

## **2018 CWL Dallas Open – Rules**

Major League Gaming Corp. (“Major League Gaming” or “MLG” or “Sponsor”), will be hosting the 2017 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; and (iii) these live event tournament official rules (“Tournament Rules”), unless otherwise indicated. If there is an inconsistency between the Handbook or these Tournament Rules, these Tournament Rules shall control. Defined terms used in these Tournament 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 TOURNAMENT RULES AT ANY TIME, FOR ANY REASON. CHANGES TO THESE TOURNAMENT 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 THESE TOURNAMENT 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, THESE TOURNAMENT 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 THESE TOURNAMENT RULES.

THESE TOURNAMENT RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN A TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 15 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 AND THESE TOURNAMENT RULES.

**1. Eligibility.** Eligibility for the Tournament is as set forth in Section 3 of the Handbook.

**2. Registration.**

**a.** Online registration for the Tournament opens at 1:00 pm ET on October 27, 2017.

**b.** Online registration for the Tournament will close at 6:00 p.m. ET on December 4, 2017.

**c.** Team Passes will not be sold at check-in. Questions regarding a Team Pass must be emailed to [leagueops@mlg.tv](mailto:leagueops@mlg.tv) by 5:00 p.m. ET on December 4, 2017.

**d.** The Tournament Team Pass Price is \$299.99.

**e.** Except as otherwise provided by the Administration, all Team Pass sales are final. No refunds, transfers, or resales will be granted.

**f.** All Players must use Team Builder (<http://teambuilder.majorleaguegaming.com>) to complete their registration.

**g.** To be eligible for a Pool Play spot, Teams must be registered by 6:00 p.m. ET on November 27, 2017.

**3. Prizing.** Please see the prizes document for a description of the prizing for this Tournament (<http://www.mlg.tv/cwldallas>). Prizing and prize awards for the Tournament shall be otherwise as set forth in Section 10 of the Handbook.

#### **4. Open Bracket.**

##### **a. Format.**

- 1.** As determined by the Administration, the open bracket will allow for 160 Teams or more.
- 2.** The open bracket will be double elimination. After losing a Match in the winners' bracket, Teams will enter the losers bracket. A Match loss in the losers' side of the bracket will result in elimination from the Tournament.
- 3.** The final Winners round and final Losers round will be Best of 5 games. All other rounds will be Best of 3 games.
- 4.** When 4 Teams remain in the open winners' bracket, they will be placed into pool play.
- 5.** When 4 Teams remain in the open losers' bracket, they will be placed in championship bracket losers round 1.

##### **b. Seeding.**

- 1.** Registered Teams will be seeded for the open bracket by their total CWL Pro Points as of 6:00 a.m. ET on December 5, 2017.
- 2.** Incomplete Teams will be seeded last.

3. Teams that are completed after the open bracket is seeded will be seeded last, regardless of their CWL Pro Points.

## **5. Pool Play.**

### **a. Format**

1. Pool play will have 4 pools of 5 Teams.
2. All Matches will be Best of 5 games.
3. Teams will play one Match against each of the other Teams in their pool.
4. Teams finishing their pool in 1st and 2nd place will be placed in the championship winners' bracket round 1. Teams finishing their pool in 3rd place will be placed in championship bracket losers' round 3. Teams finishing their pool in 4th place will be placed in championship bracket losers' round 2. Teams finishing their pool in 5th place will be placed in championship bracket losers' round 1.

### **b. Seeding.**

1. Pools will consist of: Top 10 North American CWL Pro Points Teams, Top 5 European CWL Pro Points Teams, and the Top 1 Asia-Pacific CWL Pro Points Teams. Teams will be seeded for Pool Play by their total CWL Pro Points as of 6:00 AM ET on November 27, 2017. CWL Pro Points awarded at the conclusion of the GameBattles "CWL 2000 Series 11-26" tournament will be included in determining qualification into Pool Play for the Tournament.
2. The #1 NA CWL Pro Points Team will be placed in Pool A. The #2 NA CWL Pro Points Team will be placed in Pool B. The #3 NA CWL Pro Points Team will be placed in Pool C. The #1 EU CWL Pro Points Team will be placed in Pool D.
3. The #4, #5, & #6 NA CWL Pro Points Teams and the #2 EU CWL Pro Points Team will be randomly drawn, one into each Pool. Teams will be drawn into Pools, starting with Pool D. The #2 EU CWL Pro Point Team must be drawn into Pool A, B, or C. If a Team is drawn into a Pool that would break the rule, the Team drawn will be placed into the next eligible Pool.
4. The #7, & #8 NA CWL Pro Points Team and the #3 & #4 EU CWL Pro Points Team will be randomly drawn, one into each Pool. Teams will be drawn into Pools, starting with Pool A. The EU CWL Pro Point Teams must be drawn into Pools without an EU CWL Pro Point Team. If a Team is drawn into a Pool that would break the rule, the Team drawn will be placed into the next eligible Pool.

