

Gears Pro Circuit Boston Open Season 2 Finals – Official Rules

Major League Gaming Corp (“Major League Gaming” or “MLG” or “Company”) will be hosting the Gears Pro Circuit Boston Open Season 2 Finals Esports Event taking place between April 26th, 2019 and April 28th, 2019 at the Hynes Convention Center in Boston, Massachusetts, consisting of (a) a 5v5 tournament (the “5v5 Tournament”); and (b) a 2v2 Tournament (the “2v2 Tournament”). Collectively, the 5v5 Tournament and the 2v2 Tournament may be referred to herein as the “Esports Event”. The Esports Event will be governed by the following: (i) the [Gears Esports Handbook 2017-2018](#) (the “Handbook”); (ii) the [Gears Esports Code of Conduct](#) (the “Code of Conduct”); (iii) MLG’s Terms of Service and MLG’s Privacy Policy; and (iv) these official rules (“Official Rules”). If there is an inconsistency between the Handbook and these Official Rules, these Official Rules shall control. Defined terms in these Official Rules shall have the meanings and definitions ascribed to them in the Handbook, unless otherwise noted herein. By participating in the Esports Event, each participant agrees to abide by the Handbook, these Official Rules, the decisions of Company (which shall be final and binding in all respects) and to be contacted by Company or their agents by email, mail and/or telephone regarding the Esports Event.

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

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

COMPANY RESERVES THE RIGHT TO CHANGE, UPDATE AND MODIFY THESE OFFICIAL RULES AT ANY TIME, FOR ANY REASON. CHANGES TO THESE OFFICIAL RULES WILL BE PROVIDED TO YOU OR POSTED ON THE EVENT WEBPAGE (<http://events.mlg.com/gpcboston>) BEFORE THE EVENT IN WHICH THE CHANGES RULES WILL APPLY. RULINGS MAY BE MADE OUTSIDE OF THE SCOPE OF THESE OFFICIAL RULES IN ORDER TO PRESERVE FAIR PLAY AND TOURNAMENT INTEGRITY. PARTICIPATION IN THE ESPORTS EVENT CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO THE HANDBOOK, CODE OF CONDUCT, MLG’S TERMS OF SERVICE, MLG’S PRIVACY POLICY, THESE OFFICIAL RULES AND THE COMPANY’S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS AND IN ALL RESPECTS. COMPANY 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 OFFICIAL RULES.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE ESPORTS EVENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 16 BELOW AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THESE OFFICIAL RULES.

- 1. Eligibility.** Eligibility for the Esports Event is as set forth in Section 3 of the Handbook.
- 2. Tournament Description; Registration.**
 - a. The Esports Event begins on April 26th, 2019 at approximately 12:00 PM ET, and ends on April 28th, no later than 11:59 PM ET. The Esports Event will take place at a venue as determined by MLG in its sole discretion. Information about the venue and check-in times will be conveyed to each Player before the start date.
 - b. Participants must purchase a Team Pass through the MLG Store (<http://store.majorleaguegaming.com/>) in order to participate in a 25,000 Series Tournament.

Team Passes for the Esports Event are available for purchase until 5:00 PM ET, on April 22nd, 2019, for \$199.99 USD

