

CALL OF DUTY® CHALLENGERS

TOURNAMENT RULES

2027 SEASON

v1.1

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TABLE OF CONTENTS

1. INTRODUCTION....2

2. PLAYERS....5

3. TEAMS....9

4. COMPETITIVE STRUCTURE AND FORMAT....12

5. TOURNAMENT COMPETITIONS....15

6. GAME RULES AND SETTINGS....27

7. ONLINE MATCH REPORTING....29

8. SPONSORSHIP RESTRICTIONS....30

9. CONDUCT AND PENALTIES....32

10. PRIZE AWARDS....38

11. DISCIPLINARY ACTION....40

12. LIMITATIONS OF LIABILITY AND GENERAL RELEASE....41

13. GRANT OF RIGHTS....42

14. RESOLUTION OF DISPUTES....46

1. INTRODUCTION

1.1. **Purpose**. 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**". The tournament operator for Challengers will be ESL FACEIT Group ("**FACEIT**"). Challengers competition consists of (i) Call of Duty Challengers Online Tournaments (collectively, "**Challengers Online**"); and (ii) Call of Duty Challengers LAN Tournaments ("**Challengers LAN**"). These Call of Duty® Challengers Tournament Rules, including any updates, amendments, or supplements thereto ("**Tournament Rules**") codify the rules, eligibility, settings, and standards of conduct that will apply as a condition to participation in Challengers. These Tournament Rules apply to all Teams, Team Owners (including all direct and direct owners of entities that own Teams), Team Managers (including head coaches, general managers, and other coaches), Team Staff (including other employees, staff and contractors), 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 Tournament 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 and select Challengers Online events will be posted to the Call of Duty Challengers Website or provided to Participants before the applicable Challengers LAN event. In the event of a conflict between those rules and these Tournament Rules, these Tournament Rules shall govern except to the extent those rules expressly provide that they supersede these Tournament Rules.

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

1.3. **Sharing of Participant Data**. In addition, as a critical step in the Path to Pro, each Participant understand that Participant's personal information and game data is fundamental for Teams to detect talent and prospect for future players. By entering and participating in Challengers,

and accepting this Tournament Rules, Participants agree to share contact information and game data with the Call of Duty League, LLC, its affiliates and its member Teams, in accordance with each applicable entities' Privacy Policy in effect from time to time.

1.4. THESE TOURNAMENT 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 HEREIN AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 12 HEREIN. THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE TOURNAMENT RULES. If a provision of these Tournament 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 Tournament Rules or the validity or enforceability in other jurisdictions of any other provision of these Tournament Rules.

1.5. Violation of these Tournament Rules may subject a Participant to discipline, including, but not limited to monetary fines, game/match forfeitures, prize forfeitures, and disqualification/removal from Challengers, at the Administration's sole discretion, as further described in Section 11.

1.6. **Acceptance.** Each Participant is required to read, understand, and agree to these Tournament Rules prior to, and as a condition to, participating in Challengers. Participants may accept these Tournament Rules by any of the following methods:

(a) by signing a Challengers Participation Form, if any, either in print or digitally;

(b) by registration or other participant sign-up method, including in connection with the applicable Tournament platform, e.g., FACEIT;

(c) by creating a Team on the applicable Tournament platform (if applicable);

(d) accepting a match or Team invitation on the applicable Tournament platform (if applicable);

(e) by posting a match on the applicable Tournament platform (if applicable);

(f) by participating in any match that is a part of Challengers;

(g) by speaking or acting on behalf of the Team at any Challengers LAN event' or

(h) such other method as may be prescribed by these Tournament Rules.

1.7. **Changes to and Enforcement of these Tournament Rules**. The field of esports competitions is still relatively new and changing rapidly, and these Tournament Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, Administration (a) may update, amend or supplement these Tournament Rules from time to time; and (b) may interpret or apply these Tournament Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Administration reserves the right to make any decisions on cases not specifically covered by these Tournament Rules to preserve the spirit of fair competition and sportsmanship. Administration's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Administration's sole discretion. Any material changes to these Tournament 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.

1.8. **Applicability of these Tournament Rules.** These Tournament Rules are intended to provide comprehensive background rules for all aspects of Challengers. Challengers LAN and select Challengers Online 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. The Administration reserves the right to make any decision on cases not specifically covered by these Tournament Rules to preserve the spirit of fair competition and sportsmanship. These Tournament Rules are in addition to the Terms of Service, Privacy Policy and all rules governing the use of FACEIT accounts. The current versions of each policy are available at:

(a) Terms of Service: https://corporate.faceit.com/terms-conditions/

(b) Privacy Policy: https://corporate.faceit.com/privacy/

1.9. **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 4™ (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.

1.10. **Call of Duty League Official Rules Applicable at Pro**-Ams. Should any Team qualify to compete in a Call of Duty League tournament (structured as a "**Pro-Am**" or otherwise), all Participants for that Team are subject to the Official Rules of the Call of Duty League applicable at the start of such tournament (the "**CDL Rules**"). Such Participants will be furnished with a copy of the CDL Rules prior to competing and must review and sign the CDL Rules in the manner prescribed therein in order to be eligible to compete.

