

SCHEDULE 1

ACTIVISION BLIZZARD ESPORTS STANDARD RULES

Activision Publishing, Inc., Blizzard Entertainment, Inc., and their respective affiliates (collectively, “**Activision Blizzard**”,) have created several premier competition platforms across their library of games (each, a “**Competition**”, collectively, the “**Competitions**”). Activision Blizzard’s Competitions are designed to provide a cohesive global competitive ecosystem that showcases the best amateur players in the world. These official rules, including any updates, amendments or supplements thereto existing from time to time (these “**Standard Rules**” or “**Rules**”) ensure the integrity of all Competitions, protect the image and reputation of each Competition and each Game (as defined herein), and create a consistent and high-quality experience for spectators of Competitions and related events.

These Rules set forth the rules and standards of conduct that will apply as a condition to participation in any and all Competitions, including, among others, player eligibility, prize awards, and player conduct. These Rules also contain limitations of liability, license grants, and other legally binding contractual terms that affect Participant (as defined herein) rights and obligations.

These Rules apply to all Players and Team representatives, including Team owners, managers, and staff, who actively participate in a Competition or any event related to a Competition or plan to participate in any current or future event related to a Competition (collectively, “**Participants**”, and each, a “**Participant**”). Additional rules for each Competition (the “**Tournament Rules**”) will be published on the [applicable Competition website] or otherwise made available to Participants before the applicable Competition. In the event of any conflict between Tournament Rules and the Standard Rules, the Standard Rules shall control except to the extent such Tournament Rules expressly provide they supersede any terms contained in the Standard Rules.

Each Participant is required to read, understand, and agree to these Rules and the applicable Tournament Rules prior to, and as a condition to, participating in a Competition. These Rules, together with the applicable Tournament Rules, form a contract between each Participant, on the one hand, and the applicable Competition administrator engaged in operating the Competition as set forth in the applicable Tournament Rules (the “**Administration**”), on the other hand.

THESE RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN A COMPETITION ARE GOVERNED BY A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 9 AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 7. THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE RULES. 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 Standard Rules or any applicable Tournament Rules may subject a Participant to discipline, including, but not limited to game/match forfeitures, prize forfeitures, and disqualification/removal from current and future Competitions, at the Administration’s sole discretion, as further described herein.

1. ACCEPTANCE OF STANDARD RULES

1.1 Acceptance. Participant must agree to these Rules to participate in any Competition. Participant may accept these Rules by any one of the following methods:

- by signing a Competition Participation Form applicable to the Competition, if any, either in print or digitally;

- by registration or other participant sign-up method, including in connection with the applicable Competition platform, e.g., GameBattles;
- participating in any match that is part of a Competition;
- by creating a Team on the applicable Competition platform (if applicable);
- accepting a match or Team invitation on the applicable Competition platform (if applicable);
- by posting a match on the applicable Competition platform (if applicable); or
- such other method as may be prescribed by applicable Tournament Rules.

1.2 Changes to and Enforcement of these Rules. The field of 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 Blizzard 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 Blizzard and Administration reserve the right to make any decisions on cases not specifically covered by these Rules to preserve the spirit of fair competition and sportsmanship. Each of Activision Blizzard's and Administration's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Activision Blizzard's and Administration's sole discretion. Any material changes to these Rules will be provided to the Participants prior to the next Competition in which the changed Rules will apply. Participation in a Competition will constitute acceptance of the changed rules. Changes to Section 9 will be governed by the provisions in that Section.

1.3 Applicability of these Rules. Each Competition will be subject to these Rules and applicable Tournament Rules. Tournament Rules will be communicated to or otherwise made available to a Participant before the applicable Competition, which Tournament Rules must be accepted by Participant before participating in the Competition. 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 and the Tournament Rules are in addition to the Terms of Service, Privacy Policy, the applicable End User License Agreement (as defined below) and all rules governing the use of player accounts for each respective Game (as defined below) and Competition platform, as applicable. The current versions of the Terms of Service are available at:

- Terms of Service:
 - o Activision Publishing, Inc.: <https://www.activision.com/legal/privacy-policy>
 - o Blizzard Entertainment, Inc.: <https://www.blizzard.com/en-us/legal/>
 - o Major League Gaming Corp.: https://accounts.majorleaguegaming.com/terms_of_service
 - o The Overwatch League, LLC: <https://overwatchleague.com/en-us/legal/terms-of-use>
 - o The Call of Duty League, LLC: <https://callofdutyleague.com/en-us/terms-of-use>

The Privacy Policy applicable to each Competition shall be as set forth in the Competition's Tournament Rules.

