

2017 CWL Global Pro League Official Rules – 05/04/2017

1. Introduction

Welcome to the 2017 CWL Global Pro League (“GPL”). The GPL shall be subject to and governed by the following: (i) the Call of Duty World League Official Handbook (the “Handbook” or “Rules”); (ii) MLG’s Terms of Service and MLG’s Privacy Policy; and (iii) these GPL Official Rules (“GPL Rules”), unless otherwise indicated, supplemented or modified. For the avoidance of doubt, these GPL Rules hereby incorporate by reference the Handbook, including all rules and provisions set forth therein, and MLG’s Terms of Service and MLG’s Privacy Policy. Defined terms used in these GPL Rules shall have the meanings and definitions ascribed to them in the Handbook, unless otherwise noted herein.

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

Handbook: http://bit.ly/CWL_IW-Rules

Terms of Service: https://accounts.majorleaguegaming.com/terms_of_service

Privacy Policy: https://accounts.majorleaguegaming.com/privacy_policy

These GPL Rules form a contract between Participants, on the one hand, and Activision Publishing, Inc., Major League Gaming Corp, and applicable affiliates, and operators of the Call of Duty World League (the “Administration), on the other hand. If there is an inconsistency between the Handbook or these GPL Rules, these GPL Rules shall control.

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

Violation of the Handbook and/or these GPL Rules may subject a Participant to discipline including game forfeitures, prize and points forfeitures, disqualification/removal from the Competition, revocation of a Team license and legal claims, in the Administration’s sole discretion.

ADMINISTRATION RESERVES THE RIGHT TO AMEND, REMOVE, OR CHANGE THESE GPL RULES, EXCEPT FOR THE ARBITRATION PROVISIONS IN SECTION 12, FOR ANY REASON AT ANY TIME. ANY MATERIAL CHANGES TO THE GPL RULES WILL BE PROVIDED TO YOU OR POSTED ON THIS WEBPAGE BEFORE THE NEXT EVENT IN WHICH THE CHANGED RULES WILL APPLY. PARTICIPATION IN THAT EVENT WILL CONSTITUTE ACCEPTANCE OF THE CHANGED RULES. CHANGES TO THE ARBITRATION PROVISIONS IN SECTION 12 WILL BE GOVERNED BY THE PROVISIONS IN THAT SECTION.

RULINGS MAY BE MADE OUTSIDE THE SCOPE OF THESE GPL RULES IN ORDER TO PRESERVE FAIR PLAY AND LEAGUE INTEGRITY. THE ADMINISTRATION SHALL DECIDE

ANY MATTERS NOT HEREIN EXPRESSLY PROVIDED FOR AND SUCH DECISIONS SHALL BE FINAL AND BINDING ON PARTICIPANTS. ACCEPTING AN INVITATION TO PARTICIPATE IN THE GPL AND/OR PARTICIPATION IN THE GPL CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO THE HANDBOOK, MLG'S TERMS OF SERVICE AND PRIVACY POLICY, THESE GPL 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 GPL RULES.

THESE GPL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN A TOURNAMENT ARE SUBJECT TO AND GOVERNED BY BINDING ARBITRATION AND WAIVER OF CLASS ACTION AS SET FORTH IN SECTION 12 BELOW. THAT SECTION MAY AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THESE GPL RULES.

2. Competition Structure

2.1. Stage 1 Qualification

Qualification into the GPL Stage 1 will be determined by cumulative CWL Pro Points earned as of Monday, March 20th, 2017 at 3AM ET. CWL Pro Points awarded at the conclusion of CWL Dallas, will be included in determining qualification into the GPL.

A Team's registered Roster at CWL Dallas will be the Roster considered for qualification into the GPL Stage 1. Teams who do not register for CWL Dallas will be deemed ineligible for qualification consideration for the GPL Stage 1.

In the event of a CWL Pro Points tie, final placing at CWL Dallas will be used as a tiebreaker. If final placing at CWL Dallas cannot break the tie, a tiebreaker Match(es) will take place between tied Teams at CWL Dallas depending on the number of tied Teams.