5. The #9 & #10 NA CWL Pro Points Teams, #5 EU CWL Pro Points Team, and #1 APAC CWL Pro Points Team will be randomly drawn, one into each Pool. Teams will be drawn into Pools, start with Pool D.

6. Pool play seeds will be determined after Teams have already been assigned to a pool. These seeds will be determined by draw order and snake seeding.

7. A pool play Team's seed is used to govern side choices and main stage seating.

8. The final 4 open winners' bracket Teams will be seeded #17-20 for pool play based on their open bracket seed.

9. The #17th seed will be added to pool A, #18th seed will be added to pool B, #19th seed will be added to pool C, and #20th seed will be added to pool D.

### **c. Ranking & Tiebreakers.**

1. Pool play ranking (1st – 5th) will be determined using each Team's record of Matches won and lost.

2. Pool play standings ties will be broken using head to head Match winning percentage (pool play Matches won vs. tied Teams / pool play Matches played vs. tied Teams).

3. If head to head Match winning percentage can't break a tie, head to head game winner percentage (pool play games won vs. tied Teams / pool play games played vs. tied teams) will be used to break the tie.

4. If head to head game winning percentage can't break a tie, overall game winning percentage (pool play games won / pool play games played) will be used to break the tie.

5. The higher number will win all the aforementioned tiebreakers.

6. If the aforementioned tiebreakers can't break a tie for 3rd place, the tie will be broken by pool play seed with the higher seed winning the tiebreaker. The highest seed is 1.

7. If the aforementioned tiebreakers can't break a tie for 1<sup>st</sup> place or 2<sup>nd</sup> place, the tied Teams will be scheduled to play a best of 1 game round robin tiebreaker. The tiebreaker game mode will be Search and Destroy. The Map will be determined by the Administration. After each Team has played all other tied Teams in the tiebreaker game type, their records of games won and games lost will be used to break the tie. If there is still a tie that can't be broken by the tiebreakers, an additional best of 1 game round robin tiebreaker(s) will be played until the tie can be broken.

8. If there is a tie involving more than two Teams and a tiebreaker resolved the tie for a Team(s), but leaves at least two Teams tied, the tie(s) that remains will be broken by starting over with the head to head match winning percentage tiebreaker.

**d. Replacement Teams.**

1. If a pool play Team chooses not to participate in the Tournament and notifies the Administration prior to the start of the Tournament, the Administration reserves the right to replace the Team with a Team of their choice.
2. If a pool play Team chooses not to participate in the Tournament and notifies the Administration after the start of the Tournament, a replacement Team will not be selected to take their place.
3. If a replacement Team is needed for pool play and all pools have been set, the replacement Team will be given the #16th seed and will be assigned to the same pool as the Team they have replaced. As a result, other pool play Teams may see their seed change. However, all other pool play Teams will keep their pool assignment.

**6. Championship Bracket.**

**a. Format**

1. Championship bracket will be double elimination.
2. All Matches will be best of 5 games.
3. Championship bracket winners' bracket will be conducted as follows:
  - A. Round 1 Match #1 = Pool A 1st place vs Pool C 2nd place
  - B. Round 1 Match #2 = Pool D 1st place vs Pool B 2nd place
  - C. Round 1 Match #3 = Pool C 1st place vs Pool A 2nd place
  - D. Round 1 Match #4 = Pool B 1st place vs Pool D 2nd place
  - E. Semifinal #1 = round 1 Match #1 winner vs round 1 Match #2 winner
  - F. Semifinal #2 = round 1 Match #3 winner vs round 1 Match #4 winner
  - G. Final = semifinal #1 winner vs semifinal #2 winner
4. After losing a Match in the championship winners' bracket, Teams will enter the championship losers bracket. A Match loss in the championship losers' bracket or the grand final will result in elimination from the Tournament.
5. When one Team remains in both the championship winners' bracket and the championship losers' bracket those Teams will compete against each other in the grand final.

6. The grand final will begin with an initial Match. If the winners' bracket Team wins the initial Match, they will win the tournament.
7. If the losers' bracket Team wins the initial Match, a second Match must be played. The winner of the second Match will win the Tournament.