2. PLAYERS

2.1. **Eligibility**. To be able to compete as a "**Player**" in Challengers, Participant must:

(a) be in good standing with respect to any Activision player accounts (including any Activision, Battle.net or individual Game account), Xbox Live and PlayStation Network Accounts, and FACEIT Account (collectively, "**Player Accounts**"), with no undisclosed violations of Activision's Software License and Service Agreement and any other applicable end user license agreement (collectively, the "**End User License Agreement**");

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

(c) for Challengers Online, reside and compete in the region associated with their FACEIT account. All Challengers Online competitions will be separated by region as follows (each, a "**Region**"):

(i) North America: United States, Canada, Mexico, Puerto Rico, Jamaica, the Bahamas;

(ii) Europe: Albania, Andorra, Armenia, Austria, Belarus, Belgium, Bonaire, Sint Eustatius and Saba, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, 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, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine (excluding

Crimea and the so-called People's Republics of Luhansk and Donetsk), United Kingdom of Great Britain and Northern Ireland (the), Holy See (the);

(iii) Latin America: Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, French Guiana, Dominican Republic, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Suriname, Uruguay, Venezuela;

(i) Asia Pacific: Australia, Japan, New Zealand, Hong Kong, Taiwan, Singapore, Malaysia, Indonesia, Thailand;

(ii) Middle East & North Africa: Bahrain, Egypt, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, United Arab Emirates;

(iii) 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;

(d) for Challengers LAN events, meet certain additional regional requirements as determined prior to the first such competition;

(e) 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 waived this Section 2.1(e) in writing;

(f) not be a director, officer, or non-player 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;

(g) not be on the Roster of more than one Challengers Team at the same time;

(h) agree to be bound by these Tournament Rules, the End User License Agreement, and the decisions of Administration;

(i) hold a valid passport and any necessary visa or other governmental authorization as may be required for Participant's travel and participation in Challengers;

(j) ensure that Participant's participation in Challengers complies with all laws of the jurisdiction in which Participant is a resident, as well as the Region Participant is competing, and represent and warrant that Participant will take all steps necessary to ensure such compliance, including as required pursuant to Section 2.2. Participant must also obtain any necessary visa or other governmental authorization required for Participant's 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 Participant's compliance with local laws and visa requirements.

(k) if applicable, be formally invited by the Administration;

(l) if applicable, meet certain additional eligibility and/or qualification requirements under certain Challengers events and set forth in the rules related thereto; and

(m) if applicable, not otherwise be deemed ineligible by virtue of Participant's qualification or invitation to existing Challengers events.

Notwithstanding anything to the contrary contained herein or any specific Tournament Rules, Administration shall have the right in its sole and absolute discretion to determine the eligibility of any and all Participants. Players acknowledge and agree that Player eligibility status as determined by Administration may change at any time and such determination shall be final.

2.2. **General Eligibility.** Players shall only participate in the Tournament so long as their participation in Challengers does not violate applicable local laws and/or the federal, state and local laws of the United States, and/or the laws applicable to jurisdictions outside the United States. Players are responsible for ensuring that their participation in the Tournament complies with all laws of the jurisdiction(s) in which they are a resident and the Region in which such Players are competing, and Players shall take all steps necessary to ensure such compliance, including obtaining any necessary visa or other governmental authorization required for Player's participation in Challengers, whether online or in-person (including any travel required to or from any venue for the tournaments, which shall be the sole responsibility of the Player).

2.3. **Player Names.**

(a) Players must use an acceptable name that complies with this Section. Players may, but are not required to, use their legal name. Administration reserves the

right to restrict or change a Player's tag, clan tag, handle, or other name if, in Administration's sole discretion, it deems any tag, clan tag, handle or name to be offensive, toxic or inappropriate. Administration reserves the right to revoke the eligibility of any Player whose Activision ID, Battle.net ID, Xbox Live/PlayStation ID (or other equivalent IDs) 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.

(i) Player names shall not include a sponsor name.

(ii) Player names shall not include a product name or description.

(iii) Player names shall not include any words that are purely commercial.

(iv) Player names shall not include celebrity names or monikers (except when used by celebrity Players themselves).

(v) Players shall not use names of Call of Duty League players or teams (except when used by such Call of Duty League players themselves).

(vi) Player names may not include a personal or political statement.

(vii) Player names must comply with these Tournament Rules.

2.4. **Call of Duty League "Two-Way" Players**

(a) 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:

(i) Two-way players are ineligible to compete in Challengers for a period of seven (7) days after they've appeared in a Call of Duty League match (a "League Match"). A maximum of two designated two-way players may compete on a Challengers team at a time;

(ii) Challengers teams may include Two-Way Players belonging to different CDL Teams;

(iii) No player will be eligible to appear in both Challengers and Call of Duty League Matches in the same week, Challengers and Call of Duty League weeks are defined as Thursday to Wednesday; and

(iv) 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.

3. TEAMS

3.1. **Team License.** Pursuant to Section 13 herein each Team Owner will receive a license to operate a Team for the duration of the Challengers season (a "**Team License**"), subject to Section 13 and the Team and Team Owner's compliance with these Tournament Rules. Renewal of the Team License for future Challengers seasons is at Administration'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 Tournament Rules.

3.2. **Challengers Teams.** A "**Team**" will consist of four (4) 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 four (4) players (including any two-way players) designated as eligible to compete in a given week.

3.3. **Team Branding.**

(a) 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 Tournament 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 Administration the licenses set forth in Section 13.

(b) 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.

(c) 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 if 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:

(a) Have four (4) players who have accepted the Tournament Rules and agreed to be on the Team.

(b) All four (4) players have met the eligibility requirements above and have entered their Activision accounts into any required fields.

(c) When applicable, any member of the Team has checked the team into the tournament within one (1) hour of tournament start time.

3.5. **Challengers Online Roster Lock Timing.**

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

(b) Special Events: Roster lock timing for select Challengers Online events ("**Special Events**"), will be provided to Participants prior to competition.

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 these Tournament Rules including 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 Rules.** Each Challengers Online Team is comprised of the following roles, each with varying levels of responsibility:

(a) **Team Leader:**

(i) Edit Team Content (i.e., Team name, description, hero and logo image)

(ii) Disband Team

(iii) Invite and Kick Player

(iv) Create, accept, and play in matches

(v) Report match results and match issues

(b) **Team Captain:**

(i) Create, accept, and play in matches

(ii) Report match results and match issues

(c) Team Member

(i) Play in matches

3.8. **Challengers Special Events Roster Requirements.** Details regarding the roster submission process for Challengers Special Events will be provided to Participants prior to competition.

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

3.10. **Player Restrictions.** The following restrictions may apply to Call of Duty Challengers Players throughout the course of the tournament.