The number of Teams qualifying into the GPL Stage 1 from each Region are as follows:

- North America - 9 Teams
- Europe - 6 Teams
- Asia Pacific - 1 Team

2.1.1. Invitation

Teams who qualify into the GPL Stage 1 will be sent an official invitation that must be accepted within seven (7) days of the date of the invitation by sending an acceptance in the manner described in the invitation.

In the event that a Team declines an invitation or is unable to participate in the GPL Stage 1, an additional invitation may be extended at the sole discretion of the Administration.

2.2. Stage 1 Regular Season

Stage 1 Regular Season will consist of four Groups of four Teams. Each Team will play two best-of-five Matches against each of the other Teams in their Group (double round-robin).

Home or Away

Teams will be assigned the label of Home or Away. The Home or Away labels will swap for the second Match between the same Teams. The Home Team will be considered the higher seeded team to assist with the stage seating and side selection procedures.

2.2.1. Group Draw

The Teams will be seeded based on cumulative CWL Pro Points as of Qualification into the GPL Stage 1.

The #1-4 North American Teams will be randomly drawn, one into each Group.

The #5-6 North American Teams and the #1-2 European Teams will be randomly drawn, one into each Group.

The #7-8 North American Teams and #3-4 European Teams will be randomly drawn, one into each Group.

The #9 North American Team, #1 Asia-Pacific Team, and #5-6 European Team will be randomly drawn, one into each Group.

When drawing Teams into Groups, a Team cannot be placed into a Group until all Groups have an equal amount of Teams from their respective Region. If all Groups have an equal number of Teams from the Team's region, the Team may be placed into any Group. If a Team is drawn into a Group that would break the aforementioned rule, the Team will be placed in the next eligible Group in alphabetical order, restarting with Group A if a Team cannot be placed in a subsequent group.

2.2.2. Placings

A Team's placing is determined by their position in their Group's standings. Positions in the standings are determined by the total match win/loss records.

Teams finishing their Group in 1st or 2nd place will be placed into the Stage 1 Playoffs.

Teams finishing their Group in 3rd place will place 9-12th in Stage 1 and be placed into the Stage 2 Regular Season.

Teams finishing their Group in 4th place will place 13-16th in Stage 1 and be placed into the Stage 2 Qualifier.

2.2.3. Tiebreakers

In the event of Teams having the same win/loss record at the conclusion of all Matches, final placing will be determined via Tiebreaker Rules.

Tiebreaker Rules (in order)

- Head to Head Match win percentage
(Matches won vs. tied Teams / Matches played vs. tied Teams)
- Head to Head Game win percentage
(Games won vs. tied Teams / Games played vs. tied Teams)
- Overall Game win percentage
(Overall Games won / overall Games played)

If these Tiebreakers cannot break a tie, the tied Teams will be scheduled to play a best-of-five round-robin tiebreaker. Maps for the tiebreaker will be chosen at the Administration's discretion. After each Team has played all other tied Teams in the Tiebreaker, their records of Games won and Games lost will be used to break the tie.

If there is still a tie that cannot be broken by the aforementioned tiebreakers, an additional best-of-five round-robin Tiebreaker(s) will be played until the tie can be broken.

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.

Tiebreaker Games will be played before the start of the GPL Stage 1 playoffs.

2.3. Stage 1 Playoffs

Stage 1 Playoffs will consist of the 1st and 2nd place Teams from each Group in an 8 Team double-elimination Bracket.

In the winner's quarterfinals, the Team placing 1st in their Group will be labeled the Home Team. During all subsequent rounds, a coin flip will determine which Team will be labeled as Home or Away for each Match. The Home Team will be considered the higher seeded Team to assist with the stage seating and side selection procedures.

2.3.1. Playoff Draw

Each 1st place Team from the Group Stage will be drawn into one of the four Round 1 Matches.

Each 2nd place Team from the Group Stage will be drawn into one of the two Round 1 Matches on the opposite side of the bracket from their Group's 1st place Team.

