



CALL OF DUTY®: MOBILE - MASTERS

OFFICIAL RULES

Version 1.1

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Introduction

Activision Publishing, Inc. and its affiliates (collectively “**Activision**”) created *Call of Duty® Mobile - Masters* (the “**Tournament**”) to highlight the best teams and players across North America and Europe in *Call of Duty: Mobile* esports. Tournament competition consists of (a) certain *Call of Duty: Mobile – Masters Open Qualifiers* for North America and Europe (“**CODMM Open Qualifiers**”), (b) two (2) *Call of Duty: Mobile - Masters* swiss-style tournaments for each of North America and Europe (“**CODM Masters**”), and (c) two (2) *Call of Duty: Mobile - Masters Finals* tournaments for each of North America and Europe (“**CODM Masters Finals**”). These *Call of Duty: Mobile - Masters Official Rules*, including any updates, amendments or supplements thereto (these “**Rules**”) ensure the integrity of all Tournaments, protect the image and reputation of *Call of Duty: Mobile* and the Franchise, and create a consistent and high-quality experience for spectators of the Tournaments and related events.

These Rules establish the general rules of online Tournament play and in-person Tournament activities, including rules governing player eligibility, Tournament structure, prize awards, and player conduct. These Rules also contain limitations of liability, license grants, and other legally binding contractual terms that affect Participant rights and obligations.

These Rules apply to all Teams, Team owners, Team managers, Team staff, and Players who are actively participating in any Tournament or any event related to the Tournament, or plan to participate in any current or future event related to the Tournament (each, a “**Participant**”).

EACH PARTICIPANT IS REQUIRED TO READ, UNDERSTAND, AND AGREE TO THESE RULES AND ANY OTHER APPLICABLE TOURNAMENT RULES PRIOR TO, AND AS A CONDITION TO, PARTICIPATING IN A TOURNAMENT. THESE RULES FORM A CONTRACT BETWEEN EACH PARTICIPANT, ON THE ONE HAND, AND ACTIVISION PUBLISHING, INC. (THE “**ADMINISTRATION**”), ON THE OTHER HAND.

THESE RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 12 AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 10. THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE RULES.

By entering and participating in the Tournament, Participants agree to share contact information and game data with Activision Publishing, Inc. and its affiliates in accordance with applicable entities’ Privacy Policy.

If any provision of these Rules is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Rules or the validity or enforceability in other jurisdictions of any other provision of these Rules.

Violation of these Rules or any other applicable rules may subject a Participant to discipline, including, but not limited to game/match forfeitures, prize forfeitures, fines, disqualification/removal from current and future Tournaments or other Activision Blizzard events and legal claims, at the Administration’s sole discretion and as further described herein.

1. ACCEPTANCE OF OFFICIAL RULES.

1.1 **Acceptance.** Each Player must agree to these Rules to participate in the Tournament. Players may accept these Rules by any one of the following methods:

- By signing a Tournament Participation Form either in print or digitally;
- By registration or other participant sign-up method, including in connection with the applicable Tournament platform, e.g., GameBattles or in-Game registration;
- By creating a Team;
- Accepting a match or Team invite;
- Participating in any Tournament or any officially sanctioned match that is part of the Tournament.

1.2 **Changes to and Enforcement of these Rules.** The field of professional esports competitions is still relatively new and changing rapidly, and these Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, Activision and Administration (a) may update, amend or supplement these Rules from time to time; and (b) may interpret or apply these Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Activision reserves the right to make any decisions on cases not specifically covered by these Rules to preserve the spirit of fair competition and sportsmanship. Activision's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Activision's sole discretion. Any material changes to these Rules will be provided to the Participants prior to the next Tournament event in which the changed rules will apply. Participation in a Tournament will constitute acceptance of the changed rules. Changes to Section 12 will be governed by the provisions in that section.

1.3 **Applicability of these Rules.** These Rules are intended to provide comprehensive background rules for all aspects of Tournament. The Administration reserves the right to make any decision on cases not specifically covered by these Rules to preserve the spirit of fair competition and sportsmanship. These Rules are in addition to the Terms of Service, Privacy Policy and all rules governing the use of the Call of Duty Mobile app, and the use of GameBattles accounts (where applicable). The current versions of each Privacy Policy are available at:

Call of Duty: Mobile

Terms of Service: <https://www.activision.com/legal/terms-of-use>

Privacy Policy: <https://www.activision.com/legal/privacy-policy>

GameBattles:

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

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

1.4 Additional Authority. The Administration’s authority, responsibility, obligations and consent rights may be exercised in its sole discretion and to the maximum extent permitted by applicable law, and the Administration’s exercise of its sole discretion will not be subject to any requirement of reasonableness, good faith or fair dealing, except as otherwise explicitly stated in the relevant provision of these Rules. Whenever these Rules provide that the Administration shall use commercially reasonable efforts, the Administration shall be entitled to determine, in its sole discretion, the commercially reasonable efforts it deems applicable and appropriate. The Administration reserves the right to exercise necessary authority, without limitation, to protect the interests of the Call of Duty® video game franchise, including without limitation Call of Duty: Mobile (collectively, “**Franchise**”), any person or entity who is associated with Franchise or Administration to provide products or services for the Tournament, any authorized person or entity to create and/or publish media for any reason at any time during the Tournament (“**Press**”), and any person who is present at an event related to the Tournament (“**Attendee**”). All decisions made by Administration are final.