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

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

(a) Team names and logos cannot include any sponsor unless approved by the Administration.

(b) Team names and logos cannot include any product name or description unless approved by the Administration.

(c) Team names and logos may not include any words that are purely commercial unless approved by the Administration.

(d) Team names and logos may not include profanity or any offensive words.

(e) Team names and logos may not include any geographic identifiers unless approved by the Administration.

(f) Team name and logos may not include a personal or political statement or an individual person's name or moniker.

(g) Team names and logos may not include any Call of Duty League team names or marks unless approved by the Administration.

4. COMPETITIVE STRUCTURE AND FORMAT

4.1. **Platform.** All Challengers matches may be played on PlayStation 5, Xbox Series X|S, or Windows PC. All Challengers Offline matches will be played on Windows PC. For Challengers Online competitions, competitors will be required to have an account for their corresponding platform and Activision account to connect to online services and compete (the "**Platforms**").

4.2. **Equipment.** Players are to use platform 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 Tournament 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 2027 Season will be Call of Duty®: Modern Warfare 4™.

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. Challengers Points will be used for qualifying for travel coverage and seeding purposes for future Challengers Online, select Special Events 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, Special Events, and Challengers LAN programs and are not awarded to any other tournaments hosted on FACEIT. Details regarding the awarding and allocation of Challengers Points for Challengers Special Events will be provided to Players prior to competition.

(a) **Cups.** Challengers Cup Tournament placing provides Challengers Points to each Player on the Team as follows:

Challengers Cups Points Breakdown	
Placement	**Points**
1st	2000 Points
2nd	1500 Points
3rd	1,250 Points
4th	1,200 Points

5th-6th	1,000 Points
7th-8th	800 Points
9th-16th	600 Points
17th-32nd	200 Points
33rd-64th	100 Points

(b) **Opens & Finals.** Challengers Open Tournaments & Challengers Finals placing provides Challengers Points to each player on the Team as follows:

Challengers Open Points Breakdown	
Placement	**Open**
1st	25,000 Points
2nd	20,000 Points
3rd	17,500 Points
4th	15,000 Points
5th-6th	12,500 Points
7th-8th	10,000 Points
9th	7,500 Points
13th	5,000 Points
17th	3,000 Points
25th	2,000 Points
33rd	1,000 Points
49th	500 Points

(c) **Leaderboard.** Players will be ranked on a Challengers Online Leaderboard that showcases points accumulated through participating in Challengers Online and Challengers LAN events and Tournaments.

(d) **Bonus Points for Competing in Conflicting Call of Duty League Matches.**

(i) Any Challengers Player that competes in a CDL League Match in a given Regular Season week and is not able to compete in the Challengers event that same week due to the conflict is eligible to receive a bonus of 3,000 Challengers Points per week this occurs.

(ii) The bonus is awarded only to Challengers Players who actually compete in one or more League Matches during the applicable week; no points for being rostered but not competing.

(iii) Any Challengers Player that competes in both CDL League Matches and Challengers events during a Regular Season week is eligible to earn the greater of 3,000 points or the total points earned from the Challengers event.

(iv) Any Challengers Player forced to miss a Challengers match in order to serve as an emergency substitute in a CDL League Match is eligible to earn the greater of 3,000 Challengers points or the total points earned from the Challengers event.

(v) Any CDL player that exits the CDL and begins to compete in Challengers mid-season will be deemed to have earned 3,000 Challengers points for each week of CDL League Matches he previously competed in that season.

5. 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.

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

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

(c) **Challengers Online Finals Match**: The final match of each Challengers online tournament (the "**Finals Match**") will feature the winner of the Winners Finals and the winner of the Elimination Finals.

(i) The Finals Match will be a Best of Seven (7) game series. The first Team who wins four (4) games will win the Finals Match.

(1) The Administration shall provide the Finals Match game modes at a later date.

(d) **Challengers Cups Format.** Cups 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.

(e) **Challengers Minor Tournament Qualifiers Format.** Sixteen (16) Teams will participate in a double elimination bracket where the top four (4) Teams will qualify for the corresponding Call of Duty League Minor Tournament.

(i) **Minor Tournament Eligibility.** The top sixteen (16) Teams by Challengers Points that register for each Minor Tournament Qualifier will be eligible to participate.

(ii) **Regional Eligibility.** Notwithstanding Section 2.1 of these Tournament Rules, only Players that compete in the North America region on their FACEIT account are eligible to compete in the Challengers Minor Tournament Qualifiers.

(iii) **Breaking Qualifier Ties.** In the event that two or more Teams are tied in Challengers Points for a Qualifier Stage slot for a given Season, such Qualifier Stage slot shall be awarded to the Team that received the most points from the most recent Challengers tournament. In the event that two or more tied Teams received the same number of points from the most recent Challengers tournament, the open Qualifier slot shall be awarded to the Team with the highest player placement average, calculated based upon each of the Team's players' respective placements in all Challengers Cup and Open

tournaments from the 2027 Challengers Season, regardless of whether such players participated as a Team in such tournaments.

(f) **Challengers Participation in CDL Pro-Ams.** Teams participating in any CDL Pro-Am must participate with the same roster used in the tournament that qualified the Team into the CDL Pro-Am unless/until approved by the Administration in writing.

(i) **Online CDL Pro-Am Participation.** Any Team that participates in a CDL online Pro-Am that overlaps with a Challengers tournament taking place in such Team's region will receive Challengers Points equal to 1st Placement in such concurrent Challengers tournament.

(ii) **LAN CDL Pro-Am Participation.** Teams participating in any LAN CDL Pro-Am will receive the following:

(1) If the Team reaches 8th place or higher, the Team receives 25,000 Points.

