

Terms of Service

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Updates in this version

- Initial Birth

Welcome to “Monday Night Hunts”

Monday Night Hunts (Hereby referred to as “MNH”) provides esports competitions for players of the gaming community to compete for monetary prizes in electronic games (the “Service”). This Service includes the “Bayou Bowl” and all other competitions sponsored by MNH as further described on <https://bayoubowl.gg> (Also <https://MNH.gg>). This service is provided by MNH (hereby referred to as “we”, “us”, “our”, “company”), running as a Sole Proprietorship with no affiliations. This User Agreement (“Terms”) and [MNH’s Privacy Policy](#) (this “Agreement”) applies to all Users of the Service (collectively or individually, “Users”, “User” or “you”).

BEFORE USING THE SERVICE, PLEASE READ THIS AGREEMENT CAREFULLY. BY CREATING AN ACCOUNT YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN PLEASE DO NOT REGISTER FOR AN ACCOUNT. IN WHICH CASE YOU WILL NOT BE ABLE TO USE THE SERVICE.

1. General terms

1. The terms and changes

1. By registering to the Service and/or accessing or using it, you acknowledge that you have understood and agree to these Terms. These Terms provide a written and binding contract between you and MNH. The Terms apply whenever you access the Service on any device.
2. MNH may make modifications to these Terms at any time (“Changes”). When Changes are made, we will ask for you to renew your agreement, if required, and provide you with written notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending you an email. Changes will be effective: (i) thirty (30) days after the Company provides written notice of the Changes or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of these Terms incorporating the Changes, whichever comes first. If you do not wish to continue using the Service under the new version of the Terms, you will no longer be able to access the Service. You may terminate the Terms by contacting us via our support email: contact@mnh.gg.
3. The actions and decisions of MNH are considered to be taken by MNH alone. No other organization or company may be held liable for actions taken on by MNH.

This includes, but is not limited to, third-party game developers, MNH sponsors, and any members of MNH staff and volunteers.

2. Use of the Service by Adults

1. When you use the Service, you warrant that you are of the legal age of majority in your government's jurisdiction, (ii) are not barred from entering a binding contract under any applicable laws, and (iii) have the power to register for a User Account and participate in the Service.

3. Use of the Service by Minors

1. The Service is not available to any persons under the age of 13. If you are between the ages of 13 and the age of legal majority in your jurisdiction of residence, you are only allowed to use the Service under the explicit permission and supervision of your parent or legal guardian who agrees to be bound by these Terms.
2. By registering to the Service and/or accessing or using it, you guarantee that you are at least 13 years of age and that your parent or legal guardian agrees to be bound by these Terms.

4. User Account

1. You may only possess and have access to one (1) user account.
2. You may not transfer your User Account to anyone else nor allow anyone else to use your User Account.
3. You may not use the User Account of another User, even with their permission.
4. When creating an account, you guarantee that the information you provide upon registration, and at all other times, will be true, accurate, current, and complete. You also agree that you are of legal age to use the Service.
5. For further information on what Personal Data MNH collects and how it is used, read out Privacy Policy at <http://privacy.mnh.gg/>.

5. Password

1. When creating an account, you will be required to set an account password.
2. As you are responsible for all activities that occur on your account, whether accessed by you, or anyone else. Your password should be kept confidential. You are solely responsible for maintaining the confidentiality of your password and you agree to accept responsibility for all activities that occur under your User Account. If you have reason to believe that your User Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), you will immediately notify us via our support email: contact@mnh.gg.

6. User communication

1. You consent to receive communications from us electronically. We will communicate with you via email or the Service. You agree that all communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2. Use of the Service

1. We reserve the right to update, change, or discontinue features of the Service at any time at its sole discretion and without notice to you. If you do not want to accept such a change, you are no longer authorized to use the Service.
2. We may, with or without notice to you: (i) modify, suspend, or terminate your access to the Service in compliance with these Terms; and (ii) interrupt the operation of the Service as necessary to perform maintenance.
3. MNH may suspend and/or close any User Account for violation, or suspected future violation, of these Terms, at any time without notice. If MNH believes you have violated these Terms or if you have violated these Terms, MNH has the right to determine that your winnings, if any, will be forfeited.
4. Any User engaging in behavior on or off the Service which could reasonably be expected to be detrimental to the image or reputation of MNH, as deemed by MNH, will be subject to immediate action by MNH which may include, without limitation: immediate termination User's access to the Services for a period of time deemed necessary by MNH. This behavior may include, but is not limited to:
 1. violence or threats of violence toward any person
 2. unlawful or unethical actions or threats of such actions toward another person or animal as deemed by MNH
 3. unprofessional conduct as deemed by MNH
 4. dishonesty
 5. any other action as deemed by MNH to be harmful to the reputation and/or image of us or the Service.