- c. In order to purchase a Team Pass, Players must affirmatively accept the Handbook, these Official Rules, and the Tournament Participation Release and then select the item in the MLG Store (<http://store.majorleaguegaming.com>), add it to their Cart, Proceed to Checkout, correctly enter their Billing Information (Credit Card or Debit Card), and Complete the Purchase. After obtaining a Team Pass, the purchaser will be given access to Team Builder in order to complete registration.
 - d. Coaches must register with their team, but Coaches do not pay any entry fees and are not eligible to win any prizes. All Team Pass sales are final. No refunds or transfers will be granted. Limit one registration/entry per person. No other methods of entry will be accepted.
 - e. All entries become the property of MLG and will not be returned. MLG is not responsible for technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, lost, illegible, altered, defaced, mutilated, misdirected, ineligible, or delayed entries or other communications or other technical problems related to website entries. MLG, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process, the operation of the MLG websites, including but not limited to majorleaguegaming.com and gamebattles.com, (collectively, the "MLG Sites"), or who otherwise violates these Official Rules.
 - f. Online Registration for the Esports Event will open at 6:00 PM ET on Wednesday, March 13th, 2019.
 - g. Online Registration for the Esports Event will close at 5:00 PM ET on Monday, April 22nd, 2019.
 - h. Team Passes will not be sold at Check-in. Questions regarding a Team Pass must be emailed to leagueops@mlg.tv by 6:00 PM ET on Monday, April 22nd, 2019.
 - i. The Esports Event Team Pass Price is \$199.99 USD.
 - j. All Team Pass sales are final. No refunds, transfers, or resales will be granted.
 - k. All Players must submit their rosters to complete their Registration:
 - i. For Pool Play teams, by 6:00 PM ET on Monday, April 8th, 2019.
 - ii. For Open Bracket teams, by 6:00 PM ET on Monday, April 22nd, 2019.
- 3. 5v5 Tournament Prizing.** Please see below for the prizing for the 5v5 Tournament
- a. 1st Place: \$120,000
 - b. 2nd Place: \$60,000
 - c. 3rd Place: \$42,000
 - d. 4th Place: \$30,000
 - e. 5th & 6th Place: \$12,000
 - f. 7th & 8th Place: \$6,000
 - g. 9th – 12th Place: \$3,000
- 4. 5v5 Tournament Open Bracket**
- a. **Format**
 - i. The Open Bracket will allow for up to 64 Teams.
 - ii. 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 Esports Event.
 - iii. All Rounds will be Best of 3.

- iv. When 4 Teams remain in the Open Winners Bracket, they will be placed into Pool Play.
- v. When 4 Teams remain in the Open Losers Bracket, they will be placed in Championship Bracket Losers Round 1.

b. Seeding

- i. Registered Teams will be seeded for the Open Bracket by their total Gears Pro Points as of 6:00 AM ET on Monday, April 22nd, 2019. The team representing Asia Pacific Gears Open will be given the #8 Seed in the Open Bracket
- ii. Incomplete Teams will be seeded last.
- iii. Teams that are completed after the Open Bracket is seeded will be seeded last, regardless of their Pro Points.

5. 5v5 Tournament Pool Play

a. Format

- i. Pool Play will have 4 Pools of 4 Teams
- ii. All Matches will be Best of 3.
- iii. Teams will play one Match against each of the other Teams in their Pool.
- iv. Teams finishing their Pool in 1st and 2nd Place will be placed in the Championship Winner Bracket Round 1. Teams finishing their Pool in 3rd place will be placed in Championship Bracket Losers Round 2. Teams finishing their Pool in 4th Place will be placed in Championship Bracket Losers Round 1.

b. Seeding

- i. Pools will consist of: Top 8 North American Gears Pro Points Teams, Top 2 European Gears Pro Points Teams, and Top 2 Latin American Gears Pro Points Teams. Teams will be seeded for Pool Play by their total Gears Pro Points as of 6:00 AM ET on Monday, April 8th, 2019.
- ii. The #1 NA Gears Pro Points Team will be placed in Pool A. The #2 NA Gears Pro Points Team will be placed in Pool B. The #3 NA Gears Pro Points Team will be placed in Pool C. The #1 EU Gears Pro Points Team will be placed in Pool D. The #4, #5 & #6 NA Gears Pro Points Teams and the #1 LATAM Gears Pro Points Team will be randomly drawn, one into each Pool. The #7 & #8 NA Gears Pro Points Teams, #2 EU Gears Pro Points Team, and #2 LATAM Gears Pro Points Team will be randomly drawn, one into each Pool.
- iii. When drawing Teams into pools, an International Team (EU or LATAM) cannot be placed into a pool with another International Team. If a Team is drawn into a pool that would break the aforementioned rule, the Team will be placed in the next eligible pool.
- iv. Pool Play Seeds will be determined after Teams have already been assigned to a Pool.
- v. A Pool Play Team's Seed is used to govern Side Choices and Main Stage Seating.
- vi. The final 4 Open Winners Bracket Teams will be seeded #13-16 for Pool Play based on their Open Bracket Seed.
- vii. The #13 Seed will be added to Pool D, #14 Seed will be added to Pool C, #15 Seed will be added to Pool B, and #16 Seed will be added to Pool A.