(2) If the Team is eliminated from the LAN Pro-Am lower than 8th Placement, the Team receives no Challengers points from the Pro-Am and will be directly seeded into the corresponding Challengers Open and will continue the weekend competing in the Challengers Open for Prizing and Challengers Points as outlined in these Tournament Rules. Teams which are seeded into the Challengers Open from the Pro-Am will be seeded as the top seeds in the Open and will be ordered by their Challenger Points as described in Section 5.10

(g) **Map Veto Process.** For Challengers Online tournaments, maps are determined for each match through a veto process for double elimination brackets and predetermined for each round of a single elimination bracket. Teams will provide their map picks and bans to a referee in their respective FACEIT Match room chat. The higher seeded Team will decide whether to be Team A or Team B in the process. All communication between teams must be held in their respective FACEIT Match room chat. The specific veto process can be found on the Call of Duty League Competitive Settings page:

(i) https://callofdutyleague.com/en-us/competitive-settings

5.2. **Challengers Online Bracket Sizes.** Bracket sizes are determined by the number of registered participants for each tournament. When applicable, 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 all online tournaments, a schedule will be provided ahead of each event.

5.3. **Challengers Cups Maximum Bracket Size.**

(a) **Maximum Bracket Size:** 1,024 Teams

(b) **Minimum Bracket Size:** 4 Teams

5.4. **Challengers Special Events.** Challengers Special Events will support multiple formats and structures. Individual rules and Match structure for Special Events will be provided to Players prior to the start of a Special Event.

5.5. **Challengers LAN Match Structure.** Each LAN 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 32 stage, each match ("**Top 32 LAN Match**") will be a Best of Five (5) games. The first Team to win three (3) games wins the Top 32 LAN Match.

(a) **Challengers LAN Open Format.** Opens will utilize a double elimination bracket system for all competitions.

(b) **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.

(c) **Challengers LAN Finals Match**: The final match of each Challengers LAN tournament (the "LAN **Finals Match**") will feature the winner of the Winners Finals and the winner of the Elimination Finals.

(i) The Finals Match will be a Best of Seven (7) game series. The first Team to win four (4) games will win the LAN Finals Match.

(d) **Challengers LAN Bracket Sizes.** Bracket sizes are determined by the number of registered participants for each tournament.

(e) **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/en-us/competitive-settings

(f) **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.

(g) **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.

(h) **Mid-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), 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 original team during the same event. 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.

5.6. **Challengers Game Types in Rounds.** Game types will be set for each round of a single elimination bracket. These game types must be played and may not be substituted out. For double elimination brackets, maps are determined for each match through a veto process. Teams will provide their map picks and bans to a referee. 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

5.7. **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.

5.8. **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.

5.9. **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. 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. Teams must report a game hosted with incorrect settings immediately following the impacted game, before beginning the next game in the match. 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 penalty based on the game mode type, as follows:

(a) For round-based game modes (i.e., Search and Destroy,etc.), the hosting team will forfeit one round.

(b) For respawn-type game modes (i.e., Hardpoint), the hosting team will forfeit the map.

5.10. **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 that arise from bracket creation.

5.11. **First Tournament Seeding.** For the first Challengers Online Cup, players will be seeded using points (and randomized bucketing) from the previous Call of Duty®: Black Ops 7 season.

5.12. **Challengers Online Tournament Schedule.** Each tournament will take place on a Saturday & Sunday. 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.

(a) **Challengers Cup Tournaments.** Challengers Cup Tournaments shall conclude on June 12, 2027, or such other date as communicated by the Administration.

5.13. **Challengers Online Tournament Prizing and Payouts.** Players can opt to receive prize payments through PayPal or bank account. Administration will contact the players within thirty (30) days after the end of a tournament, through the email that they linked on their FACEIT profile, to gather all necessary payment information. Prizing distribution per Team for Challengers Online tournaments is as follows:

Placement	NA & EU Cups	APAC, LATAM & MENA Cups
1st	$2,000*	$1,000*
2nd	$500*	$500*

*Cash prizes are per Team and will be split evenly across Players

5.14. **Challengers LAN Prizing and Payouts.** Prizing distribution per Team for Challengers Open tournaments is as follows:

Placement	Open
1st	$30,000
2nd	$18,000
3rd	$12,000
4th	$6,000
5th – 6th	$3,000
7th – 8th	$1,500

5.15. **Challengers Global Finals.**

(a) **Format.** Sixteen (16) Teams will compete in the Challengers Global Finals.

(i) **Group Stage**. The Sixteen (16) Teams will be divided into four (4) distinct competition pools (each a "**Group**"), Group Alpha ("**GA**"), Group Beta ("**GB**"), Group Charlie ("**GC**"), and Group Delta ("**GD**"). Each Team will play a total of two (2) or three (3) best of five (5) Matches during the Group Stage. The top two (2) Teams from each Group based upon their overall placement will advance to the final stage of the Challengers Global Finals, the "**Bracket Stage**".

(ii) **Initial Group Seeding.**

(1) The 1st, 8th, 9th, and 16th ranked Teams based upon Challengers Points will be placed in GA.

(2) The 2nd, 7th, 10th, and 15th ranked Teams based upon Challengers Points will be placed in GB.

(3) The 3rd, 6th, 11th, and 14th ranked Teams based upon Challengers Points will be placed in GC.

(4) The 4th, 5th, 12th, and 13th ranked Teams based upon Challengers Points will be placed in GD.

(iii) **Group Stage Progression**.

(1) *Winners Round 1:* The 1st and 4th ranked Teams and 2nd and 3rd ranked Teams within each Group will compete against one another (for purposed of this Section 5.15, such matches, "**GAR1A**", "**GAR1B**", "**GBR1A**", "**GBR1B**", "**GCR1A**", "**GCR1B**", and "**GDR1A**", "**GDR1B**", respectively). The winners shall advance to Winners Round 2. The losers shall be relegated to Elimination Round 1.

(2) *Elimination Round 1:* The losers of Winners Round 1 within each Group shall compete against each other (for purposes of this Section 5.15, such matches, "**GAER1**", "**GBER1**", "**GCER1**", and "**GDER1**", respectively). The winners shall advance to Elimination Round 2. The losers shall be eliminated from the Group Stage.

