

**“COUNT DOWN TO NVISION 08”
TOURNAMENT
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. Eligibility: “COUNT DOWN TO NVISION 08” Tournament is open only to legal residents of the fifty (50) United States, the District of Columbia and Canada who are at least eighteen (18) years old at the time of entry. Employees of MTVN, Inc., NVIDIA Corp., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Tournament is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Tournament. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. How to Enter:

To be eligible to win a Prize, you must do the following:

Enter a skill based COUNT DOWN TO NVISION 08 Tournament (<http://nvision.xfire.com>) and follow the official tournament rules & guidelines for your respective game.

Competition games include, Team Fortress 2 & Call of Duty 4.

3. Notification of Winners.

If a potential winner cannot be reached after a reasonable effort has been exerted, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules, or if his/her prize or prize notification is returned as undeliverable or is otherwise not claimed within fifteen (15) days after date of the delivery of notification, such potential winner will be disqualified and an alternate potential winner may be selected by random drawing for the Event at issue in the organizer’s sole discretion.

4. Prizes: Prizes are non-transferable and no substitution will be made except as provided herein in the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are

responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

Tournament Prizes:

CALL OF DUTY 4

1st PLACE PRIZE PACKAGE

- FIVE (5) PNY 8800 GT
- FIVE (5) Free Admission passes to GeForce LAN at NVISION
- FIVE (5) Free Tickets to the Video Games Live concert in San Jose, CA on August 26th
- Top 8 seeding at GeForce LAN

2nd PLACE PRIZE PACKAGE

- FIVE (5) PNY 8500 GT
- Top 8 seeding at GeForce LAN

TEAM FORTRESS 2

1st PLACE PRIZE PACKAGE

- SIX (6) BFG 9600 GT OC
- SIX (6) Free Admission passes to GeForce LAN at NVISION
- FIVE (6) Free Tickets to the Video Games Live concert in San Jose, CA on August 26th
- Top 8 seeding at LAN

5. Release: By receipt of any prize, each winner agrees to release and hold harmless Xfire Inc., MTV Networks, Inc., Activision Publishing, Inc., Activision Publishing, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Tournament or receipt or use or misuse of any prize.

6. Publicity: Except where prohibited, participation in the Tournament constitutes

winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

7. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Tournament, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Tournament, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Tournament or to be acting in violation of these Official Rules or those of any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Tournament may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Tournaments; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Tournaments; (4) technical or human error which may occur in the administration of the Tournaments or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Tournaments or receipt or use or misuse of any prize. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Tournaments, provided that, if it is not possible to award another entry due to discontinuance of the Tournaments, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

9. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Tournament or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Tournament, but in no event

attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Tournament, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

10. Entrant's Personal Information Entrants' information will be used in accordance with Sponsor's Privacy Policy, available at http://www.xfire.com/privacy_policy/.

By entering this contest you consent to Sponsor, its promotional agencies and contest judges storing and using the personal information you submitted with your entry for the purpose of administering the contest

**"COUNT DOWN TO NVISION 08"
Tournament
ABBREVIATED RULES**

1. Abbreviated Rules for Online Ads – Banner

NO PURCHASE NECESSARY. To enter and for Official Rules, visit: <http://nvision.xfire.com/>.

2. Abbreviated Rules for Online Ads – Not a Banner

NO PURCHASE NECESSARY. Open to legal residents of the 50 United States (D.C.) and Canada 18 years or older. To enter and for Official Rules, including odds and prize descriptions, visit: <http://nvision.xfire.com/>. Void where prohibited.