**b. Seeding.**

1. Pool play Teams will keep their pool play seed in the championship bracket.
2. The final 4 open losers' bracket Teams will be seeded #21-#24 for the championship bracket based on their open bracket seed.

**7. General.**

- a. Any violation of the rules set forth in the Handbook or in these Tournament Rules, including, without limitation, any form of cheating, may result in disciplinary action as set forth in Section 7 of the Handbook.
- b. Players/Teams that are disqualified prior to the start of a game will not be allowed to play in the game. Players/Teams that are disqualified during a game must quit out of the game. Players/Teams that are disqualified won't receive any benefits (Prize, Pro Points, etc.) for their ranking in the Tournament. Such Players/Teams may also be subject to a temporary ban from MLG's network of websites and/or a ban from a future Tournament(s).
- c. All Player and Coach apparel must be approved by the Administration. The Administration reserves the right to require the removal of unapproved apparel as well as the right to disqualify a Player/Team for wearing unapproved apparel.
- d. Teams must have all four Players present in order to start a game. A Team will forfeit game 1 if they do not have all four Players present by 5 minutes after a Match's scheduled start time (Grace Period). If a Team forfeited game 1, they will forfeit the Match if they do not have at least three Players present by 15 minutes after the Match's scheduled start time. Teams that played a previous game(s) in a Match will forfeit a game 2, 3, etc. if they do not have all four Players present by the expiration of the Grace Period. If a Match has not begun by 15 minutes after the scheduled start time and neither Team has all four Players present, the Match win may be awarded to the higher seeded Team. If a Match cannot begin at its scheduled start time, the Grace Period will begin at the conclusion of the station's preceding Match.
- e. If a Match has not been completed, Players may ask the Administration for permission to leave their station. The Administration may set a time limit by the end of which the Player must return to their station or they may deny the Player's request. Teams may forfeit a game(s), or be forced to play a game(s) shorthanded, if a Player(s) has not returned by the end of the Administration's set time limit. Teams may forfeit a game(s), or be forced to play a game(s) shorthanded, if a Player(s) leaves their station without the Administration's permission, or is otherwise unable to play.

**f.** Teams may ask the Administration for an extended break between Matches. The Administration may set a time limit by the end of which the Team must report to their upcoming Match's station or they may also deny the Team's request. Teams may forfeit a game(s), or be forced to play a game(s) shorthanded, if they have not reported to their upcoming Match's station by the end of the Administration's set time limit.

**g.** Coaches may speak with their Players between games.

**h.** In order to dispute game results, Players/Teams must notify the administration that they would like to protest the game before a new game has begun. In order to dispute Match results, Players/Teams must notify the Administration that they would like to protest the Match before the Match's score sheet has been submitted.

**i.** Teams may request that they be allowed to concede victory of a Game.

**j.** Requests made pertaining to general rules h-i will be decided upon by the Administration.

## **8. Gameplay.**

**a.** Players competing will use a provided profile for all Matches.

**b.** For all main stage Matches, the higher seeded Team must occupy the red side of the station (right side from the audience perspective) and the lower seeded Team must occupy the blue side of the station.

**c.** Players will have five minutes before the start of a Match and one minute in between each game to adjust their equipment and options, and ensure their headset is functioning properly. Five-minute time limits will begin after all Players are seated. One-minute time limits will begin at the conclusion of the preceding game.

**d.** No warm-up or practice games are permitted once the Match's first game has begun.

**e.** Players and Coaches may not look at an opposing Player's monitor. Players may not look at an opposing Player's projected screen during a game.

**f.** Players and Coaches may not intentionally manipulate a button, trigger, bumper, D-Pad, and/or joystick on a teammate's controller during a game. Coaches may not touch a Player's controller during a game.

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

- h.** Breaking any gameplay may be subject to disciplinary action, including forfeiture of a game.
- i.** If a round/game is started without the approval of the Administration, it will be restarted from the beginning.
- j.** If a Player or the Administration fails to load into a round/game or loses their connection to the game during or prior to the pre-game Match timer, the round/game must be restarted from the beginning.
- k.** If the Administration disconnects from a game after the pre-game Match timer has ended, but all Players remain in the game, the game must continue.
- l.** Players who voluntarily disconnect from a game before it has ended will be allowed to rejoin the game, but a Team may forfeit the game if all of their Players disconnect without the Administration's permission.
- m.** Players who end a game without the Administration's permission, or switch their faction after the pre-game Match timer has ended, may forfeit the round/game. If a Player disconnects after the pre-game Match timer has ended, ending the game without the Administration's permission will result in the forfeit of the round/game.
- n.** If a Player finds that their character hasn't respawned after the proper amount of time, they should notify the Administration immediately. If the Administration is able to confirm that this has occurred, the Administration will determine whether the round/game should be restarted, the game win should be awarded to a Team, or the conditions under which the round/game should be resumed.
- o.** Teams must use full screen (1 Player per monitor) for all games.
- p.** Players should set their faction in the lobby. If a Player is ever a member of the wrong side after the pre-game Match timer has expired, their Team may forfeit the game.