c. Ranking & Tiebreakers

- i. Pool Play Ranking (1st- 4th) will be determined using each Team's Record of Matches won and lost.
- ii. 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).

- iii. 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.
- iv. 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.
- v. If Overall Game Winning Percentage can't break a tie, Head to Head Round Winner Percentage (Pool Play Rounds Won vs. Tied Teams / Pool Play Rounds Played vs. Tied Teams) will be used to break the tie.
- vi. If Head to Head Round Winning Percentage can't break a tie, Overall Round Winning Percentage (Pool Play Rounds Won / Pool Play Rounds Played) will be used to break the tie.
- vii. The higher number will win all of the aforementioned tiebreakers.
- viii. 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.
- ix. If the aforementioned Tiebreakers can't break a tie for 1st place or 2nd place, the tied Teams will be scheduled to play a Best of 1 Game Round Robin tiebreaker. The Tiebreaker Game Mode will be Escalation. Map will be chosen at random and faction choice will be given to the higher seed. After each Team has played all other tied Teams on the Tiebreaker Map, 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 aforementioned tiebreakers, an additional Best of 1 Game Round Robin Tiebreaker(s) will be played until the tie can be broken.
- x. 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

- i. If a Pool Play Team chooses not to participate in the Esports Event and notifies Company prior to the start of the Esports Event, Company reserves the right to replace the Team with a Team of Company's choice.
- ii. If a Pool Play Team chooses not to participate in the Esports Event and notifies Company after the start of the Esports Event, a Replacement Team will not be selected to take their place.
- iii. If a Replacement Team is needed for Pool Play and all Pools have been set, the Replacement Team will be given the #12 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. 5v5 Tournament Championship Bracket

a. Format

- i. Championship Bracket will be Double Elimination.
- ii. All Matches will be Best of 3 and use Escalation Game Mode.
- iii. Championship Bracket Winners Bracket will be conducted as follows:
 - I. Round 1 Match #1 = Pool A 1st Place vs Pool C 2nd Place
 - II. Round 1 Match #2 = Pool D 1st Place vs Pool B 2nd Place
 - III. Round 1 Match #3 = Pool C 1st Place vs Pool A 2nd Place

- IV. Round 1 Match #4 = Pool B 1st Place vs Pool D 2nd Place
 - V. Semifinal #1 = Round 1 Match #1 Winner vs Round 1 Match #2 Winner
 - VI. Semifinal #2 = Round 1 Match #3 Winner vs Round 1 Match #4 Winner
 - VII. Final = Semifinal #1 Winner vs Semifinal #2 Winner
 - iv. 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 Esports Event.
 - v. 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.
 - vi. The Grand Final will begin with an initial Match. If the Winners Bracket Team wins the initial match, they will win the Esports Event.
 - vii. If the Losers Bracket Team wins the initial match, a second match must be played. The winner of the second match will win the Esports Event.
- b. Seeding**
- i. Pool Play Teams will keep their Pool Play Seed in the Championship Bracket.
 - ii. The final 4 Open Losers Bracket Teams will be seeded #17-#20 for the Championship Bracket based on their Open Bracket seed.