2.3.2. Standings

Standings for playoff Teams will be determined by what placing the team earns in the playoffs bracket. All playoff Teams will move on to the Stage 2 Regular Season.

2.4. Stage 2 Qualification

Stage 2 Qualification will consist of the four Teams that placed 4th in their Groups during the Stage 1 Regular Season along with four Teams from online regional qualifiers.

All eight teams will compete in an eight Team double-elimination bracket. The bracket will end when only four Teams remain in the bracket.

The four Teams remaining at the end of the bracket will move on to the Stage 2 Regular Season.

2.4.1. Bracket Draw

Each 4th Place Team from the Stage 1 Regular Season will be drawn into one of the four Round 1 Matches.

Each Team from the online regional qualifiers will be drawn, one into each of the four Round 1 Matches.

2.5. Stage 2 Regular Season

Stage 2 Regular Season will consist of four Groups of four Teams (Groups A, B, C and D). Each Team will play two best-of-five Matches against each of the other Teams in their Group (double round-robin).

Home or Away

Teams will be assigned the label of Home or Away. The Home or Away labels will swap for the second Match between the same Teams. The Home Team will be considered the higher seeded team to assist with the stage seating and side selection procedures.

2.5.1. Group Draw

The #1-4 Stage 1 Playoff Teams will be randomly drawn, one into each Group.

The #5-8 Stage 1 Playoff Teams will be randomly drawn, one into each Group.

The #9-12 Stage 1 Regular Season Teams will be randomly drawn, one into each Group.

The 4 Season 2 Qualifier Winners will be randomly drawn, one into each Group.

When drawing Teams into Groups, after the first 4 Teams are drawn into Groups, a Team cannot be placed into a Group until all Groups have an equal amount of Teams from their respective Region. If a Team is drawn into a Group that would break the aforementioned rule, the Team will be placed in the next eligible Group in alphabetical order, restarting with Group A if a Team cannot be placed in a subsequent group. If all Groups have an equal number of Teams from the Team's region, the Team may be placed into any Group.

2.5.2. Placings

A Team's placing is determined by their position in their Group's standings. Positions in the standings are determined by the total match win/loss records.

Teams finishing their Group in 1st or 2nd place will be placed into the Stage 2 Playoffs.

Teams finishing their Group in 3rd place will place 9-12th in Stage 2 and be placed into the CWL Championships.

Teams finishing their Group in 4th place will place 13-16th in Stage 2 and be placed into the CWL Championships.

2.5.3. Tiebreakers

In the event of Teams having the same win/loss record at the conclusion of all Matches, Final Placing will be determined via Tiebreaker Rules.

Tiebreaker Rules (in order)

- Head to Head Match win percentage
(Matches won vs. tied Teams / Matches played vs. tied Teams)
- Head to Head Game win percentage
(Games won vs. tied Teams / Games played vs. tied Teams)
- Overall Game win percentage
(Overall Games won / overall Games played)

If these Tiebreakers cannot break a tie, the tied Teams will be scheduled to play a best-of-five round-robin tiebreaker. Maps for the tiebreaker will be chosen at the Administration's discretion. After each Team has played all other tied Teams in the Tiebreaker, their records of Games won and Games lost will be used to break the tie.

If there is still a tie that cannot be broken by the aforementioned tiebreakers, an additional best-of-five round-robin Tiebreaker(s) will be played until the tie can be broken.

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.

Tiebreaker Games will be played before the start of the GPL Stage 2 playoffs.

2.6. Stage 2 Playoffs

Stage 2 Playoffs will consist of the 1st and 2nd place Teams from each Group in an 8 Team double-elimination Bracket.

In the winner's quarterfinals, the Team placing 1st in their Group will be labeled the Home Team. During all subsequent rounds, a coin flip will determine which Team will be labeled as Home or Away for each Match. The Home Team will be considered the higher seeded Team to assist with the stage seating and side selection procedures.

