

## 2017 CWL Championship Official Rules – (06-28-2017)

### 1. Introduction

Welcome to the 2017 CWL Championship (“CWLC”). The CWLC 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 CWLC Official Rules (“CWLC Rules”), unless otherwise indicated, supplemented or modified. For the avoidance of doubt, these CWLC 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 CWLC 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](http://bit.ly/CWL_IW-Rules)

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)

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

ADMINISTRATION RESERVES THE RIGHT TO CHANGE OR UPDATE THESE CWLC RULES, AT ANY TIME, FOR ANY REASON. CHANGES TO THESE CWLC RULES WILL BE PROVIDED TO YOU OR POSTED ON THE EVENT WEBPAGE [\[http://www.majorleaguegaming.com/events/101/call-of-duty-world-championship-2017\]](http://www.majorleaguegaming.com/events/101/call-of-duty-world-championship-2017) BEFORE THE NEXT EVENT IN WHICH THE CHANGED RULES WILL APPLY. RULINGS MAY BE MADE OUTSIDE THE SCOPE OF THESE CWLC RULES IN ORDER TO PRESERVE FAIR PLAY AND LEAGUE INTEGRITY. ACCEPTING AN INVITATION TO PARTICIPATE IN THE CWLC AND/OR PARTICIPATION IN THE CWLC CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO THE HANDBOOK, MLG’S TERMS OF SERVICE AND PRIVACY POLICY, THESE CWLC RULES AND THE ADMINISTRATION’S DECISIONS,

WHICH ARE FINAL AND BINDING IN ALL MATTERS AND IN ALL RESPECTS. THE ADMINISTRATION SHALL DECIDE ANY MATTERS NOT HEREIN EXPRESSLY PROVIDED FOR AND SUCH DECISIONS SHALL BE FINAL AND BINDING ON PARTICIPANTS. WINNING A PRIZE IS CONTINGENT UPON FULFILLING ALL REQUIREMENTS SET FORTH IN THE HANDBOOK AND THESE CWLC RULES.

THESE CWLC RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE CWLC ARE SUBJECT TO AND GOVERNED BY BINDING ARBITRATION CLAUSE IN SECTION 10 BELOW AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE MAY AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THE HANDBOOK AND THESE CWLC RULES.

## **2. Competition Structure**

### **2.1. Qualification**

32 Teams will qualify and participate in the CWLC.

All 16 Teams who qualify and participate in GPL Stage 2 will qualify for the CWLC.

There will be one Last Chance Qualifier (LCQ) run in each Region. The number of Teams qualifying into the CWLC from each region's LCQ are as follows:

North America – 8

Europe – 6

Asia Pacific – 2

#### **2.1.1. Invitation**

Teams who qualify into the CWLC 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 CWLC, an additional invitation may be extended at the sole discretion of the Administration.

### **2.2. Group Stage**

Group Stage will consist of 8 Groups of four Teams (each a "Group"). Each Team will play one best-of-five Match against each of the other Teams in their Group (round-

robin).

### Seeding

Teams will be assigned a seed with-in their Group based on the order in which they are drawn into the Group.

The higher seeded Team will be assigned the label of Home for each Match to assist with stage seating and side selection procedures.

#### **2.2.1. Group Draw**

The Teams will be seeded based on GPL Stage 2 and LCQ placements.

The 1st Place GPL Stage 2 Team will be placed in Group A.

The 2nd Place GPL Stage 2 Team will be placed in Group B.

The 3rd Place GPL Stage 2 Team will be placed into Group C.

The 4th Place GPL Stage 2 Team will be placed into Group D.

The 5-6th Place GPL Stage 2 Team will be randomly drawn into Groups E & F.

The 7-8th Place GPL Stage 2 Teams will be randomly drawn into Groups G & H.

The 9-12th Place GPL Stage 2 Teams will be randomly drawn into Groups H, G, F, & E.

The 13-16th Place GPL Stage 2 Teams will be randomly drawn into Groups D, C, B, & A.

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

The #5-8 North American LCQ Teams, #5-6 European LCQ Teams, and the #1-2 Asia-Pacific LCQ 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.

#### **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 Playoffs.

Teams finishing their Group in 3rd place will place 17-24th in CWLC.

