

## 2018 CWL Dallas Open

### Team Pass Rules

Major League Gaming Corp. (“Major League Gaming” or “MLG” or “Sponsor”), will be conducting and hosting the 2018 Call of Duty World League (“CWL” or “Competition”) Dallas Open (the “Tournament”). The Tournament will be governed by the following: (i) the 2018 CWL Handbook (the “Handbook”); (ii) MLG’s Terms of Service and MLG’s Privacy Policy; (iii) the Tournament official rules (“Tournament Rules”); (iv) these team pass official rules (“Team Pass Rules”); and (v) the tournament participation release (“Tournament Participation Release”), unless otherwise indicated. If there is an inconsistency between the Handbook, the Tournament Rules or these Team Pass Rules, the Tournament Rules shall control. Defined terms used in these Team Pass Rules shall have the meanings and definitions ascribed to them in the Handbook, unless otherwise noted herein.

The current versions of MLG’s Terms of Service and Privacy Policy are available at:

Terms of Service: [https://accounts.majorleaguegaming.com/terms\\_of\\_service](https://accounts.majorleaguegaming.com/terms_of_service)

Privacy Policy: [https://accounts.majorleaguegaming.com/privacy\\_policy](https://accounts.majorleaguegaming.com/privacy_policy)

If there is a conflict between the Terms of Service or Privacy Policy and the Handbook, the provisions of the Handbook govern.

ADMINISTRATION RESERVES THE RIGHT TO CHANGE OR UPDATE THESE TEAM PASS RULES AT ANY TIME, FOR ANY REASON. CHANGES TO THESE TEAM PASS RULES WILL BE PROVIDED TO YOU OR POSTED ON THE EVENT WEBPAGE BEFORE THE NEXT EVENT IN WHICH THE CHANGED RULES WILL APPLY. RULINGS MAY BE MADE OUTSIDE THE SCOPE OF THE TEAM PASS RULES IN ORDER TO PRESERVE FAIR PLAY AND TOURNAMENT INTEGRITY. THE ADMINISTRATION SHALL DECIDE ANY MATTERS NOT HEREIN EXPRESSLY PROVIDED FOR AND SUCH DECISIONS SHALL BE FINAL AND BINDING ON PARTICIPANTS. PARTICIPATION IN THE TOURNAMENT CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO THE HANDBOOK, THE TOURNAMENT RULES AND THESE TEAM PASS RULES AND THE ADMINISTRATION’S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS AND IN ALL RESPECTS. WINNING A PRIZE IS CONTINGENT UPON FULFILLING ALL REQUIREMENTS SET FORTH IN THE HANDBOOK AND THE TOURNAMENT RULES.

THESE TEAM PASS RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 3 BELOW AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THE HANDBOOK, THE TOURNAMENT RULES AND THESE TEAM PASS RULES.

#### 1. Tournament Description; How to Enter:

**A. Tournament Description:** The Tournament begins on December 8, 2017 at approximately 12:00 p.m. ET and ends on December 10, 2017 no later than 11:59 p.m. ET. The Tournament will take place at a venue as determined by Sponsor in its sole discretion. Information about the venue and check-in times will be conveyed to each team before the start date.

#### **B. How to Enter:**

I. All Participants must have a valid MLG user account. Participants without a valid MLG user account can create one at: <https://accounts.majorleaguegaming.com/account/new>. Participants must purchase a Team Pass through the MLG Store (<http://store.majorleaguegaming.com>) to participate in the Tournament. RESIDENTS OF ARIZONA, CONNECTICUT AND MARYLAND MAY NOT PURCHASE A TEAM PASS OR PLAYER PASS ONLINE THROUGH THE MLG STORE. Prices for the Team Passes for the Tournament will be posted in the MLG Store.

II. In order to purchase a Team Pass, Participants must affirmatively accept the Handbook, the Tournament Rules, these Team Pass Rules and the Tournament Participation Release and then select the item in the MLG Store (<http://store.majorleaguegaming.com>), add it to their cart, proceed to checkout, correctly enter their billing

information (credit card or debit card), and complete the purchase. After obtaining a Team Pass, all Participants will be given access to Team Builder in order to complete registration. Because space and time are limited, MLG cannot guarantee that all persons attempting to register will be able to participate. Please check MLG's website (<http://majorleaguegaming.com>) for exact dates and times that such registrations open and close.

III. Coaches must register with their Team, but Coaches do not pay any entry fees and are not eligible to win any prizes. All Team Pass sales are final. No refunds or transfers will be granted. Limit one registration/entry per person. No other methods of entry will be accepted.