2. PLAYERS

2.1 Eligibility. To be able to compete as a “Player” in the Tournament you must:

- 2.1.1 be over the age of eighteen (18) prior to participating in the applicable Tournament;
- 2.1.2 reside and compete in the region associated with their Player Account. Regional eligibility is as follows (such regions, “**Eligible Jurisdictions**”):
 - North America:** United States, Canada, Dominican Republic, Puerto Rico, Jamaica
 - Europe:** Albania, Austria, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom
- 2.1.3 be in good standing with respect to any Call of Duty: Mobile Account, Activision and GameBattles (“**Player Accounts**”), with no undisclosed violations of Activision’s End User License Agreement;
- 2.1.4 not be a director, officer, or employee of Activision, relative of an Activision employee, or any entity which controls, is controlled by, or is under common control with Activision unless Activision has been notified of and has expressly authorized such relationship in writing;
- 2.1.5 not be on the Roster of more than one Team at the same time;
- 2.1.6 agree to be bound by these Rules, Activision’s End User License Agreement, and the decisions of Activision and the Administration;
- 2.1.7 if applicable, be invited by the Administration;

- 2.1.8 if applicable, meet certain qualification requirements set forth in these Rules any other Tournament-related rules, including leaderboard rankings or other similar requirements; and

2.2 **Compliance with Applicable Laws.** Players shall only participate in a Tournament so long as their participation does not violate applicable local laws and/or the federal, state and local laws of the United States, including any such laws applicable to jurisdictions outside the United States. Players are responsible for ensuring that their participation in the Tournament complies with all laws of the jurisdiction(s) in which they are a resident, and Players must take all steps necessary to ensure such compliance. Notwithstanding anything to the contrary contained herein or any specific Tournament rules, Administration shall have the right in its sole and absolute discretion to determine the eligibility of any and all participants. Each Player acknowledges and agrees that such Player's eligibility status as determined by Administration may change at any time and such determination shall be final.

2.3 **Player names.** Players must use an acceptable name in the Tournament. If a Player does not use such Player's legal name, Administration reserves the right to restrict or change a Player's tag, handle, or other name in its sole discretion. Administration reserves the right to revoke the eligibility of any Player whose tag, handle, COD Mobile username or Activision ID is offensive, toxic, incorporates any Activision or third party intellectual property, or is deemed to be inappropriate or unacceptable by Administration, to be determined in the sole discretion of the Administration. Player names shall not include, without limitation:

- 2.3.1 the name, word mark, service mark, moniker, symbol or other identifier relating to any third party intellectual property, including sponsors, commercial products, or Call of Duty League or Call of Duty Challengers teams, except as may be expressly permitted by the Administration; and

- 2.3.2 any name in violation of [Section 7](#) (Behavior).

3. TEAMS

3.1 **Team License.** Each Team Owner will receive a license to operate a Team for the duration of the CODM Masters season (a "**Team License**"), subject to the Team and Team Owner's compliance with these Official Rules. Renewal of the Team License for future CODM Masters seasons is at Activision's sole discretion. Each Team Owner may hold only one Team License globally. Each Team Owner must agree in writing to be bound by these Official Rules.

3.2 **Roster Requirements.** For a Team to be fully registered and eligible to compete in The Tournament, they must complete the following:

- 3.2.1 Have five (5) players who have accepted these Rules and agreed to be on the Team. Players cannot be a member of more than one (1) Team at any time.

- 3.2.2 All five (5) have met the eligibility requirements above and have entered their Activision accounts into any required fields.

- 3.2.3 For the CODMM Open Qualifier any member of the Team has checked the team into the tournament within 12 hours of tournament start time using the GameBattles check-in

feature found on the tournament web page. For the avoidance of doubt, Teams who do not check-in for a tournament will not be placed into the bracket and will be unable to participate in that tournament.

3.3 Roster Lock Timing.

3.3.1 **CODMM Open Qualifier:** Once tournament registration for the CODMM Open Qualifier is closed, no more roster changes can be made. Teams that qualify for CODM Masters through the CODMM Open Qualifier must compete with the same five (5) Players throughout the duration of CODM Masters and CODM Masters Finals.

3.3.2 **CODM Masters Invited Teams:** All invited Teams must have their complete five (5) player roster submitted and approved by the Administration by 6:00 PM PT on May 26, 2021 or such other date established by the Administration in its sole discretion. All invited Teams must compete with the same five (5) Players throughout the duration of CODM Masters and CODM Masters Finals. One (1) additional substitute Player may be utilized throughout the duration of CODM Masters and CODM Masters Finals.

3.3.3 **Substitutes.** Following the completion of the CODMM Open Qualifier, Teams are allowed to have a roster of six (6) total Players (five (5) starters and one (1) substitute). All Teams must have their one (1) substitute Player submitted and approved by the Administration by 6:00 PM PT on July 15th, 2021 or such other date established by the Administration in its sole discretion. Team's may adjust the lineup of their starting roster between each Match in CODM Masters. Teams may not make changes to their starting line up during a Match at any point during the Tournament.

3.3.4 **Player Replacement Policy.** In the event that a Team is unable to meet the roster requirements of five (5) eligible Players for CODM Masters or CODM Masters Finals due to extenuating circumstances, Teams may request the Administration in writing to field a replacement player (a "**Replacement Player**"). At Administration's sole discretion, the Team will be allowed to field one (1) Replacement Player only using the following criteria:

3.2.2.1 Teams must identify a Replacement Player within 48 hours of the Administration approving the request.

3.2.2.2 Replacement Player must accept these Rules.

3.4 **Team Content.** The Team Leader (as defined below), may change the Team name, blast message and logos. The images and information submitted must comply with these Rules and the Terms of Service. Attempting to bypass an automatic censor by misspelling, inserting spaces or symbols, transposing letters, using look-alike symbols, or any other method is prohibited. Teams that attempt to bypass the censor will be subject to disciplinary action pursuant to Section 9.