## **9. Spectator.**

- a.** Spectators\* may not stand within two feet of a seated Player.
- b.** Spectators may not touch a Player.
- c.** Spectators may not interfere with the Administration's ability to preside over a Match.
- d.** Spectators may not touch or get on a main stage or feature station.
- e.** Spectators may not attempt to coach a Player/Team.
- f.** Spectators must heed all warnings and follow all instructions given by the Administration.



**g.** Spectators may be made to move, made to leave an area, or removed from the venue, at any time, for any reason.

\*A Spectator is anyone who is not currently competing in a Match. Therefore, Players and Coaches shall be considered Spectators when they are not competing in a Match. The start of a Match is marked by all Players seated at the station prior to the start of game 1 and the end of a Match is marked by a Team winning the Match's final game.

## **10. Fouls.**

**a.** Players and Coaches may not eject a disc from a console, use a memory card or USB flash drive, unplug anything from a monitor, console, or audio equipment, or touch power units without the Administration's permission.

**b.** Players and Coaches may not move a monitor, console, or audio equipment without the Administration's permission.

**c.** Players and Coaches may not adjust monitor settings, other than volume, without the Administration's permission.

**d.** Players may not communicate with a Spectator, or a Player other than a teammate or an opponent(s).

**e.** Players and Coaches may not use vulgar language.

**f.** Coaches may not taunt an opposing Player or Coach. Taunting of an opposing Player or Coach is defined as derogatory language or gestures, aimed at an opponent, which is audible and/or visible to the opponent.

**g.** Players may not discuss or chat about companies, sponsors, or products.

**h.** Players/Teams may not use a Match's designated station for warm-up games during, or prior to the start of, a Match without the Administration's permission.

**i.** Players/Teams that haven't been eliminated from the Tournament have priority over other Players/Teams regarding the use of stations for warm-up.

## **11. Technical Fouls.**

**a.** Players and Coaches may not stand on chairs, tables, or other equipment.

**b.** Players and Coaches may not verbally abuse the Administration. Verbal abuse of the Administration includes, but is not limited to, the use of vulgar language directed at the Administration, the use of insulting words or gestures directed at the Administration, and excessive argument with the Administration that results in a delay of a Match.

- c. Players and Coaches may not direct vulgar language at a Player, Coach, or Spectator.
- d. Players and Coaches may not incite Spectators into taunting a Player, Coach, or Spectator.
- e. Players and Coaches may not taunt or celebrate in excess. Excessive taunting/celebration includes, but is not limited to, post-Match taunting or celebration directed at or referencing an opponent(s). Post-Match interactions between opponents must be limited to acts of sportsmanship.
- f. Players and Coaches may not engage in unsportsmanlike conduct.
- g. Players and Coaches may not throw anything in the direction of an opponent.
- h. Players and Coaches may not throw anything into the audience.

## **12. Penalties.**

- a. Players and Coaches found to have broken a rule will be issued a foul. For every two fouls that a Player or Coach receives, they will be issued a technical foul.
- b. Players and Coaches found to have broken a technical foul rule will be issued a technical foul. If a Player or Coach receives a technical Foul, the opposing Team will be allowed to switch side choice for 1 upcoming game in the Match. If necessary, these penalties will be carried over from one Match to the next or one Tournament (Online or Offline) to the next. If a penalty is carried over from one Tournament to the next, it will be carried over by only the Player or Coach who received the technical foul.
- c. Violations of any of the rules may result in a forfeit of the current Match and/or disqualification from the Tournament. The Team may also be forced to continue the Tournament shorthanded.
- d. Teams that forfeit a Match and Players, Coaches, Managers, and Owners found to have broken any rules set forth in the Handbook or these Tournament Rules may be subject to disciplinary action, including, without limitation, penalties such as a temporary ban from MLG's Network of Websites, forfeit of a prize, a fine, and/or a ban from a future Tournament(s) or the Competition.
- e. The Administration may issue a foul, technical foul, or disqualify a Player/Team for acts of misconduct not set forth in the Handbook or these Tournament Rules.