1.4 Additional Authority. The Administration reserves the right to exercise necessary authority, without limitation, to protect the interests of each of its video game franchises (each a "**Franchise**") and their respective video game titles (each, a "**Game**"), including the following:

- Call of Duty®
- Overwatch®
- Hearthstone®
- World of Warcraft®
- Warcraft®
- StarCraft®
- Heroes of the Storm®

and such other video game franchises and video game titles published from time to time by Activision Blizzard or its duly authorized licensees.

The Administration reserves the right to exercise necessary authority, without limitation, to protect the interests any person or entity who is associated with a Franchise or the Administration to provide products or services for Competition, any authorized person or entity to create and/or publish media for any reason at any time during a Competition, and any person who is present at an event related to a Competition. All such decisions made by Administration are final.

2. PLAYERS

2.1 Eligibility. To be able to compete as a "**Player**" in the Competition, Participant must:

- 2.1.1 be in good standing with respect to any Activision Blizzard player accounts (including without limitation, any Activision, Battle.net, GameBattles platform or individual game account) (collectively, "**Player Accounts**"), with no undisclosed violations of a Franchise's or Game's Software License and Service Agreement and any other applicable end user license agreement (collectively, the "**End User License Agreement**");
- 2.1.2 meet the age requirements set forth in the applicable Tournament Rules prior to competing in a Competition or joining a Competition Roster;
- 2.1.3 reside and compete in an eligible region set forth in the applicable Tournament Rules;
- 2.1.4 not be a director, officer, or employee of Activision Blizzard, relative of an Activision Blizzard employee, or any entity which controls, is controlled by, or is under common control with Activision Blizzard unless Activision Blizzard has been notified thereof and has expressly waived this Section 2.1.4 in writing;
- 2.1.5 meet all roster requirements as set forth in each applicable Tournament Rules, as applicable;
- 2.1.6 agree to be bound by these Rules, each Franchise's and/or each Game's End User License Agreement, and the decisions of Activision Blizzard and the Administration;
- 2.1.7 hold a valid passport and any necessary visa, or other governmental authorization and registration as may be required for Participant's travel and participation in the Competition;

- 2.1.8 ensure that Participant's participation in a Competition complies with all laws of the jurisdiction in which Participant is a resident, as well as the region Participant is competing, and represent and warrant that Participant will take all steps necessary to ensure such compliance, including as required pursuant to Section 2.2. Participant must also obtain any necessary visa or other governmental authorization and registration required for Participant's participation in a Competition, whether online or in-person (including any travel required to or from any venue for the Competition). The Administration does not take responsibility for Participant's compliance with local laws and visa requirements.
 - 2.1.9 if applicable, be formally invited by the Administration; and
 - 2.1.10 if applicable, meet certain additional eligibility and/or qualification requirements set forth in the Tournament Rules, including leaderboard rankings or other requirements.
 - 2.1.11 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. Players acknowledge and agree that Player eligibility status as determined by Administration may change at any time and such determination shall be final.
- 2.2 Compliance with Applicable Laws. Players shall only participate in a Competition so long as their participation does not violate applicable local laws and/or the federal, state and local laws of the United States and/or the laws applicable to jurisdictions outside the United States. Players are responsible for ensuring that their participation in the Competition complies with all laws of the jurisdiction(s) in which they are a resident and any region in which such Players are competing, and Players shall take all steps necessary to ensure such compliance, including obtaining any necessary visa or other governmental authorization required for your participation in the Competition, whether online or in-person (including any travel required to or from any venue for the tournaments, which shall be the sole responsibility of the Player).
- 2.3 Player Names. In all Competitions, Players must use an acceptable name that complies with this Section. Players may, but are not required to, use their legal name. Administration reserves the right to restrict or change a Player's tag, clan tag, handle, or other name if, in Administration's sole discretion, it deems any tag, clan tag, handle or name to be offensive, toxic or inappropriate. Administration reserves the right to revoke the eligibility of any Player whose Activision ID, Battle.net ID, PlayStation/Xbox/Nintendo Network ID (or other equivalent IDs) is offensive, toxic, incorporates any Activision Blizzard 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.
- 2.3.1 Player names shall not include a sponsor name.
 - 2.3.2 Player names shall not include a product name or description.
 - 2.3.3 Player names shall not include any words that are purely commercial.
 - 2.3.4 Player names shall not include celebrity names or monikers (except when used by celebrity Players themselves).
 - 2.3.5 Players shall not use names of any Call of Duty League or Overwatch League players or teams (except when used by the respective Call of Duty League or Overwatch League Players themselves).
- 2.4 Teams. "**Team**" shall have the meaning set forth in the applicable Tournament Rules.