(3) *Winners Round 2:* The winners of Winners Round 1 within each Group shall compete against each other (for purposes of this Section 5.15, such matches, "**GAWR2**", "**GBWR2**", "**GCWR2**", and "**GDWR2**", respectively). The winners shall advance to the Bracket Stage. The losers shall be relegated to Elimination Round 2.

(4) *Elimination Round 2:* The winners of Elimination Round 1 and the losers of Winners Round 1 within each Group shall compete against each other (for purposes of this Section 5.15, such matches, "**GAER2**", "**GBER2**", "**GCER2**", and "**GDER2**", respectively). The winners shall advance to the Bracket Stage.

(iv) **Bracket Stage.** A total of eight (8) Teams will compete in a double elimination bracket following completion of the Group Stage. Teams will be seeded based upon placement in their respective Groups. Each Match will be a best of five (5) game series.

(v) **Bracket Stage Progression.**

(1) *Winners Round 1:* GA 1st and GB 2nd ranked Teams, GD 1st and GC 2nd ranked Teams, GC 1st and GD 2nd ranked Teams, and GB 1st and GA 2nd ranked Teams will compete against one another (for purposes of this Section 5.15, such matches, "**WR1A**", "W**R1B**", "W**R1C**", and "W**R1D**", respectively). The winners shall advance to Winners Round 2. The losers shall be relegated to Elimination Round 1.

(2) *Elimination Round 1:* The loser of WR1A will compete against the loser of WR1B, and the loser of WR1C will compete against

the loser of WR1D (for purposes of this Section 5.15, such matches, "ER1A" and "ER1B", respectively). The winners shall advance to Elimination Round 2. The losers shall be eliminated from the Bracket Stage.

(3) *Winners Round 2:* The winner of WR1A will compete against the winner of WR1B, and the winner of WR1C will compete against the winner of WR1D (for purposes of this Section 5.15, such matches, "W**R2A**" and "W**R2B**", respectively). The winners shall advance to Winners Round 3. The losers shall be relegated to Elimination Round 2.

(4) *Elimination Round 2:* The winner of ER1A will compete against the loser of WR2B, and the winner of ER1B will compete against the loser of WR2A (for purposes of this Section 5.15, such matches, "**ER2A**" and "**ER2B**", respectively). The winners shall advance to Elimination Round 3. The losers shall be eliminated from the Bracket Stage.

(5) *Elimination Round 3:* The winner of ER2A will compete against the winner of ER2B (for purposes of Section 5.15, such match, "**ER3**"). The winner shall advance to Elimination Finals. The loser shall be eliminated from the Bracket Stage.

(6) *Winners Finals:* The winners of WR2A and WR2B will compete against one another. The winner will advance to the Finals Match. The loser will be relegated to Elimination Finals.

(vi) **Elimination Finals**: The winner of ER3 will compete against the loser of Winners Finals. The winner will advance to the Finals Match. The loser shall be eliminated from the Bracket Stage.

(vii) **Finals Match**: The Finals Match will feature the winner of the Winners Finals and the winner of the Elimination Finals.

(1) The Finals Match will be a Best of Seven (7) game series. The first Team who wins four (4) games will win the Finals Match.

(2) The Administration shall provide the Finals Match game modes at a later date.

(3) A map veto process for the Finals Match, which is separate from the best of seven (7) map veto process, will give the winner of Winners Finals an advantage, which process will be shared with Teams ahead of the event.

(b) **Date.** The Administration shall provide qualified Teams with the final date for the Challengers Global Finals at a later date.

(c) **Qualification**. Teams will qualify for participation in the Challengers Global Finals in accordance with the below:

(i) **Automatic Qualification.**

(1) The (i) top three (3) Teams in the North America Region, (ii) the top three (3) Teams in the EU Region, (iii) the top Team in the Latin America Region, (iv) the top Team in the Asia Pacific Region, and (v) the top Team in the Middle East & North Africa Region, each with the highest Challengers Point totals in their Region as measured as of the end of the Challengers Open #4, who register for their Region's Last Chance Qualifier (as defined below) will automatically be qualified to participate in the Challengers Global Finals and will not compete in the Last Chance Qualifier.

(2) The top two Teams based upon placement at the final Challengers Open will automatically qualify for the Challengers Global Finals.

(ii) **Last Chance Qualifiers.** The Administration will host a **"Last Chance Qualifier**" tournament in each Region. The sixteen (16) Teams from each of the North America and EU Regions, and the eight (8) Teams from each of the Latin America, Asia-Pacific, and Middle East & North Africa Regions with the highest Challengers Point total in their region measured as of the end of the

Challengers Open #4 (other than Teams that automatically qualified for the Challengers Global Finals pursuant to Section 5.15I(i) above) who register for their Region's Last Chance Qualifier will be qualified to participate in their Region's Last Chance Qualifier. Each Last Chance Qualifier will be conducted in a double-elimination format. The winning Team of each Region's Last Chance Qualifiers will qualify to participate in the Challengers Global Finals.

(d) **Seeding.** Teams will be seeded in the Global Finals by the Administration according to each Team's total Challengers Points (measured as of the end of the final Challengers Open).

(e) **Roster Lock.** Teams in the Challengers Global Finals are required to compete with the same roster of Players such Team registered to compete with in their regional Last Chance Qualifier.

(f) **Challengers Global Finals Prizing and Payouts.** Prizing distribution per Team for the Challenges Global Finals is as follows:

Placement	Prizing
1st	$60,000
2nd	$36,000
3rd	$24,000
4th	$12,000
5th – 6th	$6,000
7th – 8th	$3,000

5.16. **Challengers Travel and Team Pass Coverage.** 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 Event rules.

6. 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.

(a) **Prohibition on the 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. **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.