3.5 **Roster Roles.** Each Team is comprised of the following roles, each with varying levels of responsibility:

Team Leader:

- Register Team on GameBattles and Edit Team Content (i.e. Team name, description, hero and logo image)
- Disband Team
- Invite and remove Players
- Invite opposing Team to private match lobby or accept invite from opposing Team
- If owner of match lobby, responsible for implementing official Competitive Settings for the match such as correct Map and Game Mode.
<https://www.callofduty.com/mobile/esports-settings>
- Report match results and match issues
- Play in matches

Team Member:

- Play in matches

3.6 Team Branding

- 3.6.1 Administration reserves the right to require any Team to change its name at any time, and such affected Teams will be required to submit and play under another approved name.
- 3.6.2 Each Team that opts to have a Team name and/or logo must have an original name and logo and consistent team colors (the “**Team Branding**”). By agreeing to these Rules, the Team represents and warrants that the Team Owner owns or has obtained all the necessary rights, licenses and permissions to use the Team Branding in connection with the Team and the Tournament and to grant to Activision the licenses set forth in Section 11.
- 3.6.3 Team Branding shall not include, without limitation:
- 3.5.2.1 the name, word mark, service mark, moniker, symbol or other identifier relating to any third party intellectual property, including sponsors, commercial products, or Call of Duty League or Call of Duty Challengers teams, except as may be expressly permitted by the Administration;
 - 3.5.2.2 any city or other geographic designation, except as may be expressly permitted by the Administration; and
 - 3.5.2.3 any elements in violation of Section 7.1 (Behavior).
- 3.6.4 Team Branding changes must be approved by the administration following the commencement of CODMM Open Qualifiers or CODM Masters, whichever occurs first.

4. COMPETITIVE STRUCTURE, GAME RULES AND FORMAT.

- 4.1 **Operating Systems and Devices:** Mobile handset running iOS 9.0 or higher excluding iPhone 5s, iPhone 6, iPhone 6 Plus. Mobile handset running Android 5.1 or higher. Players are prohibited from using Mobile handsets and tablets that are 7” or larger in size.

- 4.2 **Game.** The featured title for the Tournament will be Call of Duty® Mobile(the “**Game**”).
- 4.3 **Equipment.** Players must compete on an eligible handset or tablet and may not use an external device or attachment of any kind that modifies the game’s controls (e.g. Bluetooth controllers, wired controllers, mouse, keyboard etc.) without the express consent of the Administration. Players shall not compete using any desktop emulator. The Administration reserves the right to investigate any Player deemed in violation. Players who are found to be in violation may be disqualified from participating in any future Call of Duty® Mobile tournaments.
- 4.4 **Competition Builds.** Players may be required in the Administration’s sole discretion to play on specific versions of the Game (“Competition Build”) provided by the Administration. Instructions on how to access and other details pertaining to the use of any Competition Build will be provided to Players ahead of each Tournament.
- 4.5 **Tournament Structure.** Each match (“**Match**”) is defined as a best of five (5) game series. The first Team to win three (3) games wins the Match.
- 4.5.1 **CODMM Open Qualifiers.**
- 4.4.1.1 **Double Elimination Bracket.** Teams will compete in a double elimination bracket. Teams who lose two (2) Matches will be eliminated from the tournament. The top Teams will advance to CODM Masters. Tiebreaker matches may be played where applicable between Teams to determine qualification into CODM Masters.
- 4.4.1.2 **Online Bracket Sizes.** The maximum bracket size of the CODMM Open Qualifier is 128 Teams. Bracket sizes are determined by the number of registered participants for each Tournament. If checked in Teams surpasses maximum bracket size, Teams will be seeded into the competition by team creation time (i.e. first come first serve by competition registration). For all online tournaments, a schedule will be separately provided prior to each event.
- 4.4.1.3 **Qualification.** The number of Teams that will advance from the CODMM Open Qualifiers to the CODM Masters will be determined by the difference of the total number of invited Teams from the sixteen (16) CODM Masters Team slots available, of which such determination shall be made by the Administration in its sole discretion.
- 4.5.2 **CODM Masters and CODM Masters Finals.**
- 4.4.1.1 **Swiss Bracket.** A total of sixteen (16) teams will compete in the CODM Masters swiss-style bracket where each Team will play a total of five (5) matches over the course of five (5) weeks. The top 8 teams will advance to CODM Masters Finals.
- 4.4.1.2 **CODM Masters Finals.** A total of eight (8) teams will compete in a double elimination bracket where the winner will advance to the CODM World Championship 2021 Finals tournament.
- 4.6 **Game Settings.** Game settings will be communicated to Participants in advance of the start of the relevant competitions. The current Call of Duty: Mobile esports competitive settings can be found

here: <https://www.callofduty.com/mobile/esports-settings>. Administration reserves the right to change the modes, game settings and match structure detailed on the Call of Duty: Mobile Esports Settings page at its discretion. Changes to the modes, game settings and match structure shall be provided to Players prior to the next Tournament event. Failure to comply with Game Settings may result in forfeiture of that Game and/or Tournament disqualification. All players are encouraged to record all matches played in order to have evidence to provide to an Administrator if their opponent is accused of using any item prohibited under applicable Game Settings rules.

4.7 Schedule.

4.4.1.1 **CODMM Open Qualifier:** May 29th & 30th, 2021. 1:00 PM EST (NA) & 11:00 AM BST (EU)

4.4.1.2 **CODM Masters (NA & EU):** Exact match start times will be provided ahead of the competition by the Administration.

- Week 1: June 14, 2021
- Week 2: June 21, 2021
- Week 2: June 28, 2021
- Week 4: July 5, 2021
- Week 5: July 12, 2021

4.4.1.3 **CODM Masters Finals:** July 17th, 2021 & July 18th, 2021. Exact match start times will be provided ahead of the competition by the Administration.

4.8 Prizing. Prizing details for each Tournament will be provided to Teams ahead of each Tournament. For the avoidance of doubt, no additional compensation shall be awarded for participation in the Tournament. Prizing shall be awarded to the top 8 performing Teams based upon placement.