2.6.1. Playoff Draw

Each 1st place Team from the Group Stage will be drawn into one of the four Round 1 Matches.

Each 2nd place Team from the Group Stage will be drawn into one of the two Round 1 Matches on the opposite side of the Bracket from their Group's 1st place Team.

2.6.2. Standings

Standings for Playoff Teams will be determined by what placing the team earns in the Playoffs bracket. All Playoff Teams will move on to the CWL Championships.

3. Schedule

3.1. Overview

All Matches will be played at the MLG Arena in Columbus, Ohio.

- 3.1.1. Stage 1 Regular Season (April 21 - May 14)
- 3.1.2. Stage 1 Playoffs (May 26 - May 28)
- 3.1.3. Stage 2 Qualifier (June 15)
- 3.1.4. Stage 2 Regular Season (June 30 - July 23)
- 3.1.5. Stage 2 Playoffs (July 28-30)

3.2. Schedule Changes

All Matches must be played in accordance with the Match schedule provided by Administration. Administration reserves the right to reschedule matches for any reason at any time. Matches may be rescheduled in the case of an emergency at the sole discretion of Administration. Schedule changes will be communicated to all Teams by Administration at the earliest convenience.

4. Team License

A "Team License" is a permit which allows an organization or entity (registered association, organization, corporation, limited liability company, etc.) to have a Team in the GPL. The Team License is granted to an organization or entity at the time the Team accepts an invitation for the GPL. A Team License is a non-transferable license to compete in the GPL in accordance with these GPL Rules.

A Team Owner is only entitled to directly or indirectly own or have any financial, ownership, management, control (including voting rights) and/or other interest in one Team in the GPL. If an Owner is found to have such rights in more than one Team, then in addition to any other rights or remedies Administration has under the Handbook or these GPL Rules, the Owner must either decline an invitation to the GPL on behalf of all but one of the Teams or divest all of such Team Owner's interest in all but one of the Teams immediately.

A Team License cannot be held by a Player in the GPL. If a qualified Team does not belong to an organization or entity prior to their qualification, such Team must either form an organization or entity which shall be managed solely by an individual who is not participating in the Competition as a Player or join an existing organization or entity to remain in the GPL. The Administration, may, but is not obligated to, provide assistance in connection with the foregoing.

4.1. Ownership Transfer

There shall be no Team License transfers without prior, written approval of Administration. Administration has sole discretion over whether to permit a Team License transfer. All roster restrictions will still apply in the event that the Administration approves the transfer of a Team License. Any purported transfer of a Team License in contravention of the foregoing shall be void.

4.2. Ownership Withdrawal

Administration reserves the right to revoke a Team License for any reason at any time. Teams that do not abide by these GPL Rules risk having their Team License withdrawn. In the event that a Team License is revoked, the Administration retains the discretion to allow the Team's Players to remain in the Competition. In such a scenario, the Team's Players must become part of an organization or entity as required above in order to continue competing, unless otherwise approved in writing by Administration.

All Participants, including, without limitation, Team Owners, acknowledge that revocation of a Team License does not interfere with any Player agreement and hereby specifically waive and release any and all claims against the Administration in connection with the revocation of any Team License.

5. Player Agreements

5.1. Player Names

For the duration of each GPL Split, a Player's Account Name may not be changed.

5.2. Stream Restrictions

Players on the roster of a GPL Team may not stream any Call of Duty content during Match times without prior written approval from Administration. Any such behavior may result in a penalty.

5.3. Content Publishing

Participants may record and publish footage from Matches of the GPL for personal use, as approved by the Administration. Notwithstanding the foregoing, in no event shall any Participant have the right to broadcast or publish any Match in its entirety. Administration reserves the right to revoke this privilege at any time, for any reason, as the Administration may elect to do in its sole discretion.

5.4. League Created Content

Teams and Players will be required to participate in audiovisual content (e.g., Player/Team spotlights/ hype segments, promotional segments, etc.) created by the Administration, upon request of the Administration, at such times and locations as designated by the Administration. Teams and Players may not refuse participation and any such behavior may result in disciplinary action, including a penalty.