3. SPONSORSHIP RESTRICTIONS

- 3.1 Subject to this Section 3 and the Tournament Rules, Participants may acquire individual sponsorships in connection with their participation in a Competition. Participants shall 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 Competition activities, including requiring participants on-site at in-person (LAN) Competition events to, among other things, cover, obscure, or replace articles of clothing that display sponsor assets in violation of this Section 3. All sponsorship activity conducted in connection with Competition activities are subject to the prior approval of Administration. Participants may inquire as to whether a sponsor is permissible by contacting Administration at the email or other address designated for such requests as set forth in the applicable Tournament Rules.
- 3.2 Participants are prohibited from using any of the following: live or on-demand stream of a Competition; Competition match highlights or other footage; Franchise or Game images, Game-related logos, artwork, animations; or other protected intellectual property owned or controlled by Activision Blizzard (collectively, "**Game Materials**") in connection with any third party sponsorships, advertising, promotions, or marketing.
- 3.3 Administration reserves the right to have Competition-wide exclusive sponsorships on a global basis or specific to a particular region or territory. Administration may from time to time designate certain product or service categories as "reserved" whereby Participants will be prohibited from featuring sponsorships in such "reserved" categories in connection with their participation in a Competition.
- 3.4 Sponsors in the following categories are expressly prohibited from being featured, displayed, or otherwise promoted by any Participant in connection with the Competition:
- 3.4.1 Any person or entity that offers products or services that Activision Blizzard determines are detrimental to the business of Activision Blizzard (including without limitation the Franchises, Call of Duty League, Overwatch League and each of their respective amateur leagues) or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.
 - 3.4.2 Games or other products or services from entities that compete directly with Activision Blizzard
 - 3.4.3 Account selling, sharing or trading websites
 - 3.4.4 Drugs (whether legal or illegal) and any products used to consume drugs
 - 3.4.5 Tobacco and vaping products
 - 3.4.6 Cannabis and any products used to consume cannabis
 - 3.4.7 Pornography, sexual or adult oriented products or services
 - 3.4.8 Gambling (whether legal or illegal)
 - 3.4.9 Firearms / weapons, or related products or services
 - 3.4.10 Political candidates or ballot initiatives

4. CONDUCT AND PENALTIES.

4.1 Behavior

- 4.1.1 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 Competitions, in each case as determined by Administration. Participants must behave in a professional and sportsmanlike manner in their interactions with other

competitors, the Competition, and members of the Administration, the media, sponsors and fans.

- 4.1.2 Participants shall not use obscene or offensive gestures or profanity in their tags, player handles, 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.
- 4.1.3 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.
- 4.1.4 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 Competition schedule. Such obligation also prohibits forfeiting a game or match without reasonable cause.
- 4.1.5 Each Competition 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 the Game. Participants in Competitions should be focused on bringing the world together through epic entertainment, celebrating the Game, players, and fans, and building diverse and inclusive communities. Participants, must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official Competitions and related events or on any official Competition channels or Team channels (e.g., Competition broadcasts, Competition or Team shows, and official Competition and Team-branded websites and social media channels). Throughout the period on match day that a Participant is visible to the Competition's and/or Team's live and camera audience(s), Participant shall not wear, display or otherwise convey personal messages without express approval from the Administration, which approval shall not be granted for political messages.