Teams finishing their Group in 4th place will be place 25-32nd in CWLC.

### **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-one 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-one 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 Playoffs.

### **2.3. Playoffs**

Playoffs will consist of the 1st and 2nd place Teams from each Group in a 16 Team

double-elimination Bracket.

In the winner's quarterfinals, the Team placing 1<sup>st</sup> 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. Bracket Placement.**

Each 1st or 2nd Place Team from Groups will be placed into one of the eight Round 1 Matches as show below:

Round 1 Match #1 = Group A 1st Place vs Group B 2nd Place  
Round 1 Match #2 = Group H 1st Place vs Group G 2nd Place  
Round 1 Match #3 = Group E 1st Place vs Group F 2nd Place  
Round 1 Match #4 = Group D 1st place vs Group C 2nd Place  
Round 1 Match #5 = Group C 1st Place vs Group D 2nd Place  
Round 1 Match #6 = Group F 1st Place vs Group E 2nd Place  
Round 1 Match #7 = Group G 1st Place vs Group H 2nd Place  
Round 1 Match #8 = Group B 1st Place vs Group A 2nd Place

### **2.3.2. Standings**

Standings for playoff Teams will be determined by what placing the team earns in the playoffs bracket.

## **3. Maps per Round**

### **3.1. Group Play**

#### **1 vs 2, 3 vs 4**

Game 1 – Hardpoint – Breakout  
Game 2 – Search and Destroy – Crusher  
Game 3 – Uplink – Precinct  
Game 4 – Hardpoint – Throwback  
Game 5 – Search and Destroy – Retaliation

#### **1 vs 3, 2 vs 4**

Game 1 – Hardpoint – Scorch  
Game 2 – Search and Destroy – Breakout  
Game 3 – Uplink – Throwback  
Game 4 – Hardpoint – Retaliation  
Game 5 – Search and Destroy – Throwback

### **1 vs 4, 2 vs 3**

- Game 1 – Hardpoint – Retaliation
- Game 2 – Search and Destroy – Throwback
- Game 3 – Uplink – Frost
- Game 4 – Hardpoint – Breakout
- Game 5 – Search and Destroy – Crusher

### **3.2. Winners Bracket**

#### **Round 1**

- Game 1 – Hardpoint – Retaliation
- Game 2 – Search and Destroy – Crusher
- Game 3 – Uplink – Frost
- Game 4 – Hardpoint – Throwback
- Game 5 – Search and Destroy – Breakout

#### **Round 2**

- Game 1 – Hardpoint – Scorch
- Game 2 – Search and Destroy – Retaliation
- Game 3 – Uplink – Throwback
- Game 4 – Hardpoint – Breakout
- Game 5 – Search and Destroy – Throwback

#### **Round 3**

- Game 1 – Hardpoint – Breakout
- Game 2 – Search and Destroy – Throwback
- Game 3 – Uplink – Precinct
- Game 4 – Hardpoint – Retaliation
- Game 5 – Search and Destroy – Crusher

### **3.3. Losers Bracket**

#### **Round 1**

- Game 1 – Hardpoint – Scorch
- Game 2 – Search and Destroy – Retaliation
- Game 3 – Uplink – Throwback
- Game 4 – Hardpoint – Breakout
- Game 5 – Search and Destroy – Throwback

#### **Round 2**

- Game 1 – Hardpoint – Throwback

#### **Winners Finals**

- Game 1 – Hardpoint – Throwback
- Game 2 – Search and Destroy – Breakout
- Game 3 – Uplink – Frost
- Game 4 – Hardpoint – Scorch
- Game 5 – Search and Destroy – Retaliation

#### **Grand Finals**

- Game 1 – Hardpoint – Retaliation
- Game 2 – Search and Destroy – Throwback
- Game 3 – Uplink – Throwback
- Game 4 – Hardpoint – Scorch
- Game 5 – Search and Destroy – Breakout

#### **Grand Finals 2**

- Game 1 – Hardpoint – Throwback
- Game 2 – Search and Destroy – Crusher
- Game 3 – Uplink – Precinct
- Game 4 – Hardpoint – Breakout
- Game 5 – Search and Destroy – Retaliation

