to deliver any information related to the PCS or Team, including, without limitation: (i) roster information; (ii) LAN logistics, including, without limitation, required forms, travel accommodations, dietary restrictions, and other necessary information; (iii) Team availability; (iv) Team and/or Player information; and (v) any PCS communications. The Team Captain must be an authorized representative of the Team and have the requisite power and authority to execute and deliver agreements on behalf of the Team.

b. Team Assistants. Each Team Captain may designate a backup representative (the “Team Assistant”) should the Team Captain be unavailable due to unforeseeable or emergency circumstances, including events force majeure. To designate a Team Assistant, the Team Captain must provide written notice and confirmation to Hi-Rez’s lead eSports Administrator stating that the relevant individual may act as the Team Assistant on all matters except for roster changes. If a Team Assistant is required to act in the Team Captain’s place, he or she shall be responsible for all of the Team Captain’s duties until otherwise instructed by an Administrator.

c. Communication with Administrators. Team Captains shall be solely responsible for promptly updating Administrators with any information pertaining to their Teams, answering any Administrator requests applicable to their Teams, accounting for their Players, ensuring that Players are in the correct location(s) and available when necessary and appropriate, (including at LAN events), and owning any other responsibilities reasonably associated with being the primary point of contact for a Team. This includes, without limitation, the obligation to report the outcome of PCS Games with the proper “Match ID” in the relevant location customarily used for the PCS or as otherwise disclosed by an Administrator.

d. VOIP. Team Captains shall at all reasonable times be available to Administrators during each Phase Term and Matches using a voice-over IP solution or other communications software (the “Designated VOIP”) disclosed to the Team Captains by the Administrators. This information will be sent by email to each Team Captain.

i. If any Team Captain is not playing in a relevant PCS Game, then he or she must appoint a Player, approved by an Administrator, to be available throughout the duration of that PCS Game to relay any requested information using the Designated VOIP. This includes, without limitation, Champion picks, Champion bans, and pauses.

ii. Team Captains, Team Assistants (but only when acting as a Team Captain), and Players appointed as set forth above are the only non-Administrators allowed to use the Designated VOIP. Any other use of the Designated VOIP is strictly prohibited.

e. Team Roster. Team Captains shall submit their roster of Players before each Phase Term. If an Administrator fails to receive a roster from a Team Captain, that Team may be disqualified. Without limiting its other rights herein, Hi-Rez reserves the right to reject, at its sole and absolute discretion, any submitted roster on the grounds that one (1) or more Players are unacceptable to Hi-Rez.

f. Check-in Duties. For any LAN events a Team may qualify for out of PCS, Team Captains shall check-in their first roster and team name before the beginning of their

designated match time. All necessary items such as the Team Captain designation, Team logos and other marks, style guidelines, and other related materials must be provided at the time of check-in. If additional assets are requested by Hi-Rez, the Team Captain shall supply those materials promptly.

f. Ownership Restrictions. Each Team Captain may have an equity and/or financial interest in no more than one (1) Team during the PCS across all regions.

g. Sales. Team Captains may not sell, assign, transfer, or otherwise dispose of their placement in the PCS to third parties without the express written permission of Hi-Rez, which it may provide or withhold for any or no reason in its sole discretion. Any unapproved sale, assignment, transfer, or other disposition in violation of this section shall be void and ineffective. In addition, (i) any such sale, assignment, transfer or other disposition shall comply with any and all restrictions, terms, conditions, or other instructions provided by Hi-Rez, and (ii) a sale, assignment, transfer or other disposition typically will not be permitted to occur during any LAN event.

#### **4. FREE AGENTS.**

a. Definition. The term “Free Agents” means any individual who (i) meets the Player eligibility requirements set in these Rules, (ii) is not currently participating in the PCS as a Player, and (iii) is not subject to any restrictions which would prevent the individual from converting to a Player and joining a Team (e.g., roster lock restrictions, platform lock restrictions, etc.).

b. Recruitment and Eligibility. Free Agents are eligible to convert to Players if a Team agrees to recruit them; provided, however, an Administrator must approve the recruitment before it may take effect. Free Agents must meet all the eligibility requirements of a Player in order for an Administrator to approve the recruitment, and shall be subject to all the same rules and restrictions imposed on Players, including, without limitation, check-in rules, Player designations (e.g., “starters” vs “substitutes”), etc.