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

6.4. **Lag.** If lag occurs, the game should be completed. The Player(s) that are experiencing lag should take video proof and provide it to tournament Administration 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.

6.5. **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.

6.6. **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 nonpermeable 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.

6.7. **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.

6.8. **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.

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

(a) **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.

(b) **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 6.10.

6.10. **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.

(a) **Round-Based Game Modes.** The game will be restarted with the round score of the game before the incident.

(b) **Respawn-Type Game Modes.** The game will be restarted from the beginning with no advantage given to either Team.

6.11. **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.

6.12. **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.

6.13. **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. In the event a Challengers Online Tournament is broadcast, Teams will be notified by the Administration via the FACEIT Match Room Chat 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 FACEIT inbox before and between matches for notifications from the Administration regarding their upcoming matches being utilized for broadcast purposes. Failure to cooperate with broadcast and game administration may result in a penalty.

7. 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. To contact an Administration official use the "Raise Issue" option to contact an admin. Players are responsible for having evidence that the opposing team was not complete in the lobby.

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. Players are responsible for checking to ensure the correct score has been submitted.

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. To contact an Administration official use the "Raise Issue" option in your match room.

7.6. **Dispute Evidence.** In the event of a dispute, please provide video / screenshot proof to the Administration. 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. Subject to this Section, Participants may acquire individual sponsorships in connection with their participation in Challengers. Participants shall 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, among other things, cover, obscure or replace articles of clothing that display sponsor assets in violation of this Section 8. All sponsorship activity conducted in connection with Challengers activities are subject to the prior approval of the Administration. Participants may inquire as to whether a sponsor is permissible by contacting Administration at callofdutychallengers@efg.gg.

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

8.3. Administration reserves the right to have Challengers-wide exclusive sponsorships on a global basis or specific to a particular region or territory. Administration may from time to time designate certain product or service categories as "reserved" whereby Participants will be prohibited from featuring sponsorships in such "reserved" categories in connection with their participation in 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. For the 2027 season the following categories are the Reserved Categories:

(a) **Gaming Platforms.** This category includes brands affiliated with gaming consoles (ex. Sony PlayStation; Nintendo Switch) and gaming platforms (ex. Yahoo Games; Steam).

(b) **Energy Drinks,.** This category includes drinks marketed as being designed to increase mental alertness, concentration and physical energy ("**Energy Drinks**"). Examples of Energy Drinks include: Red Bull, Monster, Celsius, Ghost, C4, 5-Hour

Energy, Stacker 2, and Proper Wild. Soda, water, sports drinks, coffee and tea are not deemed Energy Drinks by the Administration. The Energy Drinks category includes the manufacturers, publishers or distributors of Energy Drinks.

8.4. **The following sponsor categories are expressly prohibited from being featured, displayed, or otherwise promoted by any Participant in connection with Challengers:**

(a) Non-Microsoft or Microsoft-affiliated games or gaming platforms and related exploitations;

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

(c) Tobacco and vaping products;

(d) Cannabis and any products used to consume cannabis;

(e) Pornography, sexual or adult oriented products or services;

(f) Gambling (whether legal or illegal), unless approved by the Administration via the Restricted Categories;

(g) Firearms/weapons;

(h) Political candidates or ballot initiatives;

(i) Religious products or services;

(j) Non-Fungible tokens (NFTs); and

(k) Illegal goods and services.

8.5. The following sponsor categories may only be featured, displayed, or otherwise promoted by any Participant in connection with Challengers pursuant to written approval by the Administration:

(a) Alcoholic Beverages

(b) Armed Services

(c) Casinos / Sportsbook / Daily Fantasy / Lottery

(d) Predictive Markets

(e) Cryptocurrency Exchange / Cryptocurrency Wallet Services

(f) Over-The-Counter Medication

(g) Artificial Intelligence ("A.I.") Products and Services

9. CONDUCT AND PENALTIES.

9.1. **Behavior**

(a) 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 must behave in a professional and sportsmanlike manner in their interactions with other competitors, Challengers, and members of the Administration, the media, sponsors and fans.

(b) Participants shall 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.

(c) 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.

(d) 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. Such obligation also prohibits forfeiting a game or match without reasonable cause.

(e) 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 the Game. Participants in Challengers should

be focused on bringing the world together through epic entertainment, celebrating the Game, players, and fans, and building diverse and inclusive communities. Participants must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official Challengers 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 Participants and Team representatives are visible to the Challengers' and/or Team's live and camera audience(s), Participant shall 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**.

(a) Participants must compete to the best of their skill and ability at all times. Any form of cheating by any Participant 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:

(i) 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);

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

(iii) 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;

(iv) Bot or cheat use, spot timing (e.g., not throwing the game, just timing a shot so bettors win), wintrading, drophacking, queue sniping, ghosting or stream sniping (i.e., a game spectator illegally provides, or such Player individually obtains, 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;

(v) Misuse or hacking of Game servers;

(vi) Use of unauthorized or restricted items;

(vii) Violent, threatening or harassing behavior in any Franchise or Challengers setting, (offline and online);

(viii) Possession of a weapon at Challengers facilities or any other Challengers setting;

(ix) Inappropriate use of Challengers equipment; and

(x) Any other actions or conduct that threatens to undermine the integrity of Challengers.

(b) Participants must at all times comply with the End User License Agreement, whether during a Challengers match or otherwise. Participants are prohibited from violating the End User 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, 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**.

(a) Participants must comply with all applicable laws at all times.

(b) A Participant shall not engage in any activity or practice which (i) brings Participant into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from Participant's 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, Administration, or any of their respective representatives, Challengers, the other

Teams or their respective sponsors or members, the Franchise, Game or any other product or service of Activision. For the avoidance of doubt, Participant's 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 Tournament Rules. A non-exhaustive list of such types of misconduct are as follows:

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

(ii) Sexual assault and other types of sexual offenses;

(iii) Illegal possession or distribution of a weapon;

(iv) Possession, use or distribution of performance-enhancing substances;

(v) Conduct that poses a danger to the safety of another person;

(vi) Animal cruelty;

(vii) Theft and other property crimes; and

(viii) Crimes involving dishonesty.