5.5. Match Interviews

Before each Match of the GPL, each Team must nominate at least one Player to be available for interviews before, during, or after each the Match and must notify Administration of the same. Administration reserves the right to cause the Team to nominate a different Player. Nominated Players may not refuse to conduct interviews in connection with the GPL and any such behavior may result in disciplinary action, including a penalty.

5.6. Promotions

Teams and Players will be required to promote their Matches. Promotions may include, but are not limited to posts on social media platforms (e.g., Twitter and Facebook). Each promotional post must include URL link(s) to the broadcast, and must indicate that the post was made at the request of the Administration. The Administration will provide disclosure language.

6. Roster Rules

6.1. Restriction

Rosters must have four starting players. A Rosters will be considered ineligible if it does not have four Players. Players cannot compete in 2K Tournaments while they are on a roster for a GPL Stage.

6.2. Roster Submission

Team Owners or Managers are responsible for submitting a Team Roster. No Roster submissions will be accepted unless made by Team Owners or Managers. All Roster submissions must be approved in writing by Administration before taking effect.

6.2.1. Stage 1

Roster submitted for CWL Dallas will be used for Stage 1 Regular Season. Teams are not permitted to make Roster changes until after Stage 1 Playoffs has been completed.

6.2.2. Stage 2 Qualifier

Stage 1 Teams placing 13 - 16th must submit a roster by 6:00 p.m. ET on Monday, June 5th, 2017 and are allowed to change 2 Players from their Stage 1 Roster.

Online Regional Qualifier Teams must use all 4 Players which competed during the Online Regional Qualifier at the Stage 2 Qualifier.

6.2.3. Stage 2

Stage 1 Teams placing 1 - 12th must submit a roster for Stage 2 Regular Season by 6:00 p.m. ET on Friday, June 23rd, 2017 and are allowed to change 2 Players from their Stage 1 Roster. Teams will not be allowed any further Roster changes after the Stage 2 Rosters have been submitted and approved in writing by Administration.

Stage 2 Qualifier Teams are not allowed any Roster changes between the start of the Stage 2 Qualifier and the end of the Stage 2 Playoffs.

6.3. Meeting Roster Rules

In the event of a Team not meeting roster rules, Administration reserves the right to penalize a Team and/or Player.

In the event of a Team not meeting Roster Rules due to extenuating circumstances, Administration reserves the right to determine the appropriate course of action.

7. Equipment Rules

7.1. Provided Equipment

Administration will provide software, monitors, consoles, and headsets to be used during Matches.

7.2. Player Owned Equipment

Players must bring their own controllers, in-ear headphones, and any other equipment that is not provided by Administration in 4.1. Players may bring headsets for use on warm-up stations. Equipment must include cables of reasonable length. Administration is not responsible for ensuring Player-owned equipment is in working condition.

Administration reserves the right to inspect all Player owned equipment to ensure compliance with the Handbook and/or these GPL Rules.

7.3. Apparel

Players must wear appropriate team attire. Administration reserves the right to prohibit the use of attire that is deemed inappropriate. Shirts provided by Administration may be worn on stage. Pants, such as jeans or slacks, are required on stage. Joggers, sweatpants, pajama bottoms, and shorts will not be permitted. Closed-toes shoes are required, and sandals/flip-flops will not be permitted.

7.4. Player Accounts

A PlayStation Network Account will be provided to all Players in the Competition. These accounts must be used in all GPL Matches. Their use of this PSN Account outside of official GPL Matches is strictly prohibited and may result in penalties.

8. Match Rules

8.1. Arrival

All Players are expected to be present and ready to play 90 minutes prior to a scheduled Match time. Administration must be notified immediately if a Player may be late to a Match. A Team which cannot provide a full and eligible roster 10 minutes before a scheduled Match time will automatically forfeit the Match and receive a major penalty.

Under no circumstances may a Team start a Game with less than four (4) Players.

Delays caused by Players that are not ready to compete at the scheduled time may result in a major penalty.