IV. All entries become the property of MLG and will not be returned. MLG is not responsible for technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, lost, illegible, altered, defaced, mutilated, misdirected, ineligible, or delayed entries or other communications or other technical problems related to website entries. MLG, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process, the operation of the MLG websites, including but not limited to majorleaguegaming.com and gamebattles.com, (collectively, the "MLG Sites"), or who otherwise violates these Official Rules.

2. **Eligibility:** Eligibility for a Tournament is as set forth in Section 3 of the Handbook.

3. **Dispute Resolution:**

**A. Applicability:** This Section applies to and governs any dispute that arises out of or relates to the Competition or these Rules. This Section is in addition to Section 3 of the GameBattles Terms of Use, which likewise provides for Binding Arbitration and Class Action waiver. If any difference between Section 3 of the GameBattles terms of service and these Rules exists, these Rules govern as to disputes related to the Competition, and the GameBattles agreement will apply to disputes related to use of GameBattles accounts outside of the Competition.

**B. Negotiations:**

I. In an effort to accelerate resolution and reduce the cost of any dispute, Participants and Administration agree to first attempt to negotiate a resolution of any dispute informally for at least thirty (30) days before either party initiates any arbitration.

II. Negotiations will begin upon receipt of written notice by the party raising the dispute. Administration will send its notice to the Participant's billing address and email you a copy to the email address you have provided to Administration.

III. Participants will send their notice to Administration at Major League Gaming Corp., 3100 Ocean Park Blvd. Santa Monica, CA 90405, Attn.: Legal Department.

**C. Binding Arbitration:**

I. If a dispute cannot be resolved through negotiations, either Participant or Administration may elect to have the dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other.

II. PARTICIPANTS SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS PARTICIPANTS AND ADMINISTRATION'S ABILITY TO LITIGATE CLAIMS IN COURT AND PARTICIPANT AND ADMINISTRATION EACH AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

III. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the interpretation, applicability, enforceability and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. Specifically, all claims

arising out of or relating to this Agreement (including its interpretation, formation, performance and breach), the parties' relationship with each other and/or your participation in the Competition shall be finally settled by binding arbitration.

IV. The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>) or by calling JAMS at (800) 352-5267. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Handbook, including, but not limited to any claim that all or any part of this Handbook are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

V. Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. Participants or Administration can request the stay be lifted upon a showing of prejudice. Participants arbitration fees and Participants share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

VI. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

VII. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and, to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, the Administration will pay the additional cost.

VIII. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the MLG Service under the Terms of Service for Major League Gaming, available at [https://accounts.majorleaguegaming.com/terms\\_of\\_service](https://accounts.majorleaguegaming.com/terms_of_service).

#### **D. Arbitration Procedures:**

I. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party.

II. THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation. The parties understand that the right to discovery may be more limited in arbitration than in court.

#### **E. Class and Collective Action Waiver:**

I. Participants and Administration agree that any arbitration or court proceeding shall be limited to the dispute between Administration and Participant individually.

II. Participants acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between Participants and Administration; (ii) there is no right or authority for any dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) Participants will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any dispute subject to arbitration or any dispute brought in court. Any dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section.

III. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, Participants agree that the parties' contract to arbitrate is then void, and any ongoing or future dispute will be submitted to a court of competent jurisdiction within the County of New York, State of New York, United States of America, to the exclusion of arbitration. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.

**F. Location of Arbitration:** If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in the County of New York, State of New York, United States of America, and you and the Administration agree to submit to the personal jurisdiction of any federal or state court in New York County, New York, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

**G. Awards:** Any and all claims, judgments and awards shall be limited as set forth in Section 14 of the Handbook.

**I have read the Handbook, the Tournament Rules, these Team Pass Rules and the Tournament Participation Release in their entirety and fully understand their respective content. I acknowledge and understand that the Tournament Rules, these Team Pass Rules and the Tournament Participation Release are an important legal document and by signing this document I am agreeing to and am bound by the rules, terms and conditions set forth in the Tournament Rules, these Team Pass Rules and the Tournament Participation Release. I have signed this voluntarily, without inducement of any nature and understand it's intended to be enforced to the fullest extent allowed by law. I confirm that I meet the eligibility requirements required by the Handbook and the Tournament Rules. If I am a Team Owner, I am signing the below on behalf of myself, my applicable corporate entity, and my entire team organization, including all other owners, coaches, staff and other personnel affiliated with my team, all of whom are bound by the rules, terms and conditions set forth in the Handbook, the Tournament Rules and these Team Pass Rules and I represent that I have provided each with a copy of the Handbook, the Tournament Rules and these Team Pass Rules and that I have the authority to bind each of those individuals or entities and hereby indemnify Administration to the extent I do not:**

Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Name of Participant (print): \_\_\_\_\_

Alias (if applicable): \_\_\_\_\_

Corporate Entity (if applicable): \_\_\_\_\_

Team Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Emergency Contact Name/Relationship/Telephone Number:

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