4.2 Cheating and Game Integrity.

- 4.2.1 Participants must compete to the best of their skill and ability at all times. Any form of cheating by any Participant will not be tolerated. All Participants are prohibited from influencing or manipulating any match (whether a Competition 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:
 - 4.2.1.1 Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any Competition (or any components thereof);
 - 4.2.1.2 Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;
 - 4.2.1.3 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;
 - 4.2.1.4 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 or stream sniping (i.e., a game spectator illegally provides,

or such Player individually obtains, 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;

4.2.1.5 Misuse or hacking of Game servers;

4.2.1.6 Use of unauthorized or restricted items (if applicable pursuant to Tournament Rules);

4.2.1.7 Violent, threatening or harassing behavior in any Franchise, Game or Competition setting, (offline and online);

4.2.1.8 Possession of a weapon at a Competition facility or any other Competition setting;

4.2.1.9 Inappropriate use of Competition equipment; and

4.2.1.10 Any other actions or conduct that threatens to undermine the integrity of the Competition.

4.2.2 Participants must at all times comply with the End User License Agreement applicable to the Game(s) featured in the Competition, whether during a Competition match or otherwise. Participants are prohibited from violating such 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, earn points, or any other actions that violate the above software license agreement. Violations of this Section 4.2.2, whether during the course of a Competition season, during any Competition off-season, or prior to such Participant's entrance into a Competition may result in discipline to be determined in the discretion of Administration.

4.3 Illegal and/or Detrimental Conduct.

4.3.1 Participants must comply with all applicable laws at all times.

4.3.2 A Participant shall not engage in any activity or practice which (a) brings Participant into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from Participant's public image, or (b) 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 Blizzard, Administration, or any of their respective representatives, the Competitions, the other Teams or their respective sponsors or members, the Franchise, Game or any other product or service of Activision Blizzard. For the avoidance of doubt, Participant's affiliation with individuals, entities or brands that are detrimental to the image or reputation of Activision Blizzard, Administration, or any of their respective representatives, the Competitions, the other Teams or their respective sponsors or members, the Franchise, Game or any other product or service of Activision Blizzard, as determined by Administration, will be deemed as a violation of this provision and these Rules. A non-exhaustive list of such types of misconduct are as follows:

4.3.2.1 Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;

4.3.2.2 Sexual assault and other types of sexual offenses;

4.3.2.3 Illegal possession or distribution of a weapon;

4.3.2.4 Possession, use or distribution of performance-enhancing substances;

4.3.2.5 Conduct that poses a danger to the safety of another person;

- 4.3.2.6 Animal cruelty;
- 4.3.2.7 Theft and other property crimes; and
- 4.3.2.8 Crimes involving dishonesty.

4.3.3 Participant acknowledges that Activision Blizzard, 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.

4.4 Anti-Harassment.

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

4.5 Gambling.

4.5.1 Gambling on the outcome of Competitions (including any components thereof) can pose a serious threat to the integrity of, and public confidence in the Competitions. Participants as well as employees of Administration or Activision Blizzard are not allowed to (a) place, or attempt to place, bets on any games, matches or tournaments (or any components thereof) involving the Franchise, Game, or Competition, (b) associate with high volume gamblers, or deliver information to others that might influence their bets, or (c) offer or accept any gift or reward to or from anyone for services promised, rendered, or to be rendered in connection with any Competition, 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 Competition.

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

4.5.3 Participants likewise are prohibited from engaging in any fantasy esports leagues or games involving Competitions 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.

4.6 Alcohol and Drugs.

4.6.1 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 a Competition or on premises that are owned by or leased to Activision Blizzard, Administration or a Team.

4.6.2 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 shall not be used to enhance performance in the Competition.

4.7 Non-Disparagement.

- 4.7.1 Participants have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that Participants shall not make public statements that call into question the integrity or competence of match referees or Administration.
- 4.7.2 Participants shall 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 Blizzard, the Administration, any of their respective representatives, the Competition, the other Teams or their respective sponsors or members, the Franchise, Game or any other product or service of Activision Blizzard. In addition, Participants shall not encourage members of the public to engage in any activities that are prohibited by this Section 4.7.
- 4.7.3 This Section 4.7 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.