- Game 2 – Search and Destroy – Breakout
- Game 3 – Uplink – Frost
- Game 4 – Hardpoint – Retaliation
- Game 5 – Search and Destroy – Throwback

#### **Round 3**

- Game 1 – Hardpoint – Breakout
- Game 2 – Search and Destroy – Throwback

Game 3 – Uplink – Precinct  
Game 4 – Hardpoint – Retaliation  
Game 5 – Search and Destroy – Crusher

#### **Round 4**

Game 1 – Hardpoint – Retaliation  
Game 2 – Search and Destroy – Crusher  
Game 3 – Uplink – Throwback  
Game 4 – Hardpoint – Scorch  
Game 5 – Search and Destroy – Breakout

#### **Round 5**

Game 1 – Hardpoint – Throwback  
Game 2 – Search and Destroy – Breakout  
Game 3 – Uplink – Frost  
Game 4 – Hardpoint – Scorch  
Game 5 – Search and Destroy – Retaliation

#### **Losers Finals**

Game 1 – Hardpoint – Breakout  
Game 2 – Search and Destroy – Retaliation  
Game 3 – Uplink – Precinct  
Game 4 – Hardpoint – Throwback  
Game 5 – Search and Destroy – Crusher

## **4. Schedule**

### **4.1. Overview**

All Matches will be played at the Amway Center in Orlando, Florida.

4.1.1. Group Stage (August 7 – August 10)

4.1.2. Playoffs (August 11 – 13)

### **4.2. 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.

## **5. Player Agreements**

### **5.1. Player Names**

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

### **5.2. Stream Restrictions**

Players on the roster of a CWLC 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 CWLC 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 CWLC, 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 CWLC 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.

#### **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.

Rosters submitted for GPL Stage 2 must be used for CWLC for all GPL Stage 2 Teams.

Roster submitted for the LCQs must be used for CWLC for all LCQ Teams.

### **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 Section 7.1. 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 CWLC 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 CWLC. These accounts must be used in all CWLC Matches. The use of this PSN Account outside of official CWLC 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 CWLC 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.

### **8.6. Other Rules.**

- a. 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.
- b. 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.
- c. 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.
- d. Breaking any gameplay rule may be subject to disciplinary action, including forfeiture of a game.

### **8.7. 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.

## **9. Prizing**

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

Prizing for CWLC:

- 1st Place: \$600,000
- 2nd Place: \$200,000
- 3rd Place: \$100,000
- 4th Place: \$80,000
- 5th & 6th Place: \$55,000
- 7th & 8th Place: \$35,000
- 9th, 10th, 11th, & 12th Place: \$25,000
- 13th, 14th, 15th, & 16th Place: \$15,000
- 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, & 24th Place: \$12,500
- 25th, 26th, 27th, 28th, 29th, 30th, 31st, & 32nd Place: \$10,000

## **10. Participants' Assumption of Risk; Release and Liability Waiver**

### **10.1. Assumption of Risk**

Participation in the CWLC may involve serious risk of injury. Participants understand

that by participating in the CWLC, Participants are waiving their right to sue (as provided in Section 11 below) if Participants are injured while participating in the CWLC. In consideration of being permitted to participate in and/or attend the CWLC, each Participant warrants, represents, acknowledges and agrees as follows, that Participant:

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

(ii) Understands and accepts that participating in the CWLC 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.

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

### **10.3. 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 CWLC, the Materials, the Submissions, or any other productions, or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the CWLC. 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.

## **11. Dispute Resolution**

### **10.1. Applicability**

This Section applies to and governs any dispute that arises out of or relates to the

CWLC or these CWLC 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 CWLC Rules exists, these CWLC Rules govern as to disputes related to the CWLC, and the Major League Gaming agreement will apply to disputes related to use of GameBattles accounts outside of the CWLC.

## **10.2. 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., 250 Hudson Street, 6<sup>th</sup> Floor, New York, NY 10013, Attn.: Legal Department.

## **10.3. 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 CWLC 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](https://accounts.majorleaguegaming.com/terms_of_service).

#### **10.4. 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.

#### **10.5. 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.

#### **10.6 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.

#### **10.7. Awards**

Any and all claims, judgments and awards shall be limited as set forth in these CWLC

Rules in Section 11.