7. Gears of War 2v2 Tournament

a. Format

- i. Gears of War 2v2 Tournament will be single elimination.
- ii. All matches in the Gears of War 2v2 Tournament will be best of one (1).
- iii. Gears of War 2v2 Tournament will be played on the multiplayer maps "Boxes" and "Mid". Maps will alternate based on round.
- iv. Teams will be seeded by total Gears Pro Points at the time of open bracket roster lock (6:00 AM ET on Monday, April 22nd, 2019).

b. Settings

i. General

- I. Game Mode: 2v2 Gnashers Only
- II. Maps: Boxes, Mid
 - (i) Maps will alternate from round to round
- III. Weapon Substitutions: None
- IV. Special Restrictions
 - (i) Gnashers Only
 - (ii) No Smoke Grenades
 - (iii) Melee is permitted

ii. Playlist Options

- I. Fill with Bots: Off
- II. Bot Difficulty: Casual
- III. Rounds to Win: 10
- IV. Round Time Limit: 2 Minutes
- V. Classic Stalemates: On

- VI. DBNO Time: 15
- VII. Friendly Fire: On
- VIII. Weapon Respawn: After Use
- IX. Weapon Tuning: Competitive

c. Prizing

- i. Prizing for the Gears of War 2v2 Tournament is as follows:
 - I. 1st Place: \$10,000
 - II. 2nd Place: \$6,000
 - III. 3rd & 4th Place: \$2,000

8. Equipment

- a. Players must provide their own controller, micro USB cable, headset, and earbuds. Players are responsible for ensuring the proper function of this equipment. Games will not be paused or ended in order to resolve an issue with a Player's equipment or any audio malfunction. Players may bring backup equipment to use in the situation where malfunctions may occur.
- b. Players must use the Console, Monitor, and Network Equipment provided by Company. Xbox One is the official console for the Esports Event. Players competing on the Main Stage must use the Headset provided by Company. If a Player finds that an issue has occurred with any of this equipment, they should notify a Esports Event Official immediately. If the Esports Event Official can confirm that an issue has occurred, they 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.
- c. If a Game malfunction occurs and the cause can't immediately be identified, a Esports Event Official may call for the Game to be ended in order to investigate further.
- d. All Player equipment is subject to approval. Company reserves the right to deny the use of anything suspected of providing an unfair competitive advantage.
- e. Players may not use a Turbo controller or a Button Macro controller. Turbo controllers allow Players to press a button that results in their Character performing a set of actions that would normally require the Player to press the same button multiple times. Button Macro controllers allow Players to press a button that results in their Character performing a set of actions that would normally require the Player to press multiple buttons.
- f. Players may not use a controller that has been modified in such a way that it alters their Character's abilities and/or in-game mechanics. Players can make cosmetic changes to their controller.
- g. Players may not compete with batteries in their controller. Players must maintain a wired connection with their Xbox One. Players may not use a Play and Charge Kit.
- h. Players may not use a Keyboard or a Mouse.
- i. Player-provided Headsets must utilize a standard 3.5mm stereo headset jack. Players may not use a Wireless headset or a headset that requires an outlet for power.
- j. Coaches can wear earbuds or a headset to connect to his/her team on featured stations and Main Stage.
- k. Players competing on the Main Stage must wear their earbuds in their ears and the Company-provided headset over their ears for the duration of all Games.
- l. Teams that break an Equipment Rule #5-11 will be given a Warning. After the first Warning, each subsequent Warning that a Team receives will result in a Forfeit of the Game.