8.2. Role of Referees

Referees are GPL officials responsible for making judgments on every match-related issue, question and situation which occurs, during, and immediately following Match play.

Their oversight includes, but is not limited to:

- Checking the team's lineup before a Match.
- Checking and monitoring player peripherals and Match areas.
- Announcing the beginning of the Match.
- Ordering a restart of the Match.
- Issuing penalties in response to rule violations during the Match.
- Confirming the end of the Match and its results.

8.3. Pre-Match Setup

Players will be given ten minutes prior to the start of a match to setup their equipment and modify their game settings. The 10-minute setup period will begin 10 minutes prior to the announced Match start time.

8.4. Stoppage of Play

In the event of a Player disconnect, Administration will determine whether the Game is to be replayed on a case-by-case basis. In the event of a restart, the same Rig Draft must be used.

In the event of a server crash or host drop, the Game will be restarted with the same Rig Draft.

8.5. Breaks Between Games

There will be a two-minute break in between Games for Players to set up their classes and prepare for the next Game. Players will also be given a five-minute break to refresh in between the third and fourth Game in a series. Teams that fail to provide a full and eligible roster by the end of the break may forfeit the remainder of the Match. Any Player related delays may result in a penalty.

9. CWL Pro Points

CWL Pro Points for each Stage of the GPL will be distributed to each starting Player on a placing Team as follows:

- 1st Place: 25,000
- 2nd Place: 20,000
- 3rd Place: 17,500
- 4th Place: 15,000
- 5th & 6th Place: 12,000
- 7th & 8th Place: 10,000
- 9th - 12th Place: 8,000
- 13th - 16th Place: 6,000

9.1. CWL Pro Point Restrictions

Players on a Roster in the GPL will not be eligible to participate in the Weekly Tournaments that earn CWL Pro Points during the GPL Regular Season and Playoffs.

10. Prizing

Except as otherwise provided for in these GPL Rules, prizing for each Stage of the GPL shall be governed by Section 9 of the Handbook. Prizing for each Stage of the GPL will be distributed to each placing Team as follows, and shall be allocated equally to each of the Players on a winning Team:

Prizing for Stage 1 & 2 Regular Seasons of the GPL:

- Each Team: \$12,500

Prizing for Stage 1 & 2 Playoffs of the GPL:

- 1st Place: \$200,000
- 2nd Place: \$120,000
- 3rd Place: \$80,000
- 4th Place: \$40,000
- 5th & 6th Place: \$20,000
- 7th & 8th Place: \$10,000

11. Participants' Assumption of Risk; Release and Liability Waiver

11.1. Assumption of Risk

Participation in the GPL may involve serious risk of injury. Participants understand that by participating in the GPL, Participants are waiving their right to sue (as provided in Section 12 below) if Participants are injured while participating in the GPL. In consideration of being permitted to participate in and/or attend the GPL, each Participant warrants, represents, acknowledges and agrees as follows, that Participant:

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

11.2. Release

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 GPL, 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 GPL, 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 GPL Rules, any actions or omissions by Participants while participating in or attending the GPL or any event thereof and/or the releases set forth herein.

11.3. Waiver

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 GPL, the Materials, the Submissions, or any other productions, or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the GPL. 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 medical provider or facility to provide an emergency care needed.

12. Dispute Resolution

12.1. Applicability

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

12.2. Negotiations

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.

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.

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.

12.3. Binding Arbitration

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.

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.

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.

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.

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.

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.

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.

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.

12.4. Arbitration Procedures

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.

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.

12.5. Class and Collective Action Waiver

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

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.

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.

12.6 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.

12.7. Changes to Arbitration Provisions

The Administration will provide 60-days' notice of any changes to the arbitration provisions contained in Section 12. Changes will become effective on the 60th day and will apply prospectively only to any claims arising after the 60th day.

12.8. Awards

Any and all claims, judgments and awards shall be limited as set forth in these GPL Rules in Section 12.

ACKNOWLEDGMENT

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