#### **IV. GAMEPLAY**

##### **1. REGISTRATION AND FORMAT**

###### **a. General**

i. Phases. Each Phase will start on a date published by Hi-Rez on the official eSports website, located at <<http://esports.paladins.com>> (the “Phase Term”). During each Phase Term, PCS Games will take place based on the schedule set by Administrators. You understand and agree that each Phase may involve multiple weeks, including

placement, group stage, and LAN events, and that you and your Team shall at all times comply with scheduling for each phase.

ii. Regions. PCS Games must be played on the appropriate servers. For example, if a PCS Game is between two Teams in North America, then it must be played on servers designated for North America users.

iii. Format. Teams will participate in a Match format announced by Hi-Rez prior to the beginning of a Phase.

iii. How to Create a PCS Game. PCS Games may only be created upon the instruction of an Administrator, who must remain present for the entirety of each PCS Game. If an Administrator is not present, you agree to promptly report such issue to Hi-Rez, including sufficient detail for Hi-Rez to investigate the allegation. Each PCS Game must be created with the following requirements:

- i. the name must be set as determined by the Team creating the PCS Game;
- ii. the password must be set as determined by the Team creating the PCS Game;
- iii. the region must be set appropriately;
- iv. the pick method must be set to 'draft' on the "Competitive" game mode;
- v. party size must be set to five (5) versus five (5);
- vi. the 'Allow Spectators' feature must be set to 'ON'.

iv. Online Matches. At the beginning of the Phase Term, there will be an online format where the Teams in each region will play each other in a single-elimination bracket. Thereafter, based on the standings at the end of the online bracket, select Teams will qualify for the Advance Phases. The online bracket may be played as a LAN event at Hi-Rez's discretion.

v. Forfeit. No Player will receive credit for any PCS Game where a Player from Team forfeits the PCS Game.

vi. Advance Phases. After the online bracket during a Phase Term, the Teams that qualify for the Advance bracket based on performance in the online phase will play each other in a format announced by Hi-Rez prior to the beginning of the Advance Phases. By default, the Advance Phases will be played as online events, but might change at Hi-Rez's sole discretion.

b. Bugs in PCS games.

i. Bugs. Without limiting other provisions in the Rules, if a “game breaking” Bug is known or discovered, you understand and agree that Administrators may impose additional restrictions on you at any time, including before or during any PCS Game. “Bug” means a bug, defect, error, flaw, fault, or other failure of the Game to perform in accordance with documentation, specifications, requirements, developer expectations, reasonable player expectations, or as described (excluding typographical errors).

ii. Bug Reporting. You must promptly report any (i) Bugs found during a PCS Game at the end of such PCS Game; and (ii) Bugs that you become aware of at any time. Any Player found to be exploiting or using any Bug(s) which either are known to said Player or should have reasonably been known to said Player will be immediately disqualified from the PCS.

iii. Limited Disclaimer. HI-REZ AND ITS RESPECTIVE SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, PROFESSIONAL ADVISORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND AGENCIES WILL NOT BE RESPONSIBLE FOR: (I) ANY LATE, LOST, MISROUTED, GARBLED, OR DISTORTED OR DAMAGED TRANSMISSIONS; AND (II) TELEPHONE, ELECTRONIC, HARDWARE, SOFTWARE, NETWORK, INTERNET, OR OTHER RELATED MALFUNCTIONS OR FAILURES. Hi-Rez reserves the right to reschedule any PCS Games based on such technical issues to another date and time, which an Administrator will share with the affected Players and Teams.