9. General

- a. Any violation of the rules set forth in the Handbook, Code of Conduct, or in these Official Rules, including, without limitation, any form of cheating, may result in a Forfeit of the Game/Match and/or disqualification from the Esports Event.
- 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 Esports Event. Such Players/Teams may also be subject to a Temporary Ban from Company's Network of Websites and/or a Ban from a future Esports Event(s).
- c. All Player and Coach apparel must be approved by Company. Company 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 five Players present in order to start a Game. A Team will Forfeit Game 1 if they don't have all five 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 don't have five 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 don't have all five Players present by five minutes after the conclusion of the previous Game (Grace Period). If a Match hasn't begun by 15 minutes after the scheduled start time and neither Team has five Players present, the Match win may be awarded to the higher seeded Team. If a Match can't begin at its scheduled start time, the Grace Period will begin at the conclusion of the Station's preceding Match.
- e. If their Match has not been completed, Players may ask their Referee for permission to leave their Station. Referees 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) hasn't returned by the end of their Referee'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 their Referee's permission, or is otherwise unable to play.
- f. Teams may ask their Esports Event Director for an extended break between Matches. The Esports Event Director 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 haven't reported to their upcoming Match's Station by the end of their Esports Event Director's set time limit.
- g. Coaches may speak with their Players during and between Games.
- h. In order to dispute Game results, Players/Teams must notify their Referee that they would like to Protest the Game before a new Game has begun. In order to dispute Match results, Players/Teams must notify their Referee 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. Teams may request that their opponent not receive a Forfeit penalty or a penalty associated with receiving a Technical Foul.
- j. Requests made pertaining to General Rules 8-9 will be decided upon by the Esports Event Director.
- k. Language used in Team communication will be governed by the Gears eSports Code of Conduct

10. 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 teammate'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 a Gameplay Rules #1-7, or breaking Character Restrictions as defined in the Handbook may result in a Forfeit of the Game.
- i. If a Round/Game is started without the approval of a Esports Event Official, it will be restarted from the beginning.
- j. If a Player or Company Staff member 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 a Company Staff member 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 a Esports Event Official's permission.
- m. Players who end a Game without a Esports Event Official'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 a Esports Event Official's permission will result in a 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 a Esports Event Official immediately. If the Esports Event Official is able to confirm that this has occurred, they 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.

11. 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 a Referee'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 Company Staff.
- g. Spectators may be made to move, made to leave an area, or removed from the venue, at any time, for any reason.
- h. *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

12. Foul

- 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 a Esports Event Official's permission.
- b. Players and Coaches may not move a Monitor, Console, or audio equipment without a Esports Event Official's permission.
- c. Players and Coaches may not adjust Monitor Settings, other than Volume, without a Esports Event Official'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 in excess. Excessive use of vulgar language is defined as consistent use of vulgar language that is audible to Spectators of the Match or a single use of vulgar language that is audible to Spectators of another Match.
- 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 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 a Esports Event Official's permission.
- i. Players/Teams that haven't been eliminated from the Esports Event have priority over other Players/Teams regarding the use of Stations for Warm-Up.

13. Technical Foul

- a. Players and Coaches may not stand on chairs, tables, or other Company equipment.
- b. Players and Coaches may not verbally abuse a Esports Event Official. Verbal abuse of a Esports Event Official includes, but is not limited to, the use of vulgar language directed at a Esports Event Official, the use of insulting words or gestures directed at a Esports Event Official, and excessive argument with a Esports Event Official 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 physical contact.

- 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 that could cause injury.

14. Additional

- a. Players/Teams are expected to put forth their best effort in all Games.
- b. Players, Coaches, Managers, and Owners may not participate in Fantasy Sports or gambling that use the stats or results of this Esports Event.
- c. Players/Teams may not intentionally Forfeit a Game or conspire to manipulate Rankings or Brackets.
- d. Players and Coaches are expected to treat all members of Company Staff, and Sponsors, with respect.
- e. Public discussions of, or agreements to, avoiding the use of abilities, items, weapons, or strategies are prohibited.
- f. Public statements made about private information, unofficial Roster changes, and disparaging remarks made about Company or its partners are prohibited.

15. Penalties

- a. Players and Coaches found to have broken a Foul 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 Esports Event (Online or Offline) to the next. If a penalty is carried over from one Esports Event 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 Additional Rules may result in a Forfeit of the current Match and/or all future Matches in the Esports Event (Disqualified). The Team may also be forced to continue the Esports Event shorthanded.
- d. Teams that Forfeit a Match and Players, Coaches, Managers, and Owners found to have broken any Conduct Rules may be subject to penalties such as a Temporary Ban from Company's Network of Websites, Forfeit of a Prize, a Fine, and/or a Ban from a future Esports Event(s).
- e. Esports Event Officials may issue a Foul, Technical Foul, or Disqualify a Player/Team for acts of misconduct not listed in the Conduct Rules.