3. Compliance with laws

1. You are responsible for complying with all applicable laws in your applicable jurisdiction. Your participation in the Service is at your own risk, and you agree not to hold MNH responsible or liable if applicable laws restrict or prohibit your access or participation.
2. MNH makes no assertions or assurances as to the legality of your use of the Service, nor can MNH representatives and employees make such assertions or assurances.

4. Indemnification of MNH

1. The User acknowledges and agrees that MNH leaves no assertions or assurances regarding the Service quality, safety, reliability, or availability. The User acknowledges and accepts that use of the Service is at the user's own risk and that MNH is not responsible for any consequential damages arising out of the use of, or the failure to use, the Service.
2. The User agrees to indemnify and hold MNH and each of their employees, contractors, suppliers, and partners harmless from any claims, losses, damages, liabilities, costs, and expenses, arising out of or relating to the User's use or misuse of the Service, breach of these Terms or violation of the rights of any other person or entity, except solely to the extent any of the foregoing arising out of the willful misconduct or gross negligence of MNH.

5. Privacy Policy

1. MNH's Privacy Policy, found at <http://privacy.mnh.gg/>, is hereby incorporated into this Agreement. Please read this notice carefully for details relating to the collection, use, and disclosure of your personal information.

6. Prohibited Uses of the Service

1. You may not use the Service for any illegal activity, or any activity prohibited by these Terms. This includes situations in which access or use of the Service violates sanction agreements or other local laws.
2. You may not use the Service in any manner that, in MNH's sole discretion, could damage, disable, overburden, impair, or interfere with any other party's use of the Service. This includes malicious software attacks, DDoS, worms, or threats of the aforementioned.
3. Any User who engages in, participates in, displays behavior that may be interpreted as, or threatens, in MNH's sole discretion, unfair methods in participating in the Services will be subject to immediate action by MNH which may include, without limitation: (i) immediate termination User's access to the Services for a period of time deemed necessary by MNH; (ii) forfeiture of all winnings that the User may otherwise have been entitled to receive.
4. You may not attempt to gain unauthorized access to the Service, or any part of it, on any accounts other than your one permitted User account.
5. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service. By agreeing to these Terms, you agree to never modify nor attempt to modify the Service in any manner.
6. The User must, at all times, observe the highest standards of personal and professional integrity. Unprofessional or unethical behavior is at the sole discretion of MNH and may result in, but not limited to (i) termination of the User's access to the Service for a period of time deemed necessary by MNH; (ii) forfeiture of all winnings that the User may otherwise have been entitled to receive.

7. Users are prohibited from influencing or manipulating, whether intentional or unintentional, a third-party video game in order to gain an unfair or otherwise relevant advantage as determined by MNH and its staff. This includes but is not limited to, (i) Cheating in any form; (ii) abusing any bug or exploit; (iii) any violation of official tournament rules; (iii) use of 3rd party programs to manipulate scores or other relevant statistics as determined by MNH.
8. More examples cheating include:
 1. radar hacks, ESP, and/or Wallhacks
 2. speed hacks
 3. aim hacks
 4. hitbox manipulation
 5. Editing of game files
 6. use of macros
 7. Use or distribution of non-prescription, performance-enhancing drugs
 8. stat-manipulation or falsifying scores
 9. the malicious use of multiple game accounts while participating in MNH sanctioned events
 10. account sharing (letting another User play on your account)
 11. using bugs or exploits to gain an unfair or otherwise relevant advantage over other Users
 12. any third-party software or tool that can reasonably give an unfair advantage and is not expressly allowed by the game's original publisher. Examples of third-party software includes, but is not limited to, sound filtering, sound compression, color filtering, color manipulation, or other rendering software.
 13. any action to intentionally or unintentionally alter or attempt to alter the playing conditions or the results of any game or match or attempts to interfere with another User's connection to the game service through Distributed Denial of Service (DDoS) or any other means.
 14. Intentionally or unintentionally breaking any rules from the official rules of the current competition. These rules shall be made available to each User before the start of the competition and it is the sole responsibility of the User to read and thoroughly understand these rules.
 15. Any action, whether intentional or unintentional, that MNH deems to give an unfair or otherwise relevant advantage to the User or their team.

If you have any questions or concerns about behaviors that constitute cheating, please contact us at contact@mnh.gg.

9. MNH reserves the right to declare void any winnings related to cheating or other actions outlined above.
10. Users are prohibited from engaging in harassment or discrimination on the Service based on race, color, religion, gender, national origin, age, disability, sexual orientation, or any other status or characteristic protected by law.
11. Should you become aware of any users violating any rules outlined in these Terms, by agreeing to these terms, you agree to disclose this information to MNH via email or Direct Message to an MNH staff member.

7. Participation in competitions

1. All competitions will be governed by these Terms along with any specific rules applicable at the time of the competition's start. The specific ruleset for each competition will be available by at least the start of that competition on our website (<https://bayoubowl.gg>). Such rules may be, but are not limited to, duration of the competition, scoring, distribution of prizes, etc. When you enter a competition, you acknowledge that you have read and understood in full all the Terms and rules regarding the competitions offered by MNH as stated in the Service and in these Terms.
2. Where there is a suspicion of a violation of any rule, MNH retains the right to void the competition and refuse to pay out winnings. MNH also retains the right to take any further action to protect its legitimate interests and to comply with other laws and regulations.
3. MNH retains the right to deny a user from entering any competition without providing any reason.
4. The list of competitions, their status, and details are available to the User on the Service after login. Any errors or mistakes regarding the details of a competition will not influence its validity.
5. Should a competition that has a set number of participants according to its rules not reach full participation, winnings will be calculated on the accepted amount and number of participating users only.
6. MNH calculates the prize pools and other winnings related to competition winners. Unless proved otherwise, these amounts are considered as final and are deemed to be accurate.
7. Should MNH become aware that a User has entered or participated in competitions using an account other than their own single account, all competitions and results, as well as winnings will be voided. MNH retains the right to take further action as deemed appropriate and necessary.

8. Communication errors do occasionally happen. Competition results are confirmed only when all results of competition are secured in MNH databases.
9. Winnings will be paid to applicable competitors after competition results are confirmed. Winnings are determined in official competition rulesets and may change at any time before the beginning of the competition.

8. Winnings & Payouts

1. Users that are eligible for prizes after the conclusion of a competition will be reached out to by private message in Discord, by the email associated with the User account, or both in order to discuss the best methods of payment. These conversations will be recorded for use solely by MNH for record keeping and quality assurance.
2. When a transaction method has been approved by both the User and MNH, the applicable funds will be transferred within 14 days. The transaction of funds will be confirmed by MNH via an official receipt from the payment platform of use at the time.
3. Any winnings from competition or otherwise do not necessarily reflect the end value of the funds received. Prize winnings do not include taxes, transfer fees, or any other fees associated with the transaction. This means that the dollar amount outlined in the official tournament rules may not reflect the exact amount received if received by the User.
4. The User is responsible for reporting earnings from MNH sanctioned events to their local governing body as applicable by law.
5. If you are between the ages of 13 and the age of legal majority in your jurisdiction of residence, you are not eligible to receive any earnings and instead, a parent or legal guardian that agreed to these terms upon registration for the Service must receive earnings.

If you have questions or concerns regarding winnings or payment options, please contact us at contact@mnh.gg.

9. Term and termination

1. These Terms apply from the User's registration of the User Account and continue to apply until terminated by either the User or MNH. The User agrees that MNH, in its sole discretion and in accordance with these Terms, may terminate the User Account or the User's access to the Service at any time with or without notice. MNH may also, in its sole discretion and at any time, discontinue the Service, or any part thereof, with or without notice. The User agrees that MNH shall not be liable for any damages or affects to the User caused by any such termination. Any suspected illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities in the home jurisdiction of the User.
2. You may terminate these Terms at any time and for any reason by contacting us at contact@mnh.gg.

3. After termination of your User Account, you will not be able to access the Service until you register for a new account and agree to these Terms.
4. Any sections of these Terms that, must remain in effect even after termination of the Agreements, e.g., terms regarding local law, shall survive termination of the User account.

10. Disclaimers

1. The Service is provided “as is” and “as available” and without assurances of any kind either expressed or implied.
2. MNH does not provide any assurances regarding the use or the results of the use of the Service in terms of its correctness, accuracy, reliability, or otherwise. The User will be solely responsible for any damage to the User’s computer system or loss of data that results from use of the Service.
3. MNH will be rebroadcasting Users' stream and commentating in an esports format on the User’s gameplay. By agreeing to these Terms, you authorize MNH to rebroadcast your stream and commentate over it on MNH media pages available at <https://linktr.ee/MondayNightHunts>. Users authorize MNH to record, edit, alter, broadcast, and utilize their name, likeness, image, voice, gameplay footage, stream footage, commentary or other media.

11. Limitations of liability

1. Under no circumstances, including, but not limited to, negligence, shall MNH or its affiliates be liable to the User for any damages that result from the User’s use or the inability to use the company materials, the Service itself (including any loss or disclosure of assets), or any other interactions with MNH, even if MNH or an MNH authorized representative has been advised of the possibility of such damages.
2. MNH is not responsible for any consequences resulting from major incidents such as any strike, terrorist activities, political crisis, war, saturation of telecommunication networks, or natural catastrophe; which could lead to a total or partial reduction to the User’s access to its services.

12. Governing law and disputes

1. Unless otherwise required by a mandatory law of another jurisdiction, these Agreements are subject to the laws of the United States of America, without regard to choice or conflicts of law principles.
2. You and MNH agree to resolve any dispute arising out of or in connection with this Agreement through informal negotiations foremost. The User agrees that any claims subject to dispute must be made in your individual capacity.

13. Severability

1. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14. Entire agreement

1. This is the entire agreement between us relating to the subject matter herein and shall not be modified except by MNH.

15. Miscellaneous

1. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.