4.8 Software and Hardware.

- 4.8.1 Any intentional use, or attempted use, by a Participant of any bugs or exploits in any Game 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.
- 4.8.2 Participants must consult with Administration before bringing electronic storage devices to any LAN Competition event and are not allowed to use any mobile or external communication equipment during a match, including mobile phones.
- 4.8.3 Participants are prohibited from installing third-party software of any kind on any competition hardware or machines at LAN Competition events.

4.9 Confidentiality.

- 4.9.1 Participants must keep confidential and not disclose to any third party confidential and proprietary information concerning any Game, the Competitions, the Administration, Activision Blizzard or its sponsors.
 - 4.9.2 This Section 4.9 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.
- 4.10 Reporting. Upon becoming aware of any conduct prohibited by this Section 4, Participants are required to immediately report the details to the Administration via the contact information provided in the Tournament Rules. Failure to comply with this requirement is an independent violation of these Rules.

5. PRIZE AWARDS.

- 5.1 Distribution of Prize Awards. A description of the potential prizes is set forth in the Tournament Rules for each Competition. Notwithstanding anything to the contrary

contained herein, the awarding of prizes is void where prohibited or restricted by applicable laws. Subject to these Rules and the Tournament Rules, Team prizes will be awarded either equally to each of the Players on a winning Team or to the Team leader or other designated representative (and Administration reserves the right to request applicable authorization documentation from Team and/or Players as is required to confirm such authorization), if any, as elected or otherwise designated by the Team (with any discrepancies regarding the Team's election determined by the Administration in its sole discretion). Participants are limited to one prize package per Competition event. 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). Participants who are eligible for the award of a prize assume all liability for the use of the prize.

5.2 Requirements to Collect a Prize Award. Participants shall have no right to any prize unless such winning Participant satisfies the conditions set forth in these Rules, the Tournament Rules and any other applicable rules. Requirements may include submission of documentation reasonably sufficient and detailed to evidence a Participant's satisfaction of eligibility requirements and compliance with these Rules. Winning Participants will be notified if they have won a prize after the end of an applicable Competition. Each winning Participant 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 prizes 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 a Participant with any prize. Following Administration's verification of eligibility and compliance with the terms of these Rules, the winning Participant 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 winning Participant 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 Participant forfeits eligibility to claim a prize.

5.3 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.

6. DISCIPLINARY ACTION

6.1 Investigation of and Right to Monitor Compliance. To preserve the integrity of the Competitions, Administration will have the right to monitor compliance with these Standard Rules and the Tournament Rules, investigate possible breaches of these Rules and the Tournament Rules and impose sanctions for violations. Participants agree to cooperate with Administration in any such investigation. The failure by a Participant to cooperate with any internal or external investigation conducted by Administration or its designee relating to a violation of these Standard Rules or the Tournament Rules is itself a violation of such

rules, including without limitation being untruthful or withholding, tampering with or destroying evidence.

6.2 Subjection to Penalty. Any violation of these Standard Rules or Tournament Rules by any Participant, including acts or omissions by one or more Participants, will be subject to penalty. The nature and extent of penalties imposed will be determined by Administration. All decisions of Administration regarding Standard Rules and Tournament Rules violations or other issues regarding the Competition, are final.

6.3 Penalties. Penalties for Standard Rules or Tournament Rules violations will be assessed by Administration. These penalties will vary in range between loss of side or map selection, to termination of the right to participate in one or more Competitions, in direct relation to the severity of the offense and the number of offenses committed previously by the Participant(s). The following is a non-exhaustive list of penalties that may be imposed 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 Competitions and events
- Prize Forfeiture(s)
- Game Forfeiture(s)
- Match Forfeiture(s)
- Tournament Disqualification
- Termination of Team's ability to participate in one or more Competitions

7. LIMITATIONS OF LIABILITY

7.1 In no event will Activision Blizzard, Administration or any of their respective 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 Blizzard or any of their respective affiliates or representatives were advised of the possibility of such damages.

7.2 To the fullest extent permitted by applicable law, 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 Participant's participation in such activities.