16. Participants' Assumption of Risk, Release and Liability Waiver.

- a. Participation in the Esports Event may involve serious risk of injury. Participants understand that by participation in the Esports Event, participants are waiving their right to sue (as provided in Section 15 below) if participants are injured while participating in the Esports Event.
- b. In consideration of being permitted to participate in and/or attend the Esports Event, each participant warrants, represents, acknowledges and agrees as follows, that participant:
 - (i) Meets the age requirements set forth in Section 3.1 of the Handbook, understands the risks associated with the Esports Event, is physically fit, in good health, has no physical or mental issues which would hinder participation in any

activities of the Esports Event and is sufficiently trained and experienced to understand the risks involved in the Esports Event;

(ii) Understands and accepts that participating in the Esports Event 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, Company, 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 Company, 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 Esports Event, 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 Esports Event, 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 Official Rules, any actions or omissions by participants while participating in or attending the Esports Event 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 Esports Event, the Materials, the Submissions, or any other productions, or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the Esports Event.
- 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.

i. 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.

17. 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:

- I. In an effort to accelerate resolution and reduce the cost of any dispute, participants and Company agree to first attempt to negotiate a resolution of any dispute informally for at least thirty (30) days before either party initiates any arbitration.
- II. Negotiations will begin upon receipt of written notice by the party raising the dispute. Company will send its notice to the Participant's billing address and email you a copy to the email address you have provided to Administration.
- III. Participants will send their notice to Company at Major League Gaming Corp., 3100 Ocean Park Blvd., Santa Monica, California 90405 Attn.: Legal Department.

c. Binding Arbitration:

- I. If a dispute cannot be resolved through negotiations, either participant or Company may elect to have the dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other.
- II. PARTICIPANTS SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS PARTICIPANTS AND COMPANY'S ABILITY TO LITIGATE CLAIMS IN COURT AND PARTICIPANT AND COMPANY EACH AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.
- III. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the

interpretation, applicability, enforceability and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. Specifically, all claims arising out of or relating to this Agreement (including its interpretation, formation, performance and breach), the parties' relationship with each other and/or your participation in the Competition shall be finally settled by binding arbitration.

- IV.** The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>) or by calling JAMS at (800) 352-5267. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Handbook, including, but not limited to any claim that all or any part of this Handbook are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- V.** Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. Participants or Company can request the stay be lifted upon a showing of prejudice. Participant's arbitration fees and Participants share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.
- VI.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- VII.** Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and, to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, the Company will pay the additional cost.
- VIII.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the MLG Service under the Terms of Service for Major League Gaming, available at https://accounts.majorleaguegaming.com/terms_of_service.

d. Arbitration Procedures:

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

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

e. Class and Collective Action Waiver:

- I. Participants and Company agree that any arbitration or court proceeding shall be limited to the dispute between Company and participant individually.
- II. Participants acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between participants and Company; (ii) there is no right or authority for any dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) participants will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any dispute subject to arbitration or any dispute brought in court. Any dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section.
- III. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, participants agree that the parties' contract to arbitrate is then void, and any ongoing or future dispute will be submitted to a court of competent jurisdiction within the County of New York, State of New York, United States of America, to the exclusion of arbitration. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.

f. Location of Arbitration: If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the United States, arbitration shall be initiated in the County of New York, State of New York, United States of America, and you and the Company 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 Official Rules in Section 16.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGMENT

I have read the Handbook and these Official Rules in their entirety and fully understand their respective content. I acknowledge and understand that the Handbook and these Official 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 Official 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 Official 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 Official Rules and I represent that I have provided each with a copy of the Handbook and these Official Rules and that I have the authority to bind each of those individuals or entities and hereby indemnify Company 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:

