



CALL OF DUTY™

CHALLENGERS

2020 Season Official Rules

v1.13

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Introduction

Activision Publishing, Inc. and its affiliates (collectively "**Activision**") created Call of Duty® Challengers ("**Challengers**") to serve as the premier Call of Duty® competition platform outside of the Call of Duty® League™. Challengers will provide a cohesive global competitive ecosystem as a platform to showcase the best amateur Call of Duty players in the world and serve as the penultimate step in the "Path to Pro". Challengers competition consists of (i) Call of Duty Challengers Online Tournaments and Ladders (collectively, "**Challengers Online**"); and (ii) Call of Duty Challengers LAN Tournaments ("**Challengers LAN**"). These Call of Duty® Challengers Official Rules, including any updates, amendments or supplements thereto ("**Official Rules**") codify the rules and standards of conduct that will apply as a condition to participation in Challengers. These Official Rules apply to all Teams, Team Owners, Team Managers, Team Staff, and Players ("**Participants**") who are actively participating in Challengers Online or any event related to Challengers Online, or plan to participate in any current or future event related to Challengers Online. These Official Rules have been designed to ensure the integrity of all Challengers competitions, to protect the image and reputation of Challengers and the Franchise (as defined herein), and to create a consistent and high-quality experience for members of the public that view Challengers events. Additional rules for Challengers LAN events will be posted to the Call of Duty Challengers Website or provided to Participants before the applicable Challengers LAN event.

These Official Rules form a contract between Participants, on the one hand, and Activision and its affiliates who are engaged in operating Challengers Online (collectively, the "**Administration**"), on the other hand. These Official Rules establish the general rules of online ladder and tournament play and offline tournament activities, including rules governing player eligibility, tournament structure, points structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms.

In addition, as a critical step in the Path to Pro, each Participant understand that his or her personal information and game data is fundamental for Teams to detect talent and prospect for future players. By entering and participating in Challengers, Participants agree to share contact information and game data with Call of Duty League, its affiliates and its member Teams, in accordance with applicable entities' Privacy Policy in effect from time to time.

Each Participant is required to read, understand, and agree to these Official Rules prior to, and as a condition to, participating in Challengers.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN CHALLENGERS ARE GOVERNED BY A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 14 AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 12. THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE OFFICIAL RULES. If a provision of these Official Rules is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Official Rules or the validity or enforceability in other jurisdictions of any other provision of these Official Rules.

Violation of these Official Rules may subject a Participant to discipline, including, but not limited to game/match forfeitures, prize forfeitures, fines, disqualification/removal from Challengers and legal claims, at the Administration's sole discretion, as further described herein.

1. ACCEPTANCE OF OFFICIAL RULES.

1.1 Acceptance. Each Player must agree to these Official Rules to participate in Challengers. Players may accept these Official Rules by any one of the following methods:

- By signing a Challengers Participation Form either in print or digitally;
- By creating a team;
- Accepting a match or team invite;
- By posting a match; or
- Participating in any match that is part of Challengers.

1.2 Changes to and Enforcement of these Official Rules. The field of professional esports competitions is still relatively new and changing rapidly, and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, Activision and Administration (a) may update, amend or supplement these Official Rules from time to time; and (b) may

interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Activision reserves the right to make any decisions on cases not specifically covered by these Official Rules to preserve the spirit of fair competition and sportsmanship. Activision's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Activision's sole discretion. Any material changes to these Official Rules will be provided to the Participants prior to the next Challengers event in which the changed rules will apply. Participation in Challengers will constitute acceptance of the changed rules. Changes to Section 14 will be governed by the provisions in that section.

1.3 Applicability of these Rules. These Official Rules are intended to provide comprehensive background rules for all aspects of Challengers. Challengers LAN events may have additional rules that apply. Those rules will be communicated to Participant before the specific event, which Participant must accept before entering the Challengers LAN event. In the event of a conflict between those Challengers LAN rules and the rules in these Official Rules, the Challengers LAN event-specific rules shall govern. The Administration reserves the right to make any decision on cases not specifically covered by these Official Rules to preserve the spirit of fair competition and sportsmanship. These Official Rules are in addition to the Terms of Service, Privacy Policy and all rules governing the use of GameBattles accounts. The current versions of each policy are available at:

- Terms of Service:
https://accounts.majorleaguegaming.com/terms_of_service
- Privacy Policy:
https://accounts.majorleaguegaming.com/privacy_policy

1.4 Additional Authority. The Administration reserves the right to exercise necessary authority, without limitation, to protect the interests of the Call of Duty® video game franchise, including without limitation Call of Duty®: Modern Warfare® (collectively, "**Franchise**"), any person or entity who is associated with Franchise or Administration to provide products or services for Challengers, any authorized person or entity to create and/or publish media for any reason at any time during Challengers ("**Press**"), and any person

who is present at an event related to Challengers (“Attendee”). All decisions made by Administration are final.

2. PLAYERS

2.1 **Eligibility.** To be able to compete as a “Player” in Challengers you must:

2.1.1 be in good standing with respect to any Activision, GameBattles and PlayStation Network accounts (“Player Accounts”), with no undisclosed violations of Activision’s End User License Agreement;

2.1.2 be over the age of eighteen (18) prior to participating in any Challengers Online or Challengers LAN competition in the region;

2.1.3 for Challengers Online, reside and compete in the region associated with their GameBattles account. All Challengers Online competitions will be separated by region as follows:

2.1.3.1 North America: United States, Canada, Mexico, Puerto Rico;

2.1.3.2 Europe: Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bonaire, Sint Eustatius and Saba, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, Faroe Islands (the), Fiji, France, Georgia, Germany, Greece, Greenland, Hungary, Iceland, Ireland, Isle of Man, Italy, Kazakhstan, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of North Macedonia, Malta, Moldova (the Republic of), Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland (the), Holy See (the);

2.1.3.3 Asia Pacific: Australia, New Zealand, Japan, South Korea, Hong Kong, Taiwan, Singapore, Malaysia, Indonesia, Philippines, Thailand, Vietnam;

2.1.3.4 such other jurisdictions as may be permitted by Administration (each, an “Eligible Jurisdiction”). Participants shall take whatever steps are necessary to

comply with all laws of the jurisdiction in which they are a resident in order to participate in Challengers Online;

2.1.4 For Challengers LAN events, additional regional requirements will be provided prior to the first competition.

2.1.5 not be a director, officer, or employee of Activision, relative of an Activision employee, or any entity which controls, is controlled by, or is under common control with Activision unless Activision has been notified of and has expressly authorized such relationship in writing;

2.1.6 not be a director, officer, or employee of a Call of Duty League team or any entity which controls, is controlled by, or is under common control with a Call of Duty League team;

2.1.7 not be on the Roster of more than one Challengers Team at the same time;

2.1.8 agree to be bound by these Official Rules, Activision's End User License Agreement, and the decisions of Activision and the Administration;

2.1.9 agree to participate in the Call of Duty League Player Selection Process;

2.1.10 hold a valid passport and any necessary visa or other governmental authorization required for your travel and participation; and

2.1.11 ensure that your participation in Challengers is compliant with all laws of the jurisdiction in which you are resident, as well as the region you are competing, and represent and warrant that you will take all steps necessary to ensure such compliance. You must also obtain any necessary visa or other governmental authorization required for your participation in Challengers, whether online or in-person (including any travel required to or from any venue for the tournaments). The Administration does not take responsibility for your compliance with local laws and visa requirements.

2.2 General Eligibility

2.2.1 Notwithstanding anything to the contrary contained herein, Activision shall have, in its sole and absolute discretion, the right to determine the eligibility of any and all Participants.

Players acknowledge that the eligibility determination of Activision is final, and that the eligibility status of any Participant or player may change at any time.

2.3 Player names. Players must use an acceptable name in Challengers competition. If a Player does not use his or her legal name, Administration reserves the right to restrict or change a Player's tag, handle, or other name in its sole discretion. Administration reserves the right to revoke the eligibility of any Player whose Activision ID or PlayStation ID is offensive, toxic, incorporates any Activision or third party intellectual property, or is deemed to be inappropriate or unacceptable by Administration, to be determined in the sole discretion of the Administration.