4.8.1 **CODM Masters Finals.** A total aggregate amount equal to Fifty Thousand U.S. Dollars (\$50,000) may be awarded to Teams based on the results of the CODM Masters Finals Tournaments in each of North America and Europe. Subject to Section 8 of these Rules, Teams will be awarded prizing based on the distribution below:

CODM Masters Finals Prizing				
North America		Europe		
Team Placement	Payout		Team Placement	Payout
1st	\$25,000		1st	\$25,000
2nd	\$10,000		2nd	\$10,000
3rd	\$6,500		3rd	\$6,500
4th	\$3,500		4th	\$3,500
5th	\$1,500		5th	\$1,500

6th	\$1,500	6th	\$1,500
7th	\$1,000	7th	\$1,000
8th	\$1,000	8th	\$1,000
Total	\$50,000	Total	\$50,000

5. Online Tournament Rules & Match Reporting

- 5.1 **Delays.** Teams may not delay the start of a Game or Match beyond its scheduled start time, without the approval of an Administration official.
- 5.2 **Lag.** In the event that lag occurs, the Game should be completed. Player(s) that are experiencing lag should take video proof, and provide it to tournament live support after the Game has concluded. If lag is occurring, it is recommended that multiple Players provide proof of the lag. Leaving the game prematurely may result in a forfeit of the round or Game.
- 5.3 **Disconnections.** If a Player disconnects within the first thirty (30) seconds and/or before the first kill, the game should be ended. All players must leave the game and restart the Game. If a player disconnects after the first thirty seconds (30) and/or the first kill, the Game must be continued and the disconnected Player should rejoin the Game. If the team with the disconnected Player leaves the lobby, their team may forfeit the round/Game in question. The Administration reserves the right to make the final decision in any disconnect situations.
- 5.4 **Normal Boundaries.** Players who move their character outside of the normal boundaries of a map will forfeit the Game. 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 a Players' character registers shots on an opponent who is not able to register shots on the Players' character.
- 5.5 **Team Killing.** Deliberate and repeated team-killing or committing suicide on purpose to gain an advantage will result in a forfeit of the Game. If a team is accused of violating this rule, the accuser must provide valid video proof. Complete the Match and then report the outcome.
- 5.6 **Team Switching.** Team changing in-game is not allowed. If a Player joins the wrong team upon launch, the Game will be restarted. Abuse of this rule may result in a forfeit of the Game. If a Player changes teams after the first kill, the offending team will forfeit the Game.
- 5.7 **Game Altering Bugs.** Bugs are defined as errors, flaws, or failures that produce an incorrect, unexpected, or unintended result during the course of gameplay. For the purposes of procedure in regards to the occurrence of Bugs during live gameplay, and at the discretion of the Administration, Bugs are separated into two categories.
- 5.7.1 **Minor Bug.** At the discretion of the Administration, a Minor Bug is one that does not significantly alter the outcome of a Game and is, at worst, considered an inconvenience to Players. The

occurrence of a Minor Bug would not result in the replay or remake of any Game and Players should be instructed to play through the Bug.

5.7.2 **Major Bug.** At the discretion of the Administration, a Major Bug is one that critically or significantly alters the outcome of a Game and severely hinders the performance of Teams and/or Players. The occurrence of a Major Bug would result in a restart as set forth in Section 5.10.

5.8 **Game Restarts.** In the event of a Major Bug, the Administration may restart the Game at its discretion. In general, the Administration will restart the Game with the same round score before the incident.

5.9 **Ties.** In the case of a tie, the Game will be replayed before moving onto the next Game in the match.

5.10 **Draws.** In the event of a Draw on any round, neither team will receive a point and an additional round(s) will be played until a winner is determined.

5.11 **Win Conditions.** The final score on the scoreboard for each round will be the primary determining factor in which team wins or loses. For the avoidance of doubt, the scoreboard will take precedent over any in-Game victory, defeat or draw messages in determining the winner of each round.

5.12 **Proof.** It is highly recommended that proof is taken with the phone's built in recording system to gather proof. At least one member of each team should take a video or screenshot(s) of each Game's results in case proof is needed for a dispute. All proof should be clearly visible and contain the Game score, all Players on both teams, and a time stamp.

5.13 **No Shows.** All no shows must be verified by an Administration official. The no show grace period time is five (5) minutes after the match's original start time. For example, if a match is scheduled for 10:00 PM, the no show time for this match would be 10:05 PM. In order to contact an Administration official use Live Support. If an Administration official isn't available, a ticket must be submitted immediately. The ticket must include proof that their opponent did not show. To dispute a Match, select "I'm reporting: my opponent did not show" under "report problem" on the Match page.

5.14 **Time Limit.** Both teams must report the Match results within ten (10) minutes of its completion. Failure to report the match results on time or respond to any messages that a Player receives from a tournament official may result in their Team receiving the loss.

5.15 **Match Score.** Players must report their Match score results on their match page.

5.16 **Concessions.** Teams may request that they be allowed to concede victory of a Game or Match. Teams may request that their opponent not receive a forfeit penalty. An Administration official must be contacted with these requests. In order to contact an Administration official use Live Support.

5.17 **Dispute Evidence.** In the event of a dispute, please provide video / screenshot proof to live support. If a Player is not able to access live support, a Match: Scores Dispute ticket should be created. The URL for the image(s)/video must be attached to a dispute ticket. The issue must be

clearly stated as well as the time in the video in which the issue occurred, and/or what the Administration official should be looking for in the picture/video.

- 5.18 **Disqualification.** In the event that a Team is disqualified from a tournament, the Administration will either (i) give the opposing Team a bye in the bracket or (ii) replace the disqualified Team with the next eligible team (a “**Replacement Team**”) at the Administration’s sole discretion.