## **13. Participants' Assumption of Risk, Release and Liability Waiver.**

- a. Participation in the Tournament may involve serious risk of injury. Participants understand that by participating in the Tournament, Participants are waiving their right to sue (as provided in Section 15 below) if Participants are injured while participating in the Tournament.

**b.** In consideration of being permitted to participate in and/or attend the Tournament, each Participant warrants, represents, acknowledges and agrees as follows, that Participant:

(i) Is at least 18 years old, understands the risks associated with the Tournament, is physically fit, in good health, has no physical or mental issues which would hinder participation in any activities of the Tournament and is sufficiently trained and experienced to understand the risks involved in the Tournament;

(ii) Understands and accepts that participating in the Tournament may involve encountering known and unknown risks, including the risk of serious bodily injury, illness, disability, emotional trauma, damage to property and death (collectively "Injuries"), expressly and voluntarily assumes full responsibility for any such risks, from any and all causes, including, without limitation, negligence, gross negligence, defective products, unknown products, travel-related, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks and understand that these risks may be caused by Participant, Administration, other Participants or other third parties.

**c.** Participant, on behalf of Participant and each of Participant's successors, heirs and assigns, unconditionally and irrevocably waives liability, releases, promises never to sue, forever discharges and relinquishes any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs (collectively, "Claims"), that Participant may incur or otherwise have against Administration, Affiliates and their respective parents, affiliates, Competition agency/production companies, landowners/lessors of event locations, hosts, sponsors, advertisers and each of their respective owners, officers, shareholders, directors, employees and agents ("Released Parties"), arising from or related to Participants participation in the Tournament, including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties, other Participants, Attendees or other third parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) any defect in or failure of the operation, installation, manufacture, and/or design of any equipment, stage sets, or wardrobe; (v) the conditions on or about any event premises; (vi) the breach of any implied or express warranty and/or representation of any of the Released Parties; (vii) travel, transportation or accommodations; (viii) weather conditions; (ix) any prize award, including, without limitation, the receipt or use or misuse of any prize; (x) the exercise of the rights granted herein including, without limitation, from any liability for violation of rights of privacy, publicity, defamation, emotional distress or any similar right; and/or (xi) any other operations associated with the Tournament, and, with respect to each of the foregoing, whether based on tort (including, without limitation, acts of negligence and gross negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relieve or otherwise, and whether now known or unknown or suspected or unsuspected (all of the foregoing shall be collectively referred to as the "Released Claims"). Participants hereby indemnify the Released

Parties from and against all claims, actions, losses, damages, judgments and liabilities resulting from any breach or alleged breach of the Handbook or these Tournament Rules, any actions or omissions by Participants while participating in or attending the Tournament or any event thereof and/or the releases set forth herein.

**d.** 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 the Tournament, the Materials, the Submissions, or any other productions, or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the Tournament.

**e.** It is each Participants' intention that the releases set forth herein shall be effective as a full and final accord and satisfaction and release of each and every matter referred to herein. Participants further represent and warrant that each is familiar with the provisions of California Civil Code § 1542 and expressly waive and relinquish any and all rights and benefits that Participants may have under said §1542 to the fullest extent permitted by law. Such section states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH  
IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
OR HER SETTLEMENT WITH THE DEBTOR.

Each Participant authorizes each of the Released Parties to call for medical attention for Participant or to transport Participant to a medical facility at Participant's expense if medical attention is required. Participant authorizes any physician or other medial provider or facility to provide an emergency care needed.

#### **14. 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 MLG Terms of Service, which likewise provides for Binding Arbitration and Class Action waiver. If any difference between Section 3 of the MLG Terms of Service and these Rules exists, these Rules govern as to disputes related to the Competition, and the MLG Terms of Service will apply to disputes related to use of GameBattles accounts outside of the Competition.

#### **b. Negotiations:**

**1.** 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.

**2.** 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.

3. Participants will send their notice to Administration at Major League Gaming Corp., 3 Park Avenue, 32nd Floor, New York, New York 10016, Attn.: Legal Department.

**c. Binding Arbitration:**

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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:**

1. 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.

2. 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:**

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

2. 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.

3. 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 these Tournament Rules in Section 15.

## ACKNOWLEDGMENT

I have read the Handbook and these Tournament Rules in their entirety and fully understand their respective content. I acknowledge and understand that the Handbook and these Tournament Rules 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 Handbook and these Tournament Rules. I have signed it 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 these 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 and these Tournament Rules and I represent that I have provided each with a copy of the Handbook and these Tournament 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:

\_\_\_\_\_  
\_\_\_\_\_