(c) 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**.

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

(b) 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**.

(a) 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 or Game (including Call of Duty League Matches), (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 Challengers 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.

(b) 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).

(c) 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**.

(a) 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 Administration or a Team.

(b) 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 shall not be used to enhance performance in a game, Match or tournament.

(c) All Teams and Players that participate in CDL Pro-Am competition are subject to the Call of Duty League Performance Enhancing Drugs Program Policy (the "**PED Policy**") and may be selected for testing at random pursuant to the PED Policy. A copy of the PED Policy will be provided to Players prior to their participation in any CDL Pro-Am competition and must be reviewed, signed and receipt returned to the CDL in order to be eligible to compete.

9.7. **Non-Disparagement**.

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

(b) Participants shall 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, Game or any other product or service of Activision. In addition, Participants shall not encourage members of the public to engage in any activities that are prohibited by this Section 9.7.

(c) 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**.

(a) 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.

(b) 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.

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

9.9. **Confidentiality**.

(a) 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.

(b) 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**. Upon becoming aware of any conduct prohibited by this Section 9, Participants are required to immediately report the details to the Administration at callofdutychallengers@efg.gg. Failure to comply with this requirement is an independent violation of these Tournament Rules.

10. PRIZE AWARDS.

10.1. **Distribution of Prize Awards**. A description of the potential prizes is set forth in Sections 5.13 and 5.14. Notwithstanding anything to the contrary contained herein, the awarding of prizes is void where prohibited or restricted, by applicable laws. Subject to these Tournament Rules, Team prizes will be awarded equally to each of the Players on a winning Team for each specific event. Participants are limited to one prize package per Challengers Online or LAN Tournament. Prizes are non-transferable and not exchangeable for any other

prize. Players can opt to receive prize payments through Paypal or bank account. Administration will contact the Players of the team within thirty (30) days after the end of a tournament through the email that the Player has linked on their FACEIT profile to gather all necessary payment information. 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). Participants 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.** Participants shall have no right to any prize unless the winning Participant satisfies the conditions set forth in these Tournament Rules and any other applicable rules. Requirements may include submission of documentation reasonably sufficient and detailed to evidence a Participant's satisfaction of eligibility requirements and compliance with these Tournament Rules. Winning Participants will be notified if they have won a prize after the end of an applicable Challengers Online or LAN Tournament. Each winning Participant 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, within the prescribed period of time in the notification, a form(s) where all the needed information to claim the prize is asked, including, but not limited to 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 prizes 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, if applicable. Additional paperwork that Administration requests, including waivers and releases, must be submitted to Administration before Administration will provide a Participant with any prize. Following Administration's verification of eligibility and compliance with the terms of these Tournament Rules, the winning Participant will be declared the winner of the prize. Prizes will be fulfilled approximately 30 - 60 working days after conclusion of the event and receipt of all necessary documentation.

10.3. **Costs Associated with Collecting a Prize Award**. All expenses not specified above, including, without limitation, all federal, state, and local taxes, and international tariffs, are the sole responsibility of the individual winner.

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 Tournament Rules, investigate possible breaches of these Tournament 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 Tournament Rules is itself a violation of these Tournament Rules, including without limitation being untruthful or withholding, tampering with or destroying evidence.

11.2. **Subjection to Penalty.** Any violation of the Tournament Rules by any Participant, including acts or omissions by one or more Participants, will be subject to penalty. The nature and extent of penalties imposed will be determined by Administration. All decisions of Administration regarding Tournament Rules violations or other issues regarding the Tournament, are final.

11.3. **Penalties.** Penalties for Tournament Rules 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 imposed at the discretion of the Administration:

a) Verbal Warning(s)
b) Written Warning(s)
c) Suspension(s)
d) Loss of Side Selection for Current or Future game(s)
e) Ban for Current or Future matches, Tournaments, and events
f) Prize Forfeiture(s)
g) Game Forfeiture(s)
h) Match Forfeiture(s)
i) Tournament Disqualification
j) 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 applicable laws and regulations, each Participant agrees to release and hold harmless Administration, Activision and their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, contractors, vendors, partners and any 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.**

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY PARTICIPANT AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

12.2. **IN NO EVENT WILL ADMINISTRATION, ACTIVISION, ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, VENDORS, PARTNERS AND ANY OTHER REPRESENTATIVES BE LIABLE UNDER THESE TOURNAMENT 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, PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT A CERTAIN JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER TYPES OF DAMAGES, THEN THE LIABILITY OF ADMINISTRATION, ACTIVISION, ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, VENDORS, PARTNERS AND ANY OTHER REPRESENTATIVES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

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

12.4. Participant acknowledges and agrees that Activision and Administration 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 Tournament Rules and participating in Challengers, each Participant hereby grants to the Administration 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, Player Account handles (or replacement tags), logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, biographical information and backstory (collectively, "**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 entered into by Administration or its affiliates; 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 Administration (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, in any and all present and future media whether now known or hereafter created, on or in connection with Administration'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 Administration (or its sublicensees) for Challengers or the Franchise from time to time (the foregoing, the "**Advertising and Commercial Materials**").

13.3. Participant acknowledges and agrees that Participant shall not acquire any rights in or to Challengers, the Franchise, or Challengers Materials (as defined below) as a result of Administration's use of the Challengers Materials in connection with the permitted uses hereunder

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

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

(i) Licensed Materials and Advertising and Commercial Materials (excluding Participant Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials; provided, that to the extent such Participant Materials incorporate any Activision intellectual property, such Licensed Materials and Advertising and Commercial Materials shall be owned by Administration);

(ii) All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Administration in connection with Challengers;

(iii) Suggestions, comments and other feedback that a Participant may provide to Administration 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;

(iv) All Activision accounts, data (including gameplay data) and statistics relating to Participant's participation in or play of the Franchise or Challengers, any Challengers streams and any intellectual property of Activision or its affiliates; and

(v) Intellectual property rights in each of the foregoing existing anywhere in the world.