6. SPONSORSHIP RESTRICTIONS

- 6.1 Teams and Players may acquire individual sponsorships. Teams and Players may not engage in joint negotiations or otherwise cooperate or coordinate with one another in the marketing or negotiation of sponsorships. Administration reserves the right to restrict sponsor involvement in Tournament activities, including requiring participants to cover or replace articles of clothing that display sponsor assets not in compliance with this Section 6, and all sponsorships used in connection with Tournament activities are subject to approval. Teams and Players may inquire as to whether a sponsor is permissible by contacting Administration at codmobilemasters@activision.com.
- 6.2 Teams and Players are prohibited from using any Call of Duty League or Tournament live or on-demand stream; Call of Duty League or Tournament match highlights, game clips, or other footage; Franchise game images, game-related logos, artwork, animations; or other protected intellectual property owned or controlled by Activision or its affiliates (collectively, “**Game Materials**”) in connection with any third party sponsorships, advertising, promotions, or marketing.
- 6.3 The Administration reserves the right to have Tournament-wide exclusive sponsorships on a global basis or specific to a region or territory. The Administration may designate certain product or service categories as “reserved” whereby Teams and Players will not be permitted to feature sponsorships in such “reserved” categories in connection with their participation in the Tournament without prior written approval from the Administration. The categories of goods and services set forth below are reserved for Activision and the Administration for the Tournament. For each of the categories, the description of items that are included and specific brand examples are non-exhaustive. If a Team or Player has questions regarding the scope of a given category the Team or Player should contact Administration before entering into a potentially conflicting agreement.
- 6.3.1 **Video game platforms.** This category includes gaming consoles such as Sony PlayStation and Microsoft Xbox as well as PC-based gaming platforms such as HP Omen and Alienware Steam Machine and other dedicated video game platforms
- 6.3.2 **Mobile Devices.** This category includes brands such as Apple, Samsung, & Google Pixel.
- 6.3.3 **Carriers/Telecom.** This category includes AT&T, T-Mobile, Verizon and other wireless carriers.
- 6.3.4 **Cryptocurrency wallets and cryptocurrency exchanges.**

6.4 The following sponsor categories will not be allowed to be featured, displayed, or otherwise promoted by any Participant in connection with the Tournament:

- 6.4.1 Any person or entity that offers products or services that Activision determines are detrimental to the business of Activision or any of its affiliates (including without limitation the Franchise, Call of Duty: Mobile or the Tournament) or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.
- 6.4.2 Non-Activision Blizzard video games;
- 6.4.3 Account selling, sharing or trading websites
- 6.4.4 Alcoholic beverages
- 6.4.5 Drugs (whether legal or illegal) and any products used to consume drugs
- 6.4.6 Tobacco and vaping products
- 6.4.7 Pornography, sexual or adult oriented products or services
- 6.4.8 Gambling (whether legal or illegal)
- 6.4.9 Firearms / weapons, or related products or services
- 6.4.10 Political candidates or ballot initiatives

7. CONDUCT AND PENALTIES.

7.1 Behavior

- 7.1.1 All Participants must at all times observe the highest standards of personal integrity and good sportsmanship and act in a manner consistent with the best interests of the Tournament, in each case as determined by Administration. Participants are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, the Tournament, and members of the Administration, the media, sponsors and fans.
- 7.1.2 Participants may not use obscene or offensive gestures or profanity in their tags, player handles, Team Branding, game chat, live play communications, lobby chat, shoulder content, interviews, or other public-facing communications of any kind. This rule applies to English and all other languages and includes abbreviations and/or obscure references.
- 7.1.3 Participants are expected to settle their differences in a respectful manner and without resort to violence, threats, or intimidation (physical or non-physical). Violence is never permitted at any time or place, or against any person including competitors, fans, referees and officials.

- 7.1.4 The obligation to behave in a professional and sportsmanlike manner includes an obligation on the part of Participants to arrive on time and ready to compete for all Games, Matches and tournaments in the Tournament Schedule. It also prohibits forfeiting a Game or Match without reasonable cause.
- 7.1.5 The Tournament is a place for players from around the world, from different cultures, and from different backgrounds, to come together to compete and share their passion for our game. Participants in our competitions should be focused on bringing the world together through epic entertainment, celebrating our game, players, and fans, and building diverse and inclusive communities. Participants, Team Managers, and Owners must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official the Tournament and Team events (including without limitation any Match) or on any official the Tournament or Team channels (e.g., Match broadcasts, the Tournament or Team shows, and official the Tournament and Team-branded websites and social media channels). In accordance with Section 3.6, throughout the period on match day that a Participant, Team manager, or owner is visible to the Tournament's and/or Team's live and camera audience(s), they may not wear, display or otherwise convey personal messages without express approval from the Administration, which approval shall not be granted for political messages.

7.2 Cheating and Game Integrity.

- 7.2.1 Participants must compete to the best of their skill and ability at all times. Any form of cheating by any Participants will not be tolerated. All Participants are prohibited from influencing or manipulating any Game Match (whether a Tournament match or otherwise) with the intent that any aspect of the match is determined by anything other than the competitive merits. Examples of cheating or behavior impacting game integrity are not exhaustive, and include without limitation:
 - 7.2.2 Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any Game, Match or tournament (or any components thereof);
 - 7.2.3 Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;
 - 7.2.4 Allowing an individual who is not the registered owner of a Player Account to play on that Player Account in a game and/or playing in a Game while logged in to a Player Account registered to someone else;
 - 7.2.5 Bot use, spot timing (e.g., not throwing the Game, just timing a shot so bettors win), wintrading, drophacking, queue sniping and soft play on the ladder, ghosting (i.e., a Game spectator illegally provides information about an opponent's positions and/or movements), inducing another Participant to lose a match, and receiving leaked scrim footage and/or confidential or proprietary information of another Team;
 - 7.2.6 Misuse or hacking of game servers;
 - 7.2.7 Use of unauthorized or restricted items (as applicable);

- 7.2.8 Violent, threatening or harassing behavior in any Franchise or Tournament setting, (offline and online), including Team housing;
- 7.2.9 Inappropriate use of Tournament equipment; and
- 7.2.10 Any other actions or conduct that threatens to undermine the integrity of the Tournament and its Teams.
- 7.2.11 Participants must at all times follow the Activision End User License Agreement, whether during a Tournament match or otherwise. Participants are prohibited from violating the Activision End User License Agreement for personal or reputational gain, monetary gain, or for any other reason. Participants are not permitted to access the accounts of other individuals in order to artificially raise their competitive rank or any other actions that violate the above software license agreement. Violations of this Section 7.3, whether during the course of the Tournament, during the Tournament off-season, or prior to such Participant's entrance into the Tournament may result in discipline to be determined in the discretion of Administration.