2.3.1 Player names may not include a sponsor name.

2.3.2 Player names may not include a product name or description.

2.3.3 Player names may not include any words that are purely commercial.

2.3.4 Player names must comply with these Rules.

2.3.5 Player names must not include celebrity names or monikers.

2.3.6 Players may not use names of Call of Duty League players or teams.

2.4 Call of Duty League "Two-Way" Players

2.4.1 Call of Duty League teams (a "**CDL Team**") and players may negotiate the right for the CDL Team to designate the player as eligible to compete in Challengers on an affiliated Challengers Team or Academy Team. Players properly designated as "two-way" players by their CDL Team pursuant to the Call of Duty League rules are eligible to compete in Challengers, subject to the following:

2.4.1.1 A maximum of four players may be designated as "two-way" players during each Call of Duty League Stage;

2.4.1.2 Two-way players are ineligible to compete in Challengers if they appear in more than two Call of Duty League matches in a Stage;

- 2.4.1.3 A maximum of two designated two-way players from a single team may compete in any single Challengers match; and
- 2.4.1.4 No player will be eligible to appear in both Challengers and LAN Call of Duty League matches in the same week.
- 2.4.1.5 In weeks where Call of Duty League matches are held online, "two-way" players are considered eligible substitutes for their CDL Team while competing in Challengers only if the CDL Team has exhausted all possible substitutes available during the roster submission period. In the event a CDL Team elects to use a two-way player who is currently participating in Challengers, that player may be required to immediately forfeit any Challengers competition they are currently competing in.
- 2.4.1.6 The Call of Duty League 2020 Season Stages are as follows: (i) February 8, 2020 through March 8, 2020; (ii) April 10, 2020 through May 8, 2020; (iii) May 22, 2020 through June 20, 2020; and (iv) July 10, 2020 through July 26, 2020.

3. TEAMS

- 3.1 **Team License.** Each Team Owner will receive a license to operate a Team for the duration of the Challengers season (a "**Team License**"), subject to the Team and Team Owner's compliance with these Official Rules. Renewal of the Team License for future Challengers seasons is at Activision's sole discretion. Each Team Owner may hold only one Team License globally. Each Team Owner must agree in writing to be bound by these Official Rules.
- 3.2 **Challengers Teams.** A "**Team**" will consist of five (5) eligible Players and a Team Manager (who may be one of the Players on a Team). Two-way players will count towards this Roster limit for weeks in which they are competing in Challengers. Challengers teams may have only five (5) players (including any two-way players) designated as eligible to compete in a given week.
- 3.3 **Team Branding**
- 3.3.1 Each Team who opts to have a team name and/or logo must have an original name and logo and consistent team colors (the "**Team Branding**"). By agreeing to these Official Rules, the Team

represents and warrants that the Team Owner owns or has obtained all the necessary rights, licenses and permissions to use the Team Branding in connection with the Team and Challengers and to grant to Activision the licenses set forth in Section 13.

3.3.2 Team Branding must not contain any geographic names, marks, symbols or otherwise that conflict with any existing or future Call of Duty League Team Branding.

3.3.3 All Team apparel for Challengers LAN events must be submitted to Administration at least 2 weeks before it is intended to be shown on broadcast or appear at a live event. Teams and players are required to have their own physical branding in the event that the team is to play in an on-site event. Teams will be required to source this branding on their own. Throughout the period on match day that a Participant is visible to the Challenger's and/or Team's live and camera audience(s), Participants may not wear, display or otherwise convey personal messages without express approval from the Administration, which approval shall not be granted for political messages.

3.4 Challengers Online Roster Requirements. For a Team to be fully registered and eligible to compete in Challengers Online, they must complete the following:

3.4.1 Have five (5) players who have accepted the Official Rules and agreed to be on the Team.

3.4.2 All five (5) players have met the eligibility requirements above and have entered their Activision accounts into any required fields.

3.4.3 Any member of the Team has checked the team into the tournament within six (6) hours of tournament start time.

3.4.4 For Challengers Online ladder matches only, when a Player is added to a roster, it may take up to six (6) hours before that Player will be eligible to compete. A green notification will appear next to users' handle when their account is confirmed eligible. Certain Challengers Online events may have additional requirements for Teams that will be communicated to Teams prior to those events. The Administration reserves the right to exclude any Team from Challengers Online for any reason at any time.

3.5 Challengers Online Roster Lock Timing.

3.5.1 Online Tournaments: Once tournament registration for a Challengers Online tournament is closed, no more roster changes can be made.

3.5.2 Online Ladder Matches: Changes can be made at any time to any Player for matches that are not scheduled, playing or disputed.

3.5.3 Challengers Online Regional Finals (each, a "**Regional Finals**"):

3.5.3.1 Teams that qualify for a Regional Finals by satisfying applicable Challengers Points requirements set forth in Section 5.1.7 must use the same roster in such Regional Finals as that used in the latest Home Series Open or Challengers Cup, as applicable, in which any one (1) of the players in such Team participated. By way of illustration and not limitation, if a player on a Team that otherwise qualifies for a Regional Finals pursuant to Section 5.1.7 (such Team, an "**Eligible Team**") competes as a member of a different Team (i.e., a Team that does consist of all five (5) players as the Eligible Team) after the latest Home Series Open or Challengers Cup in which such Eligible Team participated, such player and all other players in the Eligible Team will not qualify for the Regional Finals based on accumulated Challengers Points unless and until (a) such Eligible Team competes in a subsequent Home Series Open or Challengers Cup and (b) no player in such Eligible Team thereafter competes as a member of a different Team prior to the LCQ. For the avoidance of doubt, any Team that does not satisfy this requirement may otherwise qualify for a Regional Finals by securing a top placing in an LCQ pursuant to Section 5.1.6.

3.5.3.2 Teams that qualify for a Regional Finals by satisfying the applicable LCQ placing requirements set forth in Section 5.1.6 shall be required to use the same roster in the Regional Finals as used in such LCQ.

3.6 **Challengers Online Team Content.** The Team Leader (as defined below), can change the team name, blast message and logos. The images and information submitted must be appropriate and cannot violate the above-referenced Terms of Service. Attempting to bypass the automatic censor by misspelling, inserting spaces or symbols, transposing letters, using look-alike symbols, or any other method is not allowed.

Teams that attempt to bypass the censor will be subject to penalties, including potentially disqualification.

3.7 Challengers Online Roster Roles. Each Challengers Online Team is comprised of the following roles, each with varying levels of responsibility:

Team Leader:

- Edit Team Content (i.e. Team name, description, hero and logo image)
- Disband team
- Invite and Kick players
- Create, accept and play in matches
- Report match results and match issues

Team Captain:

- Create, accept and play in matches
- Report match results and match issues

Team Member:

- Play in matches

3.8 Challengers LAN Roster Requirements

3.8.1 Roster Requirements. Details regarding Challengers LAN roster submission process will be provided to Participants prior to competition.

3.9 Player Restrictions. There are several restrictions that may apply to Call of Duty Challengers Players throughout the course of the tournament.

3.9.1 During the Challengers season, Players are restricted to playing for one Region at any given time.

3.10 Player Contracts.

3.10.1 Team Owners may enter into services agreements with Players in connection with Player participation on the Team. Any such contracts must comply with applicable laws. Team Owners may not jointly negotiate, coordinate, or otherwise cooperate in negotiating or setting the terms of Player contracts, including without limitation through the use of a common agent.

3.10.2 Any services agreement between a Team Owner and a Player must permit the Player to:

3.10.2.1 negotiate with Call of Duty League teams regarding service as a player in the Call of Duty League; and

3.10.2.2 terminate the Player's agreement with the Team Owner in the event the Player accepts a written offer to join the Call of Duty League, subject to Section 3.10.3 below.

For purposes of clarity, neither a Challengers Team, nor a Team Owner can in any way prohibit communication between a Challengers Player and a Call of Duty League team. Challengers Teams and Team Owners shall be responsible for notifying Players of any communications, offers, or indications of interest by a Call of Duty League team. Any violation of the provisions of this Section 3.10.2 may result in discipline against the Challengers Team and/or Team Owner, including potential termination of the Team License.

3.10.3 In the event a Player under a services agreement with a Team is signed to a Call of Duty League player contract, the Call of Duty League team will pay to the Team Owner a one-time fee (a "Transfer Fee"). The Transfer Fee will be negotiated between the Team Owner and the applicable Call of Duty League team. There is no minimum Transfer Fee. The maximum Transfer Fee will be equal to 100% of the average annual base salary plus any applicable signing bonus in the player's Call of Duty League player agreement. The Transfer Fee must be paid from the Call of Duty League Team to the Team Owner within 30 days of the Player's execution of an Call of Duty League player contract. Payment of the Transfer Fee is contingent upon Call of Duty League Office approval of the Call of Duty League player contract. If the Call of Duty League Office rejects the agreement for any reason, there is no Transfer Fee owed unless and until the Call of Duty League player contract is subsequently approved. A Transfer Fee is only required if a player is under contract with a definite term. If a player does not have a contract with their organization, or if the contract is terminable at will by or in the sole discretion of either the team or player, then no Transfer Fee is required to be paid. In addition, Transfer Fees are subject to any contractual limitation on such fees in the applicable services agreement.

3.10.3.1 For example, and without limitation, in the event a Player is signed to an Call of Duty League contract which

provides for a base average annualized salary of \$90,000 with a \$10,000 signing bonus, the Team Owner and Call of Duty League team could negotiate a Transfer Fee between \$0 - \$100,000.

3.10.3.2 Neither a Challengers Team nor a Team Owner can attempt to prohibit a Player from joining a Call of Duty League team with which that Player has signed a contract in an attempt to compel early payment of the Transfer Fee. Upon signing a contract with an Call of Duty League team, the newly-contracted Player is free to report to the Call of Duty League team as of the effective date of the player contract.

3.11 **Team Name.** Team Names may be reviewed by Administrator. Team Names may be denied at any time that may not reflect the professional standards of Activision or the Administration. Effected teams will be required to submit and play under another approved name. Team Name restrictions include, but are not limited to:

- Team names and logos cannot include any sponsor unless approved by Administration.
- Team names and logos cannot include any product name or description.
- Team names and logos may not include any words that are purely commercial.
- Team names and logos may not include profanity or any offensive words.
- Team names and logos may not include any geographic identifiers.
- Team names and logos may not include any Call of Duty League team names or marks.

4. CHALLENGERS COMPETITIVE STRUCTURE AND FORMAT.

4.1 **Platform.** All Challengers matches will be played on PlayStation®4 (the "Console"). For Challengers Online competitions, competitors will be required to have a PlayStation Network and Activision account to connect to online services and compete. Cross-play is strictly prohibited.

4.2 **Equipment.** Players are to use PlayStation®4 compatible controllers for all Challengers Online and LAN competitions. Mouse and Keyboard controls are strictly prohibited.

Players may not use a turbo controller which allows a single button press to replicate pressing the button multiple times. Players may not use a button macro controller which allows a single button press to performing a set of actions that would normally require the player to press multiple buttons. Teams found to be using ineligible equipment will be required to forfeit each game of the match in which the equipment was used.

The Administration reserves the right to inspect and review player equipment to ensure compliance with these Official Rules. Players will be prohibited from using any such equipment found to be ineligible for Challengers competition by the Administration.

4.3 Game. The featured title for the Challengers 2020 Season will be Call of Duty®: Modern Warfare®.

4.4 Challengers Points. Players participating in the Challengers season may earn Challengers Points which are awarded to Players according to the results in certain Challengers Online and LAN events. Challenger Points will be used for qualifying for travel coverage and seeding purposes for future Challengers Online and Challengers LAN tournaments. Administration reserves the right to modify point distribution and introduce new point systems at any time for any reason. Challengers Points are only awarded to designated Challengers Online and Challengers LAN programs and are not awarded to any other ladders or tournaments on GameBattles.

4.5 Challengers Points - Ladder Matches. Challengers Online Ladders are team-based competitions that consist of teams playing matches to move up the leaderboard standings. Winning a ladder match provides Challengers Points to each Player in the match according to their results in a Match, as follows:

4.5.1 Five (5) Challengers Points per Match Win

4.5.2 Ten (10) Bonus Points for First Win of the Day in addition to the 5-point Match win for a total of fifteen (15) points for the first win of the day. First win of the day bonus resets every 24 hours at 6:00 AM ET.

4.5.3 One hundred (100) Point weekly cap. The weekly cap will reset every Monday at 6:00 AM ET.

4.6 Challengers Points - Online Tournaments. Challengers Online Tournament placing provides Challengers Points to each Player on the Team as follows:

Placement	1000 Series	2000 Series
1st	1000 Points	2000 Points
2nd	600 Points	1200 Points
3rd-4th	400 Points	800 Points
5th-8th	300 Points	600 Points
9th-16th	200 Points	400 Points
17th-32nd	100 Points	200 Points
33rd-64th	50 Points	100 Points

Placement	Cups - 16-32 Teams	Cups - 33-64 Teams	Cups - 65+ Teams
1st	5000 Points	5000 Points	5000 Points
2nd	3000 Points	3000 Points	3000 Points
3rd	2200 Points	2200 Points	2200 Points
4th	1800 Points	1800 Points	1800 Points
5th-6th	1600 Points	1600 Points	1600 Points
7th-8th	1400 Points	1400 Points	1400 Points
9th-16th	1000 Points	1000 Points	1000 Points
17th-32nd		525 Points	525 Points
33rd-64th			240 Points

Placement	Home Series Open (Online) - 16-32 Teams	Home Series Open (Online) - 33-64 Teams	Home Series Open (Online) - 65+ Teams

1st	10,000 Points	10,000 Points	10,000 Points
2nd	6000 Points	6000 Points	6000 Points
3rd	4400 Points	4400 Points	4400 Points
4th	3600 Points	3600 Points	3600 Points
5th-6th	3200 Points	3200 Points	3200 Points
7th-8th	2800 Points	2800 Points	2800 Points
9th-16th	2000 Points	2000 Points	2000 Points
17th-32nd		1050 Points	1050 Points
33rd-64th			480 Points

4.7 Challengers Points – Challengers LAN Tournaments. Challengers LAN Tournament placing provides Challengers Points to each Player on the Team as follows:

Placement	Home Series Open (LAN) – 32 Team Brackets	Home Series Open (LAN) – 64 Team Brackets	Launch Weekend Open	Championship Weekend Open
1st	10,000 Points	10,000 Points	25,000 Points	50,000 Points
2nd	6000 Points	6000 Points	15,000 Points	30,000 Points
3rd	4400 Points	4400 Points	11,000 Points	22,000 Points
4th	3600 Points	3600 Points	9000 Points	18,000 Points
5th-6th	3200 Points	3200 Points	8000 Points	16,000 Points

7th-8th	2800 Points	2800 Points	7000 Points	14,000 Points
9th-12th	2200 Points	2200 Points	5500 Points	11,000 Points
13th-16th	1800 Points	1800 Points	4500 Points	9000 Points
17th-24th	1200 Points	1200 Points	3000 Points	7050 Points
25th-32nd		900 Points	2250 Points	5000 Points
33rd-48th		640 Points	1600 Points	3200 Points
49th-64th			1000 Points	2000 Points

4.8 Challengers Leaderboard. Players will be ranked on a Challengers Online ladder leaderboard that showcases points accumulated through participating in Challengers Online ladder matches. Additionally, Players will be ranked on a Challengers Points leaderboard that ranks players based on their combined ladder and Tournament Challengers Points accumulated through both Challengers Online and Challengers LAN play.

4.9 Home Series Open “Top 2” Finish. Teams can enter multiple Home Series Open events but only a Player’s two highest placing finishes will count towards their Challengers Points total. The Top 2 Finish rule does not apply to 1000 and 2000 Series or Cup tournaments.

Example: A Player who finishes 1st in Home Series Open #1, 2nd in Home Series Open #2 and 3rd in Home Series Open #3, only the results from Home Series Open #1 and Home Series Open #2 will be added to a Player’s total score.

5. CHALLENGERS TOURNAMENT COMPETITIONS.

5.1 Challengers Online Match Structure. Each match (“Match”) is defined as a best of five (5) games. The first Team to win three (3) games wins the Match.

5.1.1 Challengers Online Single Elimination Bracket. After losing a Match, Teams are eliminated from the bracket.

5.1.2 Challengers Online Double Elimination Bracket. Teams who lose two (2) Matches will be eliminated from the tournament.

5.1.3 Challengers 1000 & 2000 Series Format. Both 1000 and 2000 Series tournaments will utilize single elimination brackets for all competitions.

5.1.4 Challengers Cups & Online Home Series Open Format. Cups and online Home Series Open tournaments will utilize a hybrid bracket system for all competitions. Teams will compete in a single elimination bracket with the top 8 Teams advancing to a double elimination bracket.

5.1.5 Challengers Online Bracket Sizes. Bracket sizes are determined by the number of registered participants for each tournament. If checked in Teams surpasses maximum bracket size, Teams will be seeded into the competition by team creation time (i.e. first come first serve by competition registration). For 1000 and 2000 Series, up to seven (7) rounds of the bracket will be played on the first day of the tournament, and any remaining rounds will be played starting at 12:00 PM ET the following day. For all other online tournaments, a schedule will provided ahead of each event.

5.1.5.1 1000/2000 Series Maximum Bracket Size: 1,024 Teams

5.1.5.2 Challengers Cups and Online Home Series Open Maximum Bracket Size: 512 Teams

5.1.5.3 Minimum Bracket size: 4 Teams

5.1.6 Challengers Last Chance Qualifier (LCQ). Teams may compete in Challengers Last Chance Qualifier tournaments (each, an "LCQ") to be eligible to compete in a Regional Finals as set forth below. LCQs will occur on August 1, 2020 and August 2,2020.

5.1.6.1 LCQ - North America & Europe. The top 8 placing Teams from each of the NA LCQ and the EU LCQ will be qualified to enter into the NA Regional Finals and EU Regional Finals, respectively. Teams will compete in a single elimination bracket with the top 16 Teams advancing to a double elimination bracket. Teams will continue to compete in the double elimination bracket until 4 Teams remain in the winners bracket and 4 Teams remain in the losers bracket, each of which shall automatically qualify for the applicable Regional Finals.

5.1.6.2 LCQ - APAC. The top 4 placing Teams from the APAC LCQ will be qualified to enter into the APAC Regional Finals. Teams will compete in a single elimination bracket with the top 8 Teams advancing to a double elimination bracket. Teams will continue to compete in the double elimination bracket until 2 Teams remain in the winners bracket and 2 Teams remain in the losers bracket, each of which shall automatically qualify for the APAC Regional Finals.

5.1.7 Challengers Online Regional Finals. The Administration will determine the dates of each Regional Finals. Teams may qualify to compete in a Regional Finals as follows:

5.1.7.1 Challengers Points Qualification. Following the Toronto Ultra Home Series Open, (a) the top 24 Teams from EU and NA and (b) the top 12 Teams from APAC, each as determined based on accumulated Challengers Points, will qualify for their respective Regional Finals.

5.1.7.2 LCQ Qualification. The Top 8 placing Teams from each of the the NA LCQ and the EU LCQ will qualify for the NA Regional Finals and EU Regional Finals, respectively. The top 4 placing Teams from the APAC LCQ will qualify for the APAC Regional Finals.

5.1.7.3 Tournament Format. For each of the NA Regional Finals and the EU Regional Finals, the 8 Teams that qualified in the applicable LCQ and the 24 Teams that qualified based on accumulated Challengers Points shall compete in a 32-Team double elimination bracket. For the APAC Regional Finals, the 4 Teams that qualified in the APAC LCQ and the 12 Teams that qualified based on accumulated Challengers Points shall compete in a 16-Team double elimination bracket. Teams will be seeded based on accumulated Challengers Points.

5.1.7.4 Roster Lock. Teams are required to use the same roster used in the (a) LCQ or (b) the latest Home Series Open or Challengers Cup in which any player of such Team participated, as applicable, pursuant to Section 3.5.3.

5.2 Challengers LAN Match Structure. Each match ("LAN Match") is defined as a Best of Three (3) games up until Top 16. The first Team to win two (2) games wins the LAN Match. Once the tournament reaches the Top 16 stage, each match ("Top 16 LAN Match") will be a Best of

Five (5) games. The first Team to win three (3) games wins the Top 16 LAN Match.

5.2.1 Challengers LAN Double Elimination Bracket. After a Team loses two (2) matches in any portion of the Challengers LAN Tournaments, they are eliminated from the tournament.

5.2.2 Challengers LAN Bracket Sizes. Bracket sizes are determined by the number of registered participants for each tournament.

5.2.3 Map Veto Process. For Challengers LAN tournaments, maps are determined for each match through a veto process. Teams will provide their map picks and bans to the referee assigned to their competition stations. The higher seeded Team will decide whether to be Team A or Team B in the process. The specific veto process can be found on the Call of Duty League Competitive Settings page: <https://callofdutyleague.com/competitive-settings>.

5.2.4 Match Arrival Times. Teams have a fifteen (15) minute grace period to arrive to their station after a match has been called. At the Administration's discretion, penalties may range from a game loss to a match loss. The Administration reserves the right to alter this timing during an event.

5.2.5 Pre-Event Substitutions. Teams that need to make a substitution may do so at tournament check-in with proof that the substituted player will not be able to participate. The determination of whether such proof is sufficient shall be determined in the Administration's discretion.

5.2.6 Mid-Event Substitutions. Teams that lose a Player under extenuating circumstances such as a medical emergency, or if a Player is called-up by a CDL Team as a "Two-Way" player (as set forth in Section 2.4.1.5), may substitute their coach as a first option. If the team does not have a coach the team may draft a Player that is not on any other team in the competition. Substitutions are permanent for the remainder of the event. A substituted player may not rejoin their team. If a team qualifies for prizing, it is the responsibility of the Team to decide the distribution of said prizing to its Players, including the substitute.

5.3 Challengers Online Game Types in Rounds. Game types will be set for each round of the bracket. These game types must be played and may not be substituted out.

5.4 Challengers Online Default Start Time. All round one (1) Matches have the same default start time. After round one (1), all Matches have a unique default start time that is dependent upon the time at which the teams' previous round results were submitted. Matches must be started by their default start time and played until completion. Postponing Matches is only at the discretion of the Administration.

5.5 Challengers Online Double Forfeit. If a Match is not played and neither team submits a ticket requesting the forfeit win, or both teams otherwise forfeit a game/match, the game/match win will be awarded to the higher seeded team.

5.6 Hosting. Higher seeded Team must choose to act as Team A or Team B. Team A gets first choice of which game they would like to host. Team B gets second choice of which game they would like to host. Team A gets third choice of which game they would like to host. Team B hosts the remaining two games. Side choice will go to whichever team is not currently hosting the game.

5.6.1 Neutral Host. LAN tournaments will utilize Neutral Host for all Top 16 LAN Matches. Both LAN Matches and Top 16 LAN Matches will follow the Map Veto Process in section 5.2.3.

5.7 Tournament Seeding. Teams will be seeded by Challengers Points at the close of registration. The higher seed is determined by the team with the seed closest to zero (0). For online competitions, Challengers Points for all players will be locked at 3:00 AM PT/6:00 AM ET the day of the Challengers Online tournament for tournament seeding. All ties in Challengers Points for seeding are broken by random. The Administration reserves the right to update seeding at any time to preserve competitive integrity and address any unforeseen issues may that arise from bracket creation.

5.7.1 For the first Challengers Online Tournament, players will be seeded using points from the previous Call of Duty®: Black Ops 4 season.

5.8 Challengers Online Tournament Schedule. Call of Duty Challengers Online Tournaments will take place during the following date ranges. Each tournament will take place on a Saturday. Administration reserves the right to modify these dates at any time for any reason. Challengers Online Tournament registration will open approximately 7 days prior to tournament start time.

5.8.1 2000 Series Tournaments. The 2000 Series tournaments shall conclude on January 18, 2020 or such other date as communicated by the Administration.

5.8.2 1000 Series Tournaments. The 1000 Series tournaments shall conclude on April 5th, 2020 or such other date as communicated by Administration.

5.8.3 Challengers Cup Tournaments. Challengers Cup tournaments will shall conclude on June 29th, 2020 or such other date as communicated by the Administration.

5.8.4 Home Series Open Tournaments. Home Series Open tournaments will take place during each CDL Team's respective Home Series.

5.9 Challengers Online Tournament Prizing and Payouts. Players are able to receive prize payments through PayPal, paper check or GameBattles Credits. Players who opt to receive payments through PayPal will need to link their PayPal account to their GameBattles account. Prizing distribution for Challengers Online tournaments is as follows:

5.9.1 1000 and 2000 Series

5.9.1.1 North America

1st Place - \$2,000

2nd Place - \$500

5.9.1.2 Europe

1st Place - \$1,500

2nd Place - \$500

5.9.1.3 APAC

1st Place - \$500

5.9.2 Challengers Cups

5.9.2.1 North America

1st Place - \$10,000

2nd Place - \$7,500

3rd Place - \$5,000

4th Place - \$2,500

5.9.2.2 Europe

1st Place - \$8,000

2nd Place - \$6,000

3rd Place - \$4,000

4th Place - \$2,000

5.9.2.3 APAC

1st Place - \$2,500

2nd Place - \$1,500

3rd Place - \$1,000

5.9.3 Home Series Open (Online)

5.9.2.1 North America

1st Place - \$4,500

2nd Place - \$2,000

3rd Place - \$1,000

5.9.2.2 Europe

1st Place - \$3,500

2nd Place - \$1,500

3rd Place - \$1,000

5.9.2.3 APAC

1st Place - \$1,000

2nd Place - \$500

5.9.4 Regional Finals (Online)

5.9.4.1 North America

1st Place - \$50,000

2nd Place - \$35,000

3rd Place - \$25,000

4th Place - \$20,000

5th Place (x2) - \$15,000

7th Place (x2) - \$10,000

9th Place (x4) - \$7,500

13th Place (x4) - \$5,000

17th Place (x8) - \$2,500

5.9.4.2 Europe

1st Place - \$40,000
2nd Place - \$28,000
3rd Place - \$20,000
4th Place - \$16,000
5th Place (x2) - \$12,000
7th Place (x2) - \$8,000
9th Place (x4) - \$6,000
13th Place (x4) - \$4,000
17th Place (x8) - \$2,000

5.9.4.3 APAC

1st Place - \$15,000
2nd Place - \$10,000
3rd Place - \$5,000
4th Place - \$4,000
5th Place (x2) - \$3,000
7th Place (x2) - \$2,000
9th Place (x4) - \$1,500

5.10 Challengers Online Ladder Competitions.

5.10.1 **Match Structure.** Each ladder match (“Ladder Match”) is defined as a Best of Three (3) games. The first Team to win two (2) games wins the match.

5.10.2 **Ladder Dates.** Challengers Online Ladder competitions are scheduled to begin on November 2nd, 2019.

5.10.3 **Ladder Match Scheduling.** Eligible teams will use the GameBattles Match Finder system to schedule new matches or accept posted matches by other teams.

5.10.4 **Hosting.** All matches should be played using Custom Games (Private Match) following the hosting format displayed on the match page. The team that is not hosting will pick which side to play on. The hosting team is responsible for ensuring all settings are correct prior to launching the map. Hosting incorrect settings will result in a forfeit of that map. The hosting team may not drop host at any point during the match. Dropping host during or after a maps completion will result in a forfeit of that map.

5.11 **Challengers LAN Prizing and Payouts.** Challengers LAN prizing and payouts shall be communicated in advance prior to the start of each Challengers LAN event.

5.11.1 Launch Weekend Challengers Open Prizing

1st Place - \$80,000
2nd Place - \$40,000
3rd Place - \$25,000
4th Place - \$20,000
5th-6th Place - \$12,500
7th-8th Place - \$7,500
9th-12th Place - \$6,250
13th-16th Place - \$5,000

5.11.2 Call of Duty Challengers: Home Series Open (LAN) Prizing.

Prize pools may be supplemented by Teams. In the event of the prize pool being increased the payout structure may change. Default prize distribution provided by the League Office is as follows:

1st Place - \$6,000
2nd Place - \$3,000
3rd Place - \$1,000

5.12 Challengers LAN Travel and Team Pass Coverage.

5.12.1 The top 10 teams from North America, top 4 teams from Europe and top 2 teams from APAC region will qualify for travel and Team Pass coverage to certain Call of Duty League hosted Challengers LAN events. Administration reserves the right to change the number of teams who receive travel and Team Pass coverage from each region at any time for any reason. These teams will be seeded in the Challengers LAN open bracket based on their cumulative Challengers Points total.

5.12.2 Certain Call of Duty League teams with an affiliate Team or Academy Team will receive a Team Pass for Challengers LAN events, and will be seeded based on their cumulative Challengers Points total.

5.12.3 Any Challengers Points bonus awarded to pro players will not count towards the Top 16 travel coverage for the Call of Duty Launch Weekend, TBA League-hosted Weekend, Championship Weekend LAN tournaments or any other such event where travel coverage is awarded to competitors by the League Office. Only the Challengers Points earned from the Challengers Ladder and 2000/1000 Series, Home Series Open and Cup tournament results will be considered.

5.12.4 Players will be required to submit their team rosters via GameBattles by specified dates to determine their eligibility for travel coverage as follows:

- Launch Weekend: December 16th at 6:00 PM Eastern

Submission cutoff dates for the All-Star and Championship Weekend events will be communicated ahead of each event.

Teams that qualify will be required to compete at the Challengers LAN with the same roster that was submitted during the submission process. Any Player who drops from the roster that was submitted will be unable to compete in any Challengers LAN activity for that event. In this event of a player dropping from a Roster, Teams may reach out to Administration for relief, to be determined in the sole discretion of Administration. For the avoidance of doubt, Players who qualify for a Challengers LAN must play on the team they qualified under and cannot compete with any other team at the event.

5.12.5 The Administration may provide travel and accommodations to qualified Players and Teams, at Administration's sole discretion. Information on travel and accommodation will be provided in the applicable Challengers LAN rules

6. CHALLENGERS GAME RULES AND SETTINGS.

6.1 Game Settings. Game settings will be communicated to Participants in advance of the start of the relevant Challengers competitions. The current Call of Duty esports competitive settings can be found here: <https://callofdutyleague.com/competitive-settings>

6.1.1 Prohibition on Use of Restricted Items. Equipping, using or enabling match restricted items detailed within the Call of Duty Competitive Settings will result in a first-offense game forfeiture and second-offense match forfeiture. Teams' violations will be tracked by referees. The second-offense penalty will carry over into subsequent games within a match but will not carry over to future matches.

6.2 Challengers LAN Referees. Each match will be regulated by referees selected by the League Office. Referees are Administration officials responsible for making judgments on every match or game-related issue, question and/or situation which occurs before, during and immediately

following a game or match. Their oversight includes, but is not limited to:

- Checking the team's lineup before a match.
- Checking and monitoring Player peripherals and match areas.
- Announcing the beginning of the match.
- Ordering a restart of the match.
- Issuing fouls, technical fouls, and/or penalties in response to rule violations during the match.
- Starting games and matches in a timely manner in accordance to the tournament schedule.
- Instructing Players to return to competition in the case of a ruling in order to avoid tournament delays.
- Confirming the end of the match and its results.

Matches played without a referee present will be deemed invalid.

6.3 Challengers LAN Stoppage of Play. Players may not end a Game under any circumstances without approval from Administration. Failure to abide by this rule may result in a penalty. In the event of a Player disconnect, Administration will determine whether the Game is to be replayed on a case-by-case basis. In the event of a server crash or host drop, the Administration will determine whether Team(s) were at fault. In the event that the Team(s) were found to be at fault, the offending Team may be subject to penalty. In the event that the Team(s) were not at fault, the Game will be restarted as laid out in Section 6.12.

6.4 Warm-Up. No warm-up or practice games are permitted once the Match's first game has begun. If a Match is played before the scheduled time, it will not be considered a warm-up and will count as the official results.

6.5 Delays. Teams may not delay the start of a game or match beyond its scheduled start time, without the approval of an Administration official.

6.6 Lag. In the event that lag occurs, the game should be completed. The Player(s) that are experiencing lag should take video proof, and provide it to tournament live support after the game has concluded. If lag is occurring, it is recommended that multiple Players provide proof of the lag. Leaving the game prematurely may result in a forfeit of the round or game.

6.7 Disconnections. If a Player disconnects within the first thirty (30) seconds and/or before the first kill, the game should be ended. All players must leave the game and restart the game. If a player disconnects after the first thirty seconds (30) and/or the first kill, the game must be continued and the disconnected Player should rejoin the game. If the team with the disconnected Player leaves the lobby, their team may forfeit the round/game in question. The Administration reserves the right to make the final decision in any disconnect situations.

6.8 Normal Boundaries. Players who move their character outside of the normal boundaries of a map may forfeit the game. Moving outside of the normal boundaries of a map includes but is not limited to part of the character's body passing through what should be a non-permeable surface or object, and moving into any area from which a Players' character registers shots on an opponent who is not able to register shots on the Players' character.

6.9 Team Killing. Deliberate and repeated team-killing or committing suicide on purpose to gain an advantage will result in a forfeit of the game. If a team is accused of violating this rule, the accuser must provide valid video proof. Complete the Match and then report the outcome.

6.10 Team Switching. Team changing in-game is not allowed. If a Player joins the wrong team upon launch, the game will be restarted. Abuse of this rule may result in a forfeit of the game. If a Player changes teams after the first kill, the offending team will forfeit the game.

6.11 Game Altering Bugs. Bugs are defined as errors, flaws, or failures that produce an incorrect, unexpected, or unintended result during the course of gameplay. For the purposes of procedure in regards to the occurrence of Bugs during live gameplay, and at the discretion of the Administration, Bugs are separated into two categories.

6.11.1 Minor Bug. At the discretion of the Administration, a Minor Bug is one that does not significantly alter the outcome of a game and is, at worst, considered an inconvenience to Players. The occurrence of a Minor Bug would not result in the replay or remake of any game and Players should be instructed to play through the Bug.

6.11.2 Major Bug. At the discretion of the Administration, a Major Bug is one that critically or significantly alters the outcome of

a game and severely hinders the performance of Teams and/or Players. The occurrence of a Major Bug would result in a restart as set forth in Section 6.

6.12 Game Restarts. In the case of any issue, technical or otherwise, that may alter the outcome of the game as determined by the Referee, the game will be restarted based on the game mode type.

6.12.1 For round-based game modes, the game will be restarted with the round score of the game before the incident.

6.12.2 For respawn-type game modes, the game will be restarted from the beginning with no advantage given to either team.

6.13 Ties. In the case of a tie on any game mode, the game will be replayed before moving onto the next game in the match.

6.14 Win Conditions. The final score on the scoreboard for each round will be the primary determining factor in which team wins or loses. For the avoidance of doubt, the scoreboard will take precedent over any in-game victory, defeat or draw messages in determining the winner of each round.

6.15. Challengers Broadcast Requirements: Certain Challengers Online Matches and Tournaments may be broadcast by the Administration or Call of Duty League teams, such as the Challengers Cups or the Online Home Series Opens. In the event a Challengers Online Tournament is broadcast, Teams will be notified by the Administration via the GameBattles messaging system and Teams must thereafter allow observers and/or administrators into the match lobby, and may not start the match until notified by an admin or observer. Players should monitor their GameBattles inbox before and between matches for notifications from the Administration in regard to their upcoming matches being utilized for broadcast purposes. Failure to cooperate with broadcast and game administration may result in a penalty.

7. CHALLENGERS ONLINE MATCH REPORTING.

7.1 Proof. It is highly recommended that proof is taken with the console's built in recording system to gather proof. At least one member of each team should take a video or screenshot(s) of each game's results in case proof is needed for a dispute. All proof should be clearly visible and contain the game score, all Players on both teams, and a time stamp.

7.2 No Shows. All no shows must be verified by an Administration official. The no show grace period time is fifteen (15) minutes after the match's original start time. For example, if a match is scheduled for 10:00 PM, the no show time for this match would be 10:15 PM. In order to contact an Administration official use Live Support. If an Administration official isn't available, a ticket must be submitted immediately. The ticket must include proof that their opponent did not show. To dispute a Match, select "I'm reporting: my opponent did not show" under "report problem" on the Match page.

7.3 Time Limit. Both teams must report the Match results within ten (10) minutes of its completion. Failure to report the match results on time or respond to any messages that a Player receives from a tournament official may result in their Team receiving the loss.

7.4 Match Score. Players must report their Match score results on their match page.

7.5 Concessions. Teams may request that they be allowed to concede victory of a game or Match. Teams may request that their opponent not receive a forfeit penalty. An Administration official must be contacted with these requests. In order to contact an Administration official use Live Support.

7.6 Dispute Evidence. In the event of a dispute, please provide video / screenshot proof to live support. If a Player is not able to access live support, a Match: Scores Dispute ticket should be created. The URL for the image(s)/video must be attached to a dispute ticket. The issue must be clearly stated as well as the time in the video in which the issue occurred, and/or what the Administration official should be looking for in the picture/video.

8. SPONSORSHIP RESTRICTIONS

- 8.1 Teams and Players may acquire individual sponsorships. Teams and Players may not engage in joint negotiations or otherwise cooperate or coordinate with one another in the marketing or negotiation of sponsorships. Administration reserves the right to restrict sponsor involvement in Challengers activities, including requiring participants on-site at Challengers LAN events to cover or replace articles of clothing that display sponsor assets not in compliance with this Section 8, and all sponsorships used in connection with Challengers activities are subject to approval.

Teams and Players may inquire as to whether a sponsor is permissible by contacting Administration at amateur@callofdutyleague.com.

8.2 Teams and Players are prohibited from using any Call of Duty League or Challengers live or on-demand stream; Call of Duty League or Challengers match highlights or other footage; Franchise game images, game-related logos, artwork, animations; or other protected intellectual property owned or controlled by Activision or its affiliates (collectively, "**Game Materials**") in connection with any third party sponsorships, advertising, promotions, or marketing.

8.3 Activision reserves the right to have Challengers-wide exclusive sponsorships on a global basis or specific to a particular Region. Activision may designate certain product or service categories as "reserved." Teams and Players will not be permitted to feature sponsorships in these "reserved" categories in connection with their participation in Challengers. The categories of goods and services set forth below are reserved for Activision for Challengers. For each of the categories, the description of items that are included and specific brand examples are non-exhaustive. If a Team or Player has questions regarding the scope of a given category the Team or Player should contact Administration before entering into a potentially conflicting agreement.

8.3.1 Video game platforms. This category includes gaming consoles such as Sony PS4 and Microsoft Xbox as well as PC-based gaming platforms such as HP Omen and Alienware Steam Machine and other dedicated video game platforms.

8.3.2 Energy drinks, soft drinks and water. This category includes brands such as Coke, Pepsi, Red Bull and Monster.

8.3.3 Payment services. This category includes payment services offered by companies such as Visa, Mastercard and American Express, PayPal, Alipay and others.

8.3.4 Military. This category includes military branches such as the U.S Army, U.S. Navy and U.S. Air Force

8.3.5 Casinos. This category includes resort brands such as Caesars Entertainment and MGM Resorts International.

8.3.6 Beer, wine, cider, and other malt beverages. This category includes alcoholic beverages sold by beverage brands such as Anheuser Busch, Coors and Gallo.

8.3.7 Computer monitors and CPUs. This category includes monitors and CPUs sold by hardware companies such as HP, Intel, IBM, Samsung, and Asus.

8.3.8 The manufacturers, publishers, or distributors of any of the foregoing products or services.

8.4 The following sponsor categories will not be allowed to be featured, displayed, or otherwise promoted by any Participant in connection with Challengers:

8.4.1 Any person or entity that offers products or services that Activision determines are detrimental to the business of Activision or any of its affiliates (including without limitation the Franchise, Call of Duty League or Challengers) or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.

8.4.2 Games or other products or services from entities that compete directly with Activision or any of its affiliates

8.4.3 Account selling, sharing or trading websites

8.4.4 Drugs (whether legal or illegal) and any products used to consume drugs

8.4.5 Tobacco and vaping products

8.4.6 Pornography, sexual or adult oriented products or services

8.4.7 Gambling (whether legal or illegal)

8.4.8 Firearms / weapons, or related products or services

8.4.9 Political candidates or ballot initiatives

9. CONDUCT AND PENALTIES.

9.1 Behavior

9.1.1 All Participants must at all times observe the highest standards of personal integrity and good sportsmanship and act in a manner consistent with the best interests of Challengers, in each case as determined by Administration. Participants are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Challengers, and members of the Administration, the media, sponsors and fans.

9.1.2 Participants may not use obscene or offensive gestures or profanity in their tags, player handles, game chat, live play communications, lobby chat, shoulder content, interviews, or other public-facing communications of any kind. This rule applies to English and all other languages and includes abbreviations and/or obscure references.

9.1.3 Participants are expected to settle their differences in a respectful manner and without resort to violence, threats, or intimidation (physical or non-physical). Violence is never permitted at any time or place, or against any person including competitors, fans, referees and officials.

9.1.4 The obligation to behave in a professional and sportsmanlike manner includes an obligation on the part of Participants to arrive on time and ready to compete for all games, matches and tournaments in the Tournament Schedule. It also prohibits forfeiting a game or match without reasonable cause.

9.1.5 Call of Duty Challengers is a place for players from around the world, from different cultures, and from different backgrounds, to come together to compete and share their passion for our game. Participants in our competitions should be focused on bringing the world together through epic entertainment, celebrating our game, players, and fans, and building diverse and inclusive communities. Participants, Team Managers, and Owners must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official Challengers and Team events (including without limitation any Match) or on any official Challengers or Team channels (e.g., Match broadcasts, Challengers or Team shows, and official Challengers and Team-branded websites and social media channels). Throughout the period on match day that a Participant, Team Manager, or Owner is visible to the Challengers' and/or Team's live and camera audience(s), they may not wear, display or otherwise convey personal messages without express approval from the Administration, which approval shall not be granted for political messages.

9.2 Cheating and Game Integrity.

9.2.1 Participants must compete to the best of their skill and ability at all times. Any form of cheating by any Participants will not be tolerated. All Participants are prohibited from influencing or manipulating any game match (whether a Tournament match or otherwise) with the intent

that any aspect of the match is determined by anything other than the competitive merits. Examples of cheating or behavior impacting game integrity are not exhaustive, and include without limitation:

9.2.1.1 Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game, match or tournament (or any components thereof);

9.2.1.2 Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;

9.2.1.3 Allowing an individual who is not the registered owner of a Player Account to play on that Player Account in a game and/or playing in a game while logged in to a Player Account registered to someone else;

9.2.1.4 Bot use, spot timing (e.g., not throwing the game, just timing a shot so bettors win), wintrading, drophacking, queue sniping and soft play on the ladder, ghosting (i.e., a game spectator illegally provides information about an opponent's positions and/or movements), inducing another Participant to lose a match, and receiving leaked scrim footage and/or confidential or proprietary information of another Team;

9.2.1.5 Misuse or hacking of game servers;

9.2.1.6 Use of unauthorized or Restricted Items;

9.2.1.7 Violent, threatening or harassing behavior in any Franchise or Challengers setting, (offline and online), including Team housing;

9.2.1.8 Possession of a weapon at Challengers or team facilities or any other Challengers setting;

9.2.1.9 Inappropriate use of Challengers equipment; and

9.2.1.10 Any other actions or conduct that threatens to undermine the integrity of Challengers and its Teams.

9.2.2 Participants must at all times follow the Activision Software License Agreement, whether during a Challengers match or otherwise. Participants are prohibited from violating the Activision Software License Agreement for personal or

reputational gain, monetary gain, or for any other reason. Participants are not permitted to access the accounts of other individuals in order to artificially raise their competitive rank, earn Challengers Points, or any other actions that violate the above software license agreement. Violations of this Section 9.2.2, whether during the course of a Challengers season, during the Challengers off-season, or prior to such Participant's entrance into Challengers may result in discipline to be determined in the discretion of Administration.

9.3 Illegal and/or Detrimental Conduct.

9.3.1 Participants are required to comply with all applicable laws at all times.

9.3.2 A Participant may not engage in any activity or practice which (i) brings him or her into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from his or her public image, or (ii) is, or could reasonably be expected to be, detrimental to the image or reputation of, or result in public criticism of or reflect badly on, Activision, Tournament Administration, or any of their respective Representatives, Challengers, the other Teams or their respective sponsors or members, the game or any other product or service of the Activision. For the avoidance of doubt, Participant affiliation with individuals, entities or brands that are detrimental to the image or reputation of Activision, Administration, or any of their respective representatives, Challengers, the other Teams or their respective sponsors or members, the game or any other product or service of Activision, as determined by Administration, will be deemed as a violation of this provision and these Official Rules. A non-exhaustive list of such types of misconduct are as follows:

9.3.2.1 Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;

9.3.2.2 Sexual assault and other types of sexual offenses;

9.3.2.3 Illegal possession or distribution of a weapon;

9.3.2.4 Possession, use or distribution of performance-enhancing substances;

9.3.2.5 Conduct that poses a danger to the safety of another person;

- 9.3.2.6 Animal cruelty;
- 9.3.2.7 Theft and other property crimes; and
- 9.3.2.8 Crimes involving dishonesty.

9.3.3 Each Participant acknowledges that Administration and the Teams may have an obligation under applicable law to report illegal activities to local law enforcement authorities or respond to formal inquiries from law enforcement or judicial authorities in jurisdictions where suspected violations of law have taken place.

9.4 Anti-Harassment.

9.4.1 Administration is committed to providing a competitive environment that is free of harassment and discrimination.

9.4.2 In furtherance of this commitment, Participants are prohibited from engaging in any form of harassment or discrimination (either in-game or outside the game), including without limitation that which is based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic.

9.5 Gambling.

9.5.1 Gambling on the outcome of Franchise games, matches or tournaments (including any components thereof) can pose a serious threat to the integrity of, and public confidence in Challengers. Participants as well as employees of Administration or Activision are not allowed to (i) place, or attempt to place, bets on any games, matches or tournaments (or any components thereof) involving the Franchise, (ii) associate with high volume gamblers, or deliver information to others that might influence their bets, or (iii) offer or accept any gift or reward to or from anyone for services promised, rendered, or to be rendered in connection with any Franchise match, including services related to defeating or attempting to defeat a competing Team or services designed to throw, fix or otherwise influence the outcome of any Franchise, game or Match, Challengers event or otherwise.

9.5.2 This rule also prohibits Participants from participating in anyone else's betting activities, asking anyone to place bets involving the Franchise (including without limitation

Challengers games, Matches or tournaments, or any components thereof) on a Participant's behalf, or encouraging anyone else to bet involving the Franchise (including without limitation Challengers games, Matches or tournaments, or any components thereof).

9.5.3 Participants likewise are prohibited from engaging in any fantasy esports leagues or games involving the Franchise in which the participant pays any form of entry fee in exchange for an opportunity to win a cash prize or other thing of value.

9.6 Alcohol and Drugs.

9.6.1 The use, possession, distribution or sale of illegal drugs is strictly prohibited. Participants are prohibited from being under the influence of any substance of abuse, including alcohol or marijuana, while the Participant is engaged in Challengers events or on premises that are owned by or leased to the Team or Administration.

9.6.2 The unauthorized use, possession, distribution or sale of prescription drugs by a Participant is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a game, Match or tournament.

9.7 Non-Disparagement.

9.7.1 Participants have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that Participants may not make public statements that call into question the integrity or competence of match referees or Administration.

9.7.2 Participants may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning Activision, the Administration, any of their respective representatives, Challengers, the other teams or their respective sponsors or members, the Franchise or any other product or service of the

Activision or its affiliates. In addition, Participants may not encourage members of the public to engage in any activities that are prohibited by this Section 9.7.

9.7.3 This Section 9.7 does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

9.8 Software and Hardware.

9.8.1 Any intentional use, or attempted use, by a Participant of any bugs or exploits in the Franchise is strictly prohibited. Administration will determine, in its sole discretion, the bugs and exploits prohibited by this rule and whether a Participant has taken advantage of a bug or exploit in violation of this rule.

9.8.2 Participants must consult with Administration before bringing electronic storage devices to any Challengers LAN and are not allowed to use any mobile or external communication equipment during a match, including mobile phones.

9.8.3 Participants are prohibited from installing third-party software of any kind on any competition hardware or machines at Challengers LAN events.

9.9 Confidentiality.

9.9.1 Participants must keep confidential and not disclose to any third party confidential and proprietary information concerning the Franchise, Challengers, the Administration, Activision or its affiliates and sponsors.

9.9.2 This Section 9.9 does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order

9.10 Reporting.

9.10.1 Upon becoming aware of any conduct prohibited by this Section 9, Participants are required to immediately report the details to Tournament Administration at

amateur@callofdutyleague.com. Failure to comply with this requirement is an independent violation of these Official Rules.

10 PRIZE AWARDS.

10.1 **Distribution of Prize Awards.** A description of the potential prizes is set forth in Sections 5.9 and 5.11. The awarding of prizes is void where prohibited or restricted. Subject to these Official Rules, Team prizes will be awarded either equally to each of the Players on a winning Team or to the Team Leader, as elected by the team (with any discrepancies regarding the team's election determined by the Administration in its sole discretion). Potential Winners ("**Potential Winners**") are limited to one prize package per Challengers Online or LAN Tournament. Prizes are non-transferable and not exchangeable for any other prize. In the case of unavailability of a prize, the Administration reserves the right, in its sole discretion, to substitute a prize of equal or greater value. All cash prizes will be paid in US Dollars (unless the Administration permits an alternate method of payment). Potential Winners who are eligible for the award of a prize assume all liability for the use of the prize.

10.2 **Requirements to Collect a Prize Award.** Potential Winners must comply with these Official Rules and winning is contingent upon fulfilling all requirements. Potential Winners shall have no right to any prize unless the conditions set forth in these and any other applicable rules are satisfied. Potential Winners will be notified after the end of an applicable Challengers Online or LAN Tournament. Each Potential Winner is required to follow the instructions in the notification. In order to be eligible to claim a prize, each Potential Winner of a prize will be required to fill out and sign, within the prescribed period of time in the notification, an affidavit of eligibility and liability/publicity release form, as well as all applicable governmental and tax forms required to receive a prize, including an IRS form W-8 or W-9 and any other forms required. Winners who accepted prizing in the form of US Dollars and who are residents of the U.S. will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. Additional paperwork that Administration requests, including waivers and releases, must be submitted to Administration before Administration will provide the Potential Winner with any prize. Following Administration's verification of eligibility and compliance with the terms of these

Rules, the Potential Winner will be declared the winner of the prize. Prizes will be fulfilled approximately 8 – 10 weeks after conclusion of the event and receipt of all necessary documentation. If a Potential Winner cannot be contacted, does not respond, or fails to sign and return the required documentation within fourteen (14) days of the first notification attempt, the Potential Winner forfeits his or her eligibility to claim a prize.

- 10.3 **Costs Associated with Collecting a Prize Award.** Participants are responsible for any and all costs and expenses associated with their prize that are not specifically set forth herein. National, state and local taxes, including VAT taxes, which are associated with the receipt or use of any prizes are the sole responsibility of the Participant. For some non-U.S. Participants, 30% of the prize value will be withheld and remitted to the IRS to comply with U.S. tax laws.

11 DISCIPLINARY ACTION

- 11.1 **Investigation of and Right to Monitor Compliance.** To preserve the integrity of Challengers competition, Administration will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. Participants agree to cooperate with Administration in any such investigation. The failure by a Participant to cooperate with any internal or external investigation conducted by Administration or its designee relating to a violation of these Official Rules is itself a violation of these Official Rules, including without limitation being untruthful or withholding, tampering with or destroying evidence.
- 11.2 **Subjection to Penalty.** Any violation of the Official Rules by one or more members of a Team or by a Team Owner will be subject to penalty. The nature and extent of penalties imposed will be determined by Administration. All decisions of Administration regarding rules violations or other issues regarding the Tournament, are final.
- 11.3 **Penalties.** Penalties for rule violations will be assessed by Administration. These penalties will vary in range between loss of side or map selection, to termination of a Team License, in direct relation to the severity of the offense and the number of offenses committed previously by the same team. The following is a non-exhaustive list of penalties that may be enforced at the discretion of the Administration:

Verbal Warning(s)
Written Warning(s)
Suspension(s)
Loss of Side Selection for Current or Future game(s)
Ban for Current or Future matches and events
Prize Forfeiture(s)
Game Forfeiture(s)
Match Forfeiture(s)
Tournament Disqualification
Termination of Team License

12 LIMITATIONS OF LIABILITY AND GENERAL RELEASE

12.1 As a condition to being allowed to participate in Challengers and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless Activision and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives (the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in Challengers or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. In no event shall Participants have, and Participants hereby irrevocably waive, any right to sue the Released Parties or to seek or obtain injunctive or other equitable relief in connection with Challengers or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of Challengers.

12.2 IN NO EVENT WILL ACTIVISION OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE LEAGUE RULES TO ANY PARTICIPANT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, AND/OR DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR

NOT THE ADMINISTRATION, ACTIVISION OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 To the fullest extent permitted by applicable law, each Participant acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and he/she freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.

12.4 Participants acknowledge and agree that Activision are not insurers of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

13 GRANT OF RIGHTS

13.1 By agreeing to these Official Rules and participating in **Challengers**, each Participant hereby grants to Activision and its parents, subsidiaries and affiliates a perpetual, royalty-free, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store and otherwise use the Participant's name, logos, trade or service marks, copyrighted material, nickname, Activision ID, PlayStation ID (or replacement tags), logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, backstory and any streams of the Call of Duty Franchise or streams of any other Activision Blizzard, Inc. video game in which the Participant participates ("**Participant Materials**"), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Challengers event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of Challengers and the Franchise in general; (c) (i) the exploitation of media rights, (ii) the creation and sale of in-game or digital merchandise, and (iii) any group licensing or other agreements with third parties that are negotiated by Activision; and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties,

souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Activision. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the **"Licensed Materials."**

13.2 **Advertising and Commercial Materials.** The grant of rights and licenses in Section 13.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Activision (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Activision's (or its sublicensees'): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Activision (or its sublicensees) for Challengers or the Franchise from time to time (the foregoing, the **"Advertising and Commercial Materials"**).

13.3 **Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**

13.3.1 As between each Participant and Activision, each Participant is the sole owner of Participant Materials, except that Activision is the sole owner of all Activision Accounts, game play data and statistics and any intellectual property of Activision included in streams of the Franchise or other Activision Blizzard video games.

13.3.2 As between each Participant and Activision, Activision will be the sole owner of all of the following (collectively, the **"Challengers Materials"**):

13.3.2.1 Licensed Materials and Advertising and Commercial Materials (but not Participant Materials that are

incorporated into or used in the Licensed Materials or Advertising and Commercial Materials);

13.3.2.2 All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Activision and that incorporate or make use of all or any part of Participant Materials (but not Participant Materials that are incorporated or used therein and licensed hereunder);

13.3.2.3 Suggestions, comments and other feedback that a Participant may provide to Activision relating in any way to (a) Challengers, the Franchise or the business of Activision, and (b) all improvements or enhancements to Challengers, the Franchise, or the business of Activision resulting from any such suggestions, comments and feedback;

13.3.2.4 Data and statistics relating to a Participant's play of the Franchise, and all feeds and data streams of such data and statistics; and

13.3.2.5 Intellectual property rights in each of the foregoing existing anywhere in the world.

13.4 Works for Hire; Assignment.

13.4.1 If a Participant at any time creates, develops or invents any Challengers Materials, the parties acknowledge and agree that all copyrightable Challengers Materials, and all elements, portions and derivative works thereof, shall be created for Activision as "works made for hire" and that all copyrights in and to such Challengers Materials, and in all elements, portions and derivative works thereof, shall vest automatically in, and belong to, Activision. If, however, by operation of law or otherwise, such Challengers Materials or any element, portion and derivative works thereof are not deemed a "work made for hire" or for any reason do not automatically vest in Activision and/or if there are any patents, trademarks, know-how or other intellectual property rights in the works that do not automatically accrue to Activision under the preceding sentence, the Participant hereby assigns (and agrees at the time of creation to assign) to Activision and/or its designee, in each case for no additional consideration, by way of present assignment of future copyright and other intellectual property rights, all

worldwide rights, title and interest, including all copyright and other patent, trademark and other intellectual property rights worldwide, in and to all Challengers Materials (and in all elements, portions and derivative works thereof) and agrees to take, at the expense of Activision or its designees, any and all such other actions reasonably deemed appropriate by Activision or its designee in furtherance of such assignment, including, without limitation, the execution and delivery to Activision or its designee of any further instruments of assignment reasonably requested by Activision or its designee.

13.5 Waivers

13.5.1 By agreeing to these Official Rules, each Participant hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Licensed Materials or Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which he/she is or may become entitled under applicable law in relation to the Licensed Materials, Advertising and Commercial Materials, or to his/her participation in Challengers or Activision events. Nothing in these Official Rules requires Activision to make use of any of the rights or licenses granted herein.

13.6 Collection of Personal Data

13.6.1 Major League Gaming (“MLG”) will collect, store and use information collected in connection with Challengers and Challengers events (including information collected at live events) in accordance with MLG’s online privacy policy (the “**MLG Online Privacy Policy**”) for the applicable region below. By accepting these Official Rules, each Participant also agrees to the terms of the MLG Online Privacy Policy. https://accounts.majorleaguegaming.com/privacy_policy

14 RESOLUTION OF DISPUTES

14.1 Disputes Regarding League Rules. Activision has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of these Official Rules (“**Rules Dispute**”).

14.2 Binding Arbitration for Arbitration Disputes. Any dispute, claim or controversy that Activision may have against a Participant or that a Participant might have against Activision, and any dispute, claim or controversy arising out of or relating to Challengers or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Activision's final, binding authority (whether under Section 14.1 or under separate written agreements entered into with Activision or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Activision ("**Arbitration Dispute**") will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section 14.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Activision from seeking and obtaining from any court of competent jurisdiction (without the need for Activision to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Official Rules. Except as otherwise provided by these Official Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

14.3 Class Action and PAGA Waivers.

14.3.1 By agreeing to these Official Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Activision and the Participant individually.

14.3.2 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Activision; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("**PAGA**"), separately addressed in Section 14.3.3 below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Activision agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of Section 14.3.1 and this Section 14.3.2 are referred to as the "**Class Action Waiver**".

14.3.3 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the Participant will not have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the Participant or the Administration agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this Section 14.3.3 are referred to as the "**PAGA Waiver**".

14.3.4 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action,

collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or non-PAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within Los Angeles, California, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

14.3.5 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii) severance of the unenforceable provision will have no impact whatsoever on the arbitration of any remaining claims on an individual basis pursuant to Section 14.3 of this agreement; and (3) any PAGA representative or private attorney general action must be litigated in a civil court of a competent jurisdiction. To the extent there is any Rules Dispute or Arbitration Dispute to be litigated in a civil court of competent jurisdiction on a PAGA private attorney general or representative action basis because the PAGA Waiver is deemed unenforceable with respect to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

14.4 **Governing Law.**

14.4.1 All Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the United States of America and the law of the State of New York, without regard to choice of law principles, provided that Activision will have the right to disqualify any Participants that are rendered ineligible to participate due to local law. This

selection of governing law shall supersede any prior choice of law contained in any prior version of the Official Rules executed by the Participant.

14.4.2 Participants agree to be bound by these Official Rules and by the decisions of Activision with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.

14.4.3 In recognition of Challengers status as a global league, Activision will endeavor to provide official translations of these Official Rules. In the event of any conflict between the English version and any translation of these Official Rules, the English version will control.

14.5 **Changes to this Section.** Administration will provide 60 days' notice of any changes to this Section 14. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.