(b) Subject in all respects to Section 13.4(a), as between each Participant and Administration, Participant will be the sole owner of Participant Materials. For the avoidance of doubt, Participant's use of the Participant Materials shall at all times comply with the End User License Agreement.

13.5. **Works for Hire; Assignment**. 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 Administration 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, Administration. 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 Administration and/or if there are any patents, trademarks, know-how or other intellectual property rights in the works that do not automatically become the property of Administration under the preceding sentence, the Participant hereby assigns (and agrees at the time of creation to assign) to Administration and/or its designee, in each case for no additional consideration, by way of present assignment of future copyright and other intellectual property rights (including, but not limited to, rights set forth in Article 27 and 28 of the Copyright Law of Japan), 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 Administration or its designees, any and all such other actions reasonably deemed appropriate by Administration or its designee in furtherance of such assignment, including, without limitation, the execution and delivery to Administration or its designee of any further instruments of assignment reasonably requested by Administration or its designee. Such assignment includes the transfer and assignment to the Administration and its successors and assigns of any and all moral rights which Participant may have in the Challengers Materials. To the extent such moral rights cannot be assigned under applicable laws, Participant hereby waives and agrees not to assert any such moral rights Participant may have, and to the extent Participant is not permitted to waive moral rights by law, Participant hereby permits Administration (or any successor or transferee thereof) at any time to modify or to change the Challengers Materials or to accompany the Challengers Materials with any illustrations, prefaces, after-words, comments and other materials, and Participant confirms that such amendments, changes or accompaniment will not cause harm to its honor or reputation and does not constitute a distortion or mutilation of the Challengers Materials and other associated materials. For the avoidance of doubt, for purposes of this Section 13.5, "Administration" shall exclusively mean Activision Publishing, Inc.

13.6. **Participant Representations and Warranties**. Participant is solely responsible for the Participant Materials. Participant represents and warrants: (a) Participant is the author or creator of, or owns all right, title and interest in and to, the Participant Materials or otherwise has sufficient power and authority to grant the rights granted herein, including pursuant to Section 13.1; and (b) the Participant Materials and the exercise of rights in Participant Materials granted under these Tournament Rules do not and will not (i) defame any other person or (ii) infringe, violate, dilute, or misappropriate any third-party right, including any

copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right of any kind or nature relating thereto recognized by United States law and applicable foreign and international laws, treaties and conventions. Administration and Activision reserve all rights and remedies against any Participant who breaches this Section.

13.7. **Waivers**. By agreeing to these Tournament Rules, 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 Participant is or may become entitled under applicable law in relation to the Licensed Materials, Advertising and Commercial Materials, or to Participant's participation in Challengers or Activision events. Nothing in these Tournament Rules requires Administration (or its sublicensees) to make use of any of the rights or licenses granted herein.

13.8. **Collection of Personal Data.** FACEIT will collect, store and use information collected in connection with Challengers and Challengers events (including information collected at live events) in accordance with FACEIT's online privacy policy (the "**FACEIT Privacy Policy**") for certain regions set forth in the FACEIT Privacy Policy. By accepting these Tournament Rules, each Participant acknowledges having read the FACEIT Privacy Policy available at https://corporate.faceit.com/privacy/. In addition, FACEIT will share such information with Activision for its use in accordance with Activision's Privacy Policy. By accepting these Tournament Rules, each Participant agrees to the sharing of that Participant's information with Activision and acknowledges having read the Activision Privacy Policy available at https://www.activision.com/legal/privacy-policy.

14. RESOLUTION OF DISPUTES

14.1. **Disputes Regarding Tournament Rules**. Administration has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1 through 12 of these Tournament Rules ("**Rules Dispute**").

14.2. **Binding Arbitration for Arbitration Disputes**. All disputes, claims or controversies that Administration may have against a Participant or that a Participant might have against Administration, and all disputes, claims or controversies arising out of, relating to, or in connection with a Tournament, Tournaments, or these Tournament Rules, or the breach or the validity thereof, including the determination of the scope or applicability of these

Tournament Rules to arbitrate and the jurisdiction of the arbitrator, and that is not otherwise subject to Administration's final, binding authority (whether under Section 14.1 or under separate written agreements entered into with Administration or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Administration ("**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 seat of arbitration will be New York, New York. The arbitration shall be conducted and the award shall be rendered in English (with translation services provided if required). Notwithstanding the choice of law clause in Section 14.4, the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code. All costs and expenses for the arbitration will be borne in accordance with the Rules of Arbitration of the International Chamber of Commerce. 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 Administration from seeking and obtaining from any court of competent jurisdiction (without the need for Administration 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 Tournament Rules. Except as otherwise provided by these Tournament Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for their 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 Waiver.**

(a) By agreeing to these Tournament Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Administration and the Participant individually.

(b) By agreeing to these Tournament 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 Administration unless the Participant and Administration agree to such a consolidation; (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 or to utilize class action, collective action, or 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 private attorney general, or as a member of any class, collective action, or private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Administration agree to class, collective, 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(a) and this Section 14.3(b) are referred to as the "**Class Action Waiver**".

(c) In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or 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 private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within New York, New York, 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.

14.4. **Governing Law**.

(a) These Tournament Rules, all Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the State of New York, United States of America, without regard to choice of law principles, provided that Administration 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 Tournament Rules executed by the Participant.

(b) Participants agree to be bound by these Tournament Rules and by the decisions of Administration with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.

(c) In recognition of Challengers status as a global league, Administration will endeavor to provide official translations of these Tournament Rules. In the event of any conflict between the English version and any translation of these Tournament 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. From the time that Administration provides notice of any changes to this Section 14, any Participant may cease participating in any Tournament subject to these Tournament Rules.