7.3 Illegal and/or Detrimental Conduct.

- 7.3.1 Participants are required to comply with all applicable laws at all times.
- 7.3.2 A Participant may not engage in any activity or practice which (i) brings him or her into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from his or her public image, or (ii) is, or could reasonably be expected to be, detrimental to the image or reputation of, or result in public criticism of or reflect badly on, Activision, Tournament Administration, or any of their respective Representatives, the Tournament, the other Teams or their respective sponsors or members, the Franchise or any other product or service of the Activision. For the avoidance of doubt, Participant affiliation with individuals, entities or brands that are detrimental to the image or reputation of Activision, Administration, or any of their respective representatives, the Tournament, the other Teams or their respective sponsors or members, the Franchise or any other product or service of Activision, as determined by Administration, will be deemed as a violation of this provision and these Rules. In addition, Players, Team managers and owners may not encourage members of the public to engage in any activities that are prohibited by this [Section 7.2.11](#). A non-exhaustive list of such types of misconduct are as follows:
 - 7.4.2.1 Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;
 - 7.4.2.2 Sexual assault and other types of sexual offenses;
 - 7.4.2.3 Illegal possession or distribution of a weapon;
 - 7.4.2.4 Possession, use or distribution of performance-enhancing substances;
 - 7.4.2.5 Conduct that poses a danger to the safety of another person;

7.4.2.6 Animal cruelty;

7.4.2.7 Theft and other property crimes; and

7.4.2.8 Crimes involving dishonesty.

7.3.3 Each Participant acknowledges that Administration and the Teams may have an obligation under applicable law to report illegal activities to local law enforcement authorities or respond to formal inquiries from law enforcement or judicial authorities in jurisdictions where suspected violations of law have taken place.

7.4 Anti-Harassment.

7.4.1 Administration is committed to providing a competitive environment that is free of harassment and discrimination.

7.4.2 In furtherance of this commitment, Participants are prohibited from engaging in any form of harassment or discrimination (either in-game or outside the game), including without limitation that which is based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic.

7.5 Gambling.

7.5.1 Gambling on the outcome of Franchise games, matches or tournaments (including any components thereof) can pose a serious threat to the integrity of, and public confidence in the Tournament. Participants as well as employees of Administration or Activision are not allowed to (i) place, or attempt to place, bets on any games, Matches or tournaments (or any components thereof) involving the Franchise, (ii) associate with high volume gamblers, or deliver information to others that might influence their bets, or (iii) offer or accept any gift or reward to or from anyone for services promised, rendered, or to be rendered in connection with any Franchise match, including services related to defeating or attempting to defeat a competing Team or services designed to throw, fix or otherwise influence the outcome of any Franchise, Game or Match, the Tournament event or otherwise.

7.5.2 This rule also prohibits Participants from participating in anyone else's betting activities, asking anyone to place bets involving the Franchise (including without limitation the Tournament games, Matches or any components thereof) on a Participant's behalf, or encouraging anyone else to bet involving the Franchise (including without limitation Tournament games, Matches or any components thereof).

7.5.3 Participants likewise are prohibited from engaging in any fantasy esports leagues or games involving the Franchise in which the participant pays any form of entry fee in exchange for an opportunity to win a cash prize or other thing of value.

7.6 Alcohol and Drugs.

7.6.1 The use, possession, distribution or sale of illegal drugs is strictly prohibited. Participants are prohibited from being under the influence of any substance of abuse, including

alcohol or marijuana, while the Participant is engaged in the Tournament events or on premises that are owned by or leased to the Team or Administration.

- 7.6.2 The unauthorized use, possession, distribution or sale of prescription drugs by a Participant is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a Game, Match or the Tournament.

7.7 Non-Disparagement.

- 7.7.1 Participants have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that Participants may not make public statements that call into question the integrity or competence of match referees or Administration.
- 7.7.2 Participants may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning Activision, the Administration, any of their respective representatives, the Tournament, the other teams or their respective sponsors or members, the Franchise or any other product or service of the Activision or its affiliates. In addition, Participants may not encourage members of the public to engage in any activities that are prohibited by this Section 7.8.
- 7.7.3 This Section 7.8 does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

7.8 Software and Hardware.

- 7.8.1 Without limitation of Section 7.2.5, any intentional use, or attempted use, by a Participant of any bugs or exploits in the Franchise is strictly prohibited. Administration will determine, in its sole discretion, the bugs and exploits prohibited by this rule and whether a Participant has taken advantage of a bug or exploit in violation of this rule.
- 7.8.2 Participants are not allowed to use any mobile or external communication equipment during a match, including mobile phones.

7.9 Confidentiality.

- 7.9.1 Participants must keep confidential and not disclose to any third party confidential and proprietary information concerning the Franchise, the Tournament, the Administration, Activision or its affiliates and sponsors.
- 7.9.2 This Section 7.9 does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order

7.10 Reporting.

7.10.1 Upon becoming aware of any conduct prohibited by this Section 7, Participants are required to immediately report the details to Tournament Administration at codmobilemasters@activision.com. Failure to comply with this requirement is an independent violation of these Rules.

8. PRIZE AWARDS

8.1 **Distribution of Prize Awards.** The awarding of prizes is void where prohibited or restricted. Subject to these Rules, Team prizes will be awarded equally to each of the Players on a winning Team (including any Replacement Players on the Roster). Notwithstanding the forgoing, a player may request that the Administration pay a prize award to that Player's contracted team organization, provided that Administration receives a signed prize payment transfer document from the Player (Administration will provide such document upon request). Administration reserves the right to refuse prize payments to any team organization in its sole discretion. Potential Winners ("Potential Winners") are limited to one prize package per Tournament. Prizes are non-transferable and not exchangeable for any other prize. In the case of unavailability of a prize, the Administration reserves the right, in its sole discretion, to substitute a prize of equal or greater value. All cash prizes will be paid in US Dollars (unless the Administration permits an alternate method of payment). Potential Winners who are eligible for the award of a prize assume all liability for the use of the prize.

8.2 **Requirements to Collect a Prize Award.** Potential Winners must comply with these Rules and winning is contingent upon fulfilling all requirements. Potential Winners shall have no right to any prize unless the conditions set forth in these and any other applicable rules are satisfied. Potential Winners will be notified after the end of an applicable Tournament. Each Potential Winner is required to follow the instructions in the notification. In order to be eligible to claim a prize, each Potential Winner of a prize will be required to fill out and sign, within the prescribed period of time in the notification, an affidavit of eligibility and liability/publicity release form, as well as all applicable governmental and tax forms required to receive a prize, including an IRS form W-8 or W-9 and any other forms required. Winners who accepted prizing in the form of US Dollars and who are residents of the U.S. will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. Additional paperwork that Administration requests, including waivers and releases, must be submitted to Administration before Administration will provide the Potential Winner with any prize. Following Administration's verification of eligibility and compliance with the terms of these Rules, the Potential Winner will be declared the winner of the prize. Prizes will be fulfilled approximately 8 – 10 weeks after conclusion of the event and receipt of all necessary documentation. If a Potential Winner cannot be contacted, does not respond, or fails to sign and return the required documentation within fourteen (14) days of the first notification attempt, the Potential Winner forfeits his or her eligibility to claim a prize.

8.3 **Costs Associated with Collecting a Prize Award.** Participants are responsible for any and all costs and expenses associated with their prize that are not specifically set forth herein. National, state and local taxes, including VAT taxes, which are associated with the receipt or use of any prizes are the sole responsibility of the Participant. For some non-U.S. Participants, 30% of the prize value will be withheld and remitted to the IRS to comply with U.S. tax laws.

9 DISCIPLINARY ACTION

- 9.1 **Investigation of and Right to Monitor Compliance.** To preserve the integrity of the Tournament, Administration will have the right to monitor compliance with these Rules, investigate possible breaches of these Rules and impose sanctions for violations. Participants agree to cooperate fully with Administration in any such investigation. The failure by a Participant to cooperate fully with any internal or external investigation conducted by Administration or its designee relating to a violation of these Rules is itself a violation of these Rules, including without limitation being untruthful or withholding, tampering with or destroying evidence.
- 9.2 **Subjection to Penalty.** Any violation of the Rules by one or more members of a Team or by a Team Owner will be subject to penalty. The nature and extent of penalties imposed will be determined by Administration. All decisions of Administration regarding rules violations or other issues regarding the Tournament, are final.
- 9.3 **Penalties.** Penalties for rule violations will be assessed by Administration. These penalties will vary in range in direct relation to the severity of the offense and the number of offenses committed previously by the same team. The following is a non-exhaustive list of penalties that may be enforced at the discretion of the Administration:

Verbal Warning(s)

Written Warning(s)

Suspension(s)

Loss of Side Selection for Current or Future Game(s)

Ban for Current or Future matches and events

Prize Forfeiture(s)

Game Forfeiture(s)

Match Forfeiture(s)

Tournament Disqualification

Termination of Team License

10 LIMITATIONS OF LIABILITY AND GENERAL RELEASE

- 10.1 As a condition to being allowed to participate in the Tournament and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless Activision and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives (the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in the

Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. In no event shall Participants have, and Participants hereby irrevocably waive, any right to sue the Released Parties or to seek or obtain injunctive or other equitable relief in connection with the Tournament or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the Tournament.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY PARTICIPANT AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. 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.”

10.2 IN NO EVENT WILL ACTIVISION OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE RULES TO ANY PARTICIPANT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, AND/OR DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE ADMINISTRATION, ACTIVISION OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 To the fullest extent permitted by applicable law, each Participant acknowledges that Participant is aware of the risks, dangers and hazards associated with esports competitions and Participant freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.

10.4 Participants acknowledge and agree that Activision are not insurers of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

11 GRANT OF RIGHTS

11.1 By agreeing to these Rules and participating in the Tournament, each Participant hereby grants to Activision and its parents, subsidiaries and affiliates a perpetual, royalty-free, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store and otherwise use the Participant's name, logos, trade or service marks, copyrighted material, nickname, Activision ID, (or replacement tags), logo, initials, likeness, image,

photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, backstory and any streams of the Call of Duty Franchise or streams of any other Activision Blizzard, Inc. video game in which the Participant participates (“**Participant Materials**”), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Tournament event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of the Tournament and the Franchise in general; (c) (i) the exploitation of media rights, (ii) the creation and sale of in-game or digital merchandise, and (iii) any group licensing or other agreements with third parties that are negotiated by Activision; and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Activision. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the “**Licensed Materials**.”.

11.2 **Advertising and Commercial Materials.** The grant of rights and licenses in Section 11.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Activision (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Activision’s (or its sublicensees’): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Activision (or its sublicensees) for the Tournament or the Franchise from time to time (the foregoing, the “**Advertising and Commercial Materials**”).

11.3 **Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**

11.3.1 As between each Participant and Activision, each Participant is the sole owner of Participant Materials, except that Activision is the sole owner of all Activision Accounts, game play data and statistics and any intellectual property of Activision included in streams of the Franchise or other Activision Blizzard video games.