## 2. IN-GAME PROCEDURES

a. Game Mode. Players will be competing in the Competitive Siege game mode. The final outcome of each PCS Game is determined when one Team obtains the point limit of 4 points, or is disqualified.

b. Turn Preference, Picks and Bans. The process of picking and banning Champions in each PCS Game between two competing Teams will be as follows:

i. With the exception of the Advance Phase, all Teams will be randomly seeded. The Team with the higher seed, or the Team selected by the game client, starts with the right to select whether to draft its Champions first or second (the “Turn Choice”) in the first PCS Game. In the second PCS Game, the lower seed will have Turn Choice. The loser of every subsequent PCS Game between those same Teams will then have Turn Choice.

ii. For the purposes of this section, the Team to first draft its Champions will be referred to as “Team A” and the other Team will be referred to as “Team B”. In chronological order:

- Champion ban order will be first all of Team A's bans followed by Team B's bans; and
- Champion pick order will be:
  - 1 Champion pick for Team A
  - 2 Champion picks for Team B
  - 2 Champion picks for Team A
  - 2 Champion picks for Team B
  - 2 Champion picks for Team A
  - 1 Champion pick for Team B

c. Client Picks. All picks and bans must be executed through the automated process with the Game client, and any use of chat or other alternative methods to conduct picks and bans is strictly prohibited, picks and bans may not commence until an Administrator is present.

d. Ban Forfeit. If a Team fails to ban one or more Champions during the allotted banning time, then that Team forfeits its right to those bans.

e. Pick Forfeit. If a Player fails to pick a Champion during the allotted picking time, then the Team Captain for that Player's Team shall immediately contact an Administrator and explain, in sufficient detail, the cause for the Player's failure to pick a Champion during the allotted time. Thereafter, the PCS Game may be remade at the instruction of an Administrator, at their sole and absolute discretion. Typically, each Team may be allowed no more than one (1) remake per Match due to a failed pick, and any prior remakes must have been unrelated to Champion picks or been the result of unforeseeable circumstances outside of the non-picking Team's control (e.g., events force majeure). You understand and agree that you or your Team may be subject to liquidated damages or other measures for repeated use of this subsection, and that this subsection should be triggered under exceptional circumstances only.

f. Punctuality. Each PCS Game must start within one minute of an Administrator's request. You must contact an Administrator proactively if, for whatever reason, your PCS Game is unable to start within the one-minute period.

g. Delay of Game. Unless instituted by an Administrator, any delay of a PCS Game is strictly prohibited. It is the Player's responsibility to communicate with their Team, and Team Captain's responsibility to communicate with Administrators about any actual or foreseeable delays.

e. Disconnects.

i. If a Player fails to load into a PCS Game or disconnects during a PCS Game where no Champions have been defeated and the timer inside the Game reads ten (10) seconds after the spawn gate opens then either Team may request a remake of the PCS Game, subject to Administrator approval in its sole and absolute discretion. Until an Administrator approves the remake, Players are expected to continue playing the non-remade PCS Game. Each Team may receive up to one (1) remake each Match, unless otherwise agreed by an Administrator.

ii. If a Player disconnects during a PCS Game and does not meet the criteria set forth in the preceding subsection, then there will be no remake remedy available unless an Administrator determines otherwise in their sole and absolute discretion.

iii. If a remake occurs pursuant to subsection (i), then the Team affected by the disconnect may use a checked-in “substitute” Player. While the picks and bans must remain the same, Players on the same Team may exchange picked Champions amongst themselves.

## 2. GAME RESTRICTIONS

### a. Discretionary Content Ban.

- The Champions, Items, Skin Sets, cards, mounts, or other Game content (“Virtual Content”) set forth on **Exhibit 1** of these Rules, attached hereto and incorporated herein, are banned in PCS and may not be used in any PCS Games. For the avoidance of doubt, no component of a Skin Set that has either been set forth in Exhibit 1 or otherwise banned as set forth in these rules may be used, including but not limited to head, body, weapon, and voice pack parts.
- Virtual Content may be banned by an Administrator at any time, in their sole discretion, either orally or in writing. Players may be notified of such content bans at the earliest convenience of an Administrator. An Administrator’s notice to a Team Captain shall be sufficient under this subsection.

b. Player Names. Players shall not change their names in the Game at any time without advance written permission from an Administrator. If a Player name is deemed inappropriate (by the sole discretion of an Administrator,) Player must change their name, incurring all expenses, before they may compete again.

c. Team Identifying Marks. Teams shall not change their names, tags, insignia, logos, trademarks, or other identifying characteristics without advance written permission from an Administrator. If applicable or required by an Administrator, the Team’s Players must be properly tagged during PCS Games.

d. Inappropriate Assets. Hi-Rez reserves the right to deem any names, tags, insignia, logos, trademarks, or other identifying characteristics used by you or your Team as inappropriate. If any material is deemed inappropriate, you or your Team shall immediately remove the applicable material and replace it with material that an Administrator approves in writing. Any cost associated with changing inappropriate names, tags, insignia, logos, trademarks, or other identifying characteristics shall be your or your Team's responsibility.

### **3. ROSTER AND SUBSTITUTION RULES.**

a. Each Team is required to have (i) a roster that includes at least five (5) Players who are all registered inside the Game, and (ii) at least five (5) Players who are able and ready to play at all times when a PCS Game for that Team is scheduled.

b. Each Team must submit its roster, using its Team Captain and in the same format as set forth in Section 5.3(e), each week during the Phase, which shall include all starting Players for that week and all substitute Players that may be used during that week.

c. Teams shall check-in at least six (6) Players each week, but no more than eight (8) Players in any given week. Among those Players, five (5) must be designated as "starters" and at least one (1) must be designated as a "substitute."

a. Hi-Rez may elect to collect this information through an automated form.

e. Administrators may, at their discretion, implement a Hard Roster Lock. "Hard Roster Lock" means a duration, specified by an Administrator, where any Player who plays at least one (1) PCS Game for a Team shall be restricted to playing only with that Team until the set duration expires. Without limiting the foregoing, you understand that a Hard Roster Lock is customarily active once a Team qualifies to advance to the next Phase.

### **4. SETUP TIME.**

a. "Setup Time" means the time before or between PCS Games.

b. During Setup Time, every Player on each Team must: (i) be available for any communication requests from Administrators; (ii) properly test and ensure that all hardware and software that the Player will use is working without any material defects or other issues; and (iii) attend to any personal needs promptly and before expiration of the Setup Time, including reasonable restroom breaks, food, beverages, etc.

### **5. PCS GAME PAUSES**

- a. There is a pause system built into the Game which, when activated, will freeze time for all Players in a particular Game instance. The pause system may only be used for the following reasons: (i) a Player has disconnected from the PCS Game due to no fault of that Player's own actions; (ii) a Player is experiencing technical malfunctions related to hardware or software; or (iii) a Player is experiencing sudden and severe illness.
- b. The pause parameter is not a replacement for Player judgment. Hi-Rez reserves the right to evaluate any pause, including whether it is an inappropriate pause in breach of these Rules, in its sole and absolute discretion.
- c. If there is a pause during a PCS Game, each Team Captain shall immediately notify an Administrator of the pause, the exact time it occurred, and the perceived or actual reason for the pause depending on whether the pause originated from that Team Captain's Team. Thereafter, no Player in that PCS Game may remove the pause (i.e., resume the PCS Game) until an Administrator has cleared that all Players are ready and the PCS Game may continue.
- d. Subject to the restrictions set forth herein, each Team may pause a PCS Game up to a maximum of one time on their own Team's behalf. Each pause's duration shall be restricted to a maximum of three (3) minutes. If a Team's pause is being used to resolve a problem and the duration is almost complete, the Team Captain may inform an Administrator that the problem is taking longer than usual to resolve.
- e. Inappropriate pauses are strictly prohibited. Any pause during a PCS Game at a moment that an Administrator determines is key or involves a combat engagement between Players such that the pause may provide a Team with an advantage or perceived benefit, the Team who initiated the pause may be required to forfeit the PCS Game, regardless of which Team would have benefited, in addition to any other liquidated damages or other measures assessed to your actions. For the avoidance of doubt, pauses for the opposing Team are also prohibited.

## 6. DISPUTES

- a. Definition. The term "Dispute" means any disagreement, controversy, claim, or other issue arising out of or relating to the PCS that is between any one or more of the following parties: Players, Team Captains, and/or Teams ("Disputing Parties")
- b. Negotiation. In the event of a Dispute, Hi-Rez may require the Disputing Parties to meet and negotiate a resolution in good faith.
- c. Mediation; Right to Resolve Disputes. If the Disputing Parties cannot resolve the issue amongst themselves, Hi-Rez may require the Disputing Parties to, in good faith, settle the Dispute by mediation led by an Administrator. If a resolution is not reached within seven (7) calendar days, Hi-Rez may resolve the unresolved Dispute as Hi-Rez deems

appropriate in its sole and absolute discretion. Hi-Rez's decision shall be final and binding upon the Disputing Parties.

c. Temporary Freeze. As a condition precedent to settlement or a final and binding decision by Hi-Rez, the Disputing Parties shall continue to perform and participate in the PCS as if no Dispute had occurred. If you fail to comply with this subsection, it will be deemed a waiver of your rights under these Rules and Hi-Rez may immediately issue a final and binding decision, in its sole and absolute discretion.

## **7. RULES VIOLATIONS.**

a. Liquidated Damages. If Hi-Rez or an Administrator determines you are in breach of any provision of these Rules, you or your Team may be subject to liquidated damages, the amount of which shall be determined by Hi-Rez or an Administrator without the opportunity to appeal. Furthermore, you understand and agree that Hi-Rez reserves the right to deduct, divert, withdraw, or set-off the full amount of any liquidated damages assessed to you from any compensation Hi-Rez may owe to you, now or in the future. You shall, upon Hi-Rez's request, promptly take such action and/or provide any such authorizations, consents, instructions, or other documentation, which may be required in furtherance of the foregoing.

b. Other Measures. If Hi-Rez or any Administrator determines you are or may be in breach of any provision of these Rules, you or your Team may be subject to disciplinary action at Hi-Rez's or the Administrator's sole discretion, including, without limitation, disqualification, suspension, forfeiture of any and all compensation associated with the PCS or Game, loss of Champion bans, loss of pause time, prohibition from attending future Hi-Rez events, loss of your Game account, etc. You shall, upon Hi-Rez's request, promptly take such action and/or provide any such authorizations, consents, instructions, or other documentation, which may be required in furtherance of the foregoing.

## **8. RULES DISCLAIMER.**

The names of individuals, groups, companies, products, and services mentioned herein, and any corresponding likenesses, logos, and images thereof reproduced herein, have been used for identification purposes only and may be the copyright properties and trademarks of their respective owners. The mention of any person, or the inclusion of a product or service as compensation, does not imply any association with or endorsement by such person and, unless otherwise indicated, no associated or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Hi-Rez's or an

Administrator's failure to enforce any of these Rules will not constitute a waiver of that provision.

All rules are subject to an Administrator's sole and absolute discretion in interpretation. Hi-Rez reserves the right to modify, add, or delete any provision of these Rules at any time, without prior notice, and for any reason. These Rules will be governed, construed, and interpreted under the laws of the State of Georgia, United States of America. Unless otherwise stated, all decisions made by an Administrator pursuant to these Rules are final and binding upon all applicable parties. If you do not agree with all of the rules and stipulations listed above, you may not participate in the PCS. By requesting entry into the PCS, you represent and warrant to Hi-Rez that you have read, understand, and agree to these Rules, and promise to act in compliance with these Rules at all times.

## **9. LANGUAGE**

Any translated version of the rules is provided for convenience. In the event of any conflict between a translated version and the English version, then the English version, as updated from time to time by Hi-Rez, will control.

## **EXHIBIT 1**

**SKIN SETS.** No component of the following Skin Sets may be used

- **Any Mastery Skin Set**
- **Pumpkin Bomb King Skin Set**
- **Bewitching Evie Skin Set**

This Exhibit 1 is not exhaustive and may be subject to change at any time, subject to Hi-Rez's sole discretion.

**[THE REST OF THIS EXHIBIT LEFT INTENTIONALLY BLANK]**

## Paladins Tournament Rules

### Paladins Console Series ADDENDUM

Last updated on October 17, 2017.

#### 1. TERMS OF AGREEMENT

PLEASE READ THESE SUPPLEMENTAL RULES CAREFULLY BEFORE ACCEPTING THE FOLLOWING TERMS AND CONDITIONS. PARTICIPATION IN THE TOURNAMENT IS CONDITIONAL ON YOUR AGREEMENT AND COMPLIANCE WITH ALL THE TERMS AND CONDITIONS PROVIDED IN THESE SUPPLEMENTAL RULES IN ADDITION TO THE GENERAL RULES REFERENCED BELOW.

This **Paladins Console Series** Addendum (“Supplemental Rules”) supplements and amends the terms and conditions of the **Paladins Console Series** (“PCS”) Tournament Rules (for the purposes of these Supplemental Rules, the “General Rules”) between you as a participant (“You” or “Your”) and Hi-Rez Studios, Inc. (“Hi-Rez”). These Supplemental Rules are to be read and construed with the General Rules as a single contractual agreement. Capitalized words used in these Supplemental Rules have the same meaning assigned to them in the General Rules unless otherwise expressly indicated in these Supplemental Rules.

In the event of any inconsistency between these Supplemental Rules and the General Rules, the Supplemental Rules shall control unless otherwise expressly indicated.

#### 2. ADDITIONAL ELIGIBILITY FOR PARTICIPATION.

In addition to the eligibility provisions outlined in **Section 3** of the General Rules, Teams must also pre-register or register online by visiting PaladinsWorld Discord channel at [discord.gg/Paladinsworld](https://discord.gg/Paladinsworld) to be eligible to participate in the **Paladins Console Series**.

Up to 128 Teams may register per console and per region and per Phase. Registration is on a first-come first-serve basis. Overflow Teams will not be eligible to participate.

#### 3. RESTRICTIONS ON PARTICIPATION

Players may compete in both PCS and Paladins Global Series (“PGS”), but may not compete in both tournaments during the same Phase. For the purposes of clarification, Players may participate in PCS and PGS for multiple Phases, provided that they are only active in one Phase (across both PCS and PGS) at a time.

#### 4. GENERAL INFORMATION

a. The Paladins Console Series will start October 21, 2017 and will continue for 12 months until **October 31, 2018**. and will consist of four week phases of gameplay (each, a “Phase”) to be played Saturday or Sunday of each week (each, a “Week”). Each Phase will consist of the following weekly single elimination rounds:

- i. Week 1: top four (4) teams, seeds #1-4, qualify for finals;

- ii. Week 2: top two (2) teams seeds #5-6, qualify for finals;
  - iii. Week 3: top two (2) teams, seeds #7-8 qualify for finals; and
  - iv. Week 4: Advance Phase - qualified 8 teams, seeds #1-8, play final rounds.
- b. During Week 1, Seeds 3 and 4 will be determined by one match determining the 3rd place team (“Bronze Match”).
  - c. The game format will be **Competitive Siege**.
  - d. The Phase beginning in October will only consist of two (2) weeks of practice games (“Test Games”), where teams will not qualify for any final matches, but will still receive prizing to be determined and announced by Hi-Rez before the Test Games begin.
  - e. The Phase beginning on November 3, 2017 and concluding November 25, 2017 will serve as a qualifier for the Paladins Console World Championship (“PCWC”), to be held at Hi-Rez Expo from January 5-7, 2018 in Atlanta, GA. Players who qualify for the PCWC must be eligible to travel to the United States. Hotel and travel expenses will be paid for by Hi-Rez. For the avoidance of doubt, no other Phases will serve as qualifiers for PCWC.

## 5. REGISTRATION AND FORMAT OF QUALIFYING ROUNDS

- a. Players who wish to compete in the **Paladins Console Series** can pre-register online by visiting PaladinsWorld Discord channel at [discord.gg/Paladinsworld](https://discord.gg/Paladinsworld).
- b. With the exception of semi-finals and Advance Phase, the format of all rounds will be a single elimination bracket, with each match being a best-of-3. Top teams will advance to the next round based on seeding and in accordance with Section 4(a) above.
- c. The format of the semi-finals and Advance Phase rounds will be a single elimination bracket with each match being a best-of-5.
- d. Teams will acquire points each week for soft-seeding and Crystal rewards as set forth below:

PLACEMENT	POINTS
1 <sup>st</sup> Place	100 points
2 <sup>nd</sup> Place	60 points
3 <sup>rd</sup> Place	40 points
4 <sup>th</sup> Place	25 points
5 <sup>th</sup> – 8 <sup>th</sup> Places	10 points
9 <sup>th</sup> – 16 <sup>th</sup> Places	5 points
17 <sup>th</sup> – 32 <sup>nd</sup> Places	2 points

## 6. TOURNAMENT INFORMATION

- a. All Players must be available to compete at the following game times:

EU	
<b>Check-in: Fridays</b>	
10:00 am. (4:00p CEST) to 11:00am EDT (5:00p CEST)	
<b>Game time: Fridays</b>	
11:00am EDT (5:00p CEST)	
NA	
<b>Check-in: Saturdays</b>	
1:00pm (7:00p CEST) to 2:00pm EDT (8:00p CEST)	
<b>Game time: Saturdays</b>	
2:00pm EDT (8:00p CEST)	

- b. If a Player fails to check in prior to five (5) minutes before the beginning of that Player's first game of the match, that Player will be disqualified and may be replaced at Hi-Rez's discretion.
- c. Players are prohibited from using keyboard and mouse adapters ("Adapters") during any games played in the Paladins Console Series. **Adapters are strictly prohibited and violating Players are subject to immediate disqualification, removal from the PCS, and removal of any of said Player's LAN qualifications, including those outside the PCS.**
- d. Players may be eligible to receive monetary prizes, as set forth in Section 7, based on final winning placements.

## 7. PRIZING

- a. Qualifying Week Prizing.
  - i. The top 4 teams for each qualifying week (Weeks 1,2 & 3) will be eligible to win crystals in the following amounts:

PLACEMENT	CRYSTALS
1 <sup>st</sup> Place	800 crystals per Player <sup>1</sup>
2 <sup>nd</sup> Place	600 crystals per Player
3 <sup>rd</sup> Place	400 crystals per Player
4 <sup>th</sup> Place	400 crystals per Player

For the purposes of clarification, only Players which are registered on a Team's main roster are eligible to receive crystal prizing.

- ii. Teams that do not place into the top 4 teams may receive crystal prizing, for each qualifying week, depending on that Team's cumulative point total, in the following amounts :

POINTS	CRYSTALS
--------	----------

<sup>1</sup> What if they have a sub or additional players? Is this limited to players who actually play?

10 points	150 crystals per Player
5 points	75 crystals per Player
2 points	25 crystals per Player

For the purposes of clarification, only Players which are registered on a Team’s main roster are eligible to receive crystal prizing.

iii. All crystals will be paid out after the end of each Phase.

b. Finals Week Prizing.

i. For the qualifying eight (8) teams competing in Week 4 of each Phase for each Region and console, the teams will be eligible to win the following amounts, to be divided among the players at the teams’ discretion:

PLACEMENT	PRIZING
1 <sup>st</sup> Place	\$ 1500.00 U.S. Dollars
2 <sup>nd</sup> Place	\$ 1000.00 U.S. Dollars
3 <sup>rd</sup> Place	\$ 750.00 U.S. Dollars
4 <sup>th</sup> Place	\$ 500.00 U.S. Dollars
5 <sup>th</sup> Place	\$ 250.00 U.S. Dollars + 500 Crystals per player
6 <sup>th</sup> Place	\$ 250.00 U.S. Dollars + 500 Crystals per player
7 <sup>th</sup> Place	\$ 250.00 U.S. Dollars + 500 Crystals per player
8 <sup>th</sup> Place	\$ 250.00 U.S. Dollars + 500 Crystals per player