11.3.2 As between each Participant and Activision, Activision will be the sole owner of all of the following (collectively, the “**Tournament Materials**”):

11.3.2.1 Tournament Materials and Advertising and Commercial Materials (but not Participant Materials that are incorporated into or used in the Tournament Materials or Advertising and Commercial Materials);

11.3.2.2 All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Activision and that incorporate or make

use of all or any part of Participant Materials (but not Participant Materials that are incorporated or used therein and licensed hereunder);

11.3.2.3 Suggestions, comments and other feedback that a Participant may provide to Activision relating in any way to (a) the Tournament, the Franchise or the business of Activision, and (b) all improvements or enhancements to the Tournament, the Franchise, or the business of Activision resulting from any such suggestions, comments and feedback;

11.3.2.4 Data and statistics relating to a Participant's play of the Franchise, and all feeds and data streams of such data and statistics; and

11.3.2.5 Intellectual property rights in each of the foregoing existing anywhere in the world.

11.3.3 **Participant Representations and Warranties.** Participant is solely responsible for the Participant Materials. Participant represents and warrants: (a) Participant is the author or creator of, or owns all right, title and interest in and to, the Participant Materials or otherwise has sufficient power and authority to grant the rights granted herein, including pursuant to Sections 11.1 and 11.2; and (b) the Participant Materials do not and will not (i) defame any other person or (ii) infringe, violate, dilute, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right of any kind or nature relating thereto recognized by United States law and applicable foreign and international laws, treaties and conventions. The Administration reserves all rights and remedies against any Participant who breaches this Section 11.

11.4 **Works for Hire; Assignment.**

11.4.1 If a Participant at any time creates, develops or invents any Tournament Materials, the parties acknowledge and agree that all copyrightable Tournament Materials, and all elements, portions and derivative works thereof, shall be created for Activision as "works made for hire" and that all copyrights in and to such Tournament Materials, and in all elements, portions and derivative works thereof, shall vest automatically in, and belong to, Activision. If, however, by operation of law or otherwise, such Tournament Materials or any element, portion and derivative works thereof are not deemed a "work made for hire" or for any reason do not automatically vest in Activision and/or if there are any patents, trademarks, know-how or other intellectual property rights in the works that do not automatically accrue to Activision under the preceding sentence, the Participant hereby assigns (and agrees at the time of creation to assign) to Activision and/or its designee, in each case for no additional consideration, by way of present assignment of future copyright and other intellectual property rights, all worldwide rights, title and interest, including all copyright and other patent, trademark and other intellectual property rights worldwide, in and to all Tournament Materials (and in all elements, portions and derivative works thereof) and agrees to take, at the expense of Activision or its designees, any and all such other actions reasonably deemed appropriate by Activision or its designee in furtherance of such assignment, including, without limitation, the

execution and delivery to Activision or its designee of any further instruments of assignment reasonably requested by Activision or its designee.

11.4.2 Waivers. By agreeing to these Rules, each Participant hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Licensed Materials or Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which he/she is or may become entitled under applicable law in relation to the Licensed Materials, Advertising and Commercial Materials, or to his/her participation in the Tournament or Activision events. Nothing in these Rules requires Activision to make use of any of the rights or licenses granted herein.

11.5 Collection of Personal Data. Major League Gaming (“MLG”) will collect, store and use information collected in connection with the Tournament and Tournament events (including information collected at live events) in accordance with MLG’s online privacy policy (the “**MLG Online Privacy Policy**”) for the applicable region below. By accepting these Rules, each Participant also agrees to the terms of the MLG Online Privacy Policy at https://accounts.majorleaguegaming.com/privacy_policy.

12 RESOLUTION OF DISPUTES

12.1 Disputes Regarding League Rules. Activision has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1 through 11 of these Rules (“**Rules Dispute**”).

12.2 Binding Arbitration for Arbitration Disputes. Any dispute, claim or controversy that Activision may have against a Participant or that a Participant might have against Activision, and any dispute, claim or controversy arising out of or relating to the Tournament or these Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Activision’s final, binding authority (whether under Section 12.1 or under separate written agreements entered into with Activision or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Activision (“**Arbitration Dispute**”) will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section 12.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Activision from seeking and obtaining from any court of competent jurisdiction (without the need for Activision to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Rules. Except as otherwise provided by these Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own

attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

12.3 Class Action and PAGA Waivers.

12.3.1 By agreeing to these Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Activision and the Participant individually.

12.3.2 By agreeing to these Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Activision; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"), separately addressed in Section 12.3.3 below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Activision agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of Section 12.3.1 and this Section 12.3.2 are referred to as the "**Class Action Waiver**".

12.3.3 By agreeing to these Rules, each Participant acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the Participant will not have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the Participant or the Administration agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this Section 12.3.3 are referred to as the "**PAGA Waiver**".

12.3.4 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or non-PAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within Los Angeles, California, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

12.3.5 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii) severance of the unenforceable provision will have no impact whatsoever on the arbitration of any remaining claims on an individual basis pursuant to Section 12.3 of this agreement; and (3) any PAGA representative or private attorney general action must be litigated in a civil court of a competent jurisdiction. To the extent there is any Rules Dispute or Arbitration Dispute to be litigated in a civil court of competent jurisdiction on a PAGA private attorney general or representative action basis because the PAGA Waiver is deemed unenforceable with respect to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

12.4 **Governing Law.**

12.4.1 All Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the United States of America and the law of the State of New York, without regard to choice of law principles, provided that Activision will have the right to disqualify any Participants that are rendered ineligible to participate due to local law. This selection of governing law shall supersede any prior choice of law contained in any prior version of the Rules executed by the Participant.

12.4.2 Participants agree to be bound by these Rules and by the decisions of Activision with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.

12.4.3 In recognition of the Tournament's status as a global league, Activision will endeavor to provide official translations of these Rules. In the event of any conflict between the English version and any translation of these Rules, the English version will control.

12.5 **Changes to this Section.** Administration will provide 60 days' notice of any changes to this Section 12. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.