7.3 Participant acknowledges and agrees that Activision Blizzard and Administration are not insurers of Participant's property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

8. GRANT OF RIGHTS

8.1 By agreeing to these Rules and participating in a Competition, Participant hereby grants to the Administration 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, Player Account handles (or replacement tags), initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, biographical information, and backstory (collectively, "**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 Competition 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 Competitions or the Franchises in general; (c) the exploitation of media rights, (d) any group licensing or other agreements with third parties entered into by Administration or its affiliates; and/or (e) the creation, distribution, promotion and sale of the products and services of Activision Blizzard. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (e) are referred to herein as the "**Competition Materials**."

8.2 Advertising and Commercial Materials. The grant of rights and licenses in Section 8.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Administration (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Competition Materials, and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on or in connection with Administration'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 Administration (or its sublicensees) for Competitions or the Franchises from time to time (the foregoing, the "**Advertising and Commercial Materials**").

8.3 Participant acknowledges and agrees that Participant shall not acquire any rights in or to the Competition, any Franchise, or Activision Materials (as defined below) as a result of Administration's use of the Competition Materials in connection with the permitted uses hereunder.

8.4 Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.

8.4.1 As between each Participant and Administration, Administration will be the sole owner of all of the following (collectively, the "**Activision Materials**"):

8.4.1.1 Competition Materials and Advertising and Commercial Materials (excluding Participant Materials that are incorporated into or used in the Competition Materials or Advertising and Commercial Materials; provided, that to the extent such Participant Materials incorporate any Activision Blizzard intellectual property, such Competition Materials and Advertising and Commercial Materials shall be owned by Administration);

8.4.1.2 All other content, works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Administration in connection with the Competition;

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

8.4.1.4 All Activision Blizzard accounts, data (including gameplay data) and statistics relating to Participant's participation in or play of the Franchise or the Competition, any Competitions streams and any intellectual property of Activision Blizzard; and

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

8.4.2 Subject in all respects to Section 8.4.1, as between each Participant and Administration, Participant will be the sole owner of the Participant Materials. For the avoidance of doubt, Participant's use of the Participant Materials shall at all times comply with the End User License Agreement.

8.5 Works for Hire; Assignment. If a Participant at any time creates, develops or invents any Activision Materials, the parties acknowledge and agree that all copyrightable Activision Materials, and all elements, portions and derivative works thereof, shall be created for the Administration as "works made for hire" and that all copyrights in and to such Activision Materials, and in all elements, portions and derivative works thereof, shall vest automatically in, and belong to, the Administration. If, however, by operation of law or otherwise, such Activision 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 the Administration and/or if there are any patents, trademarks, know-how or other intellectual property rights in the works that do not automatically become the property of the Administration under the preceding sentence, the Participant hereby assigns (and agrees at the time of creation to assign) to the Administration 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 Activision Materials (and in all elements, portions and derivative works thereof) and agrees to take, at the expense of the Administration or its designees, any and all such other actions reasonably deemed appropriate by the Administration or its designee in furtherance of such assignment, including, without limitation, the execution and delivery to the Administration or its designee of any further instruments of assignment reasonably requested by the Administration or its designee. Such assignment includes the transfer and assignment to the Administration and its successors and assigns of any and all moral rights which Participant may have in the Activision Materials. To the extent such moral rights cannot be assigned under applicable laws, Participant hereby waives and agrees not to assert any such moral rights Participant may have, and to the extent Participant is not permitted to waive moral rights by law, Participant hereby permits Administration (or any successor or transferee thereof) at any time to modify or to change the Activision Materials or to accompany the Activision Materials with any illustrations, prefaces, after-words, comments and other materials, and Participant confirms that such amendments, changes or accompaniment will not cause harm to its honor or reputation and does not constitute a distortion or mutilation of the Activision Materials and other associated materials. For the avoidance of doubt, for purposes of this Section 8.5, the Administration shall exclusively mean either (a) Activision Publishing, Inc., or (b) Blizzard Entertainment, Inc., as determined based on the applicable Administration set forth in the Tournament

Rules; provided, if the Administration is not defined therein, all rights of the Administration pursuant to this Section shall automatically vest in Activision Publishing, Inc.

- 8.6 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 Section 8.1; and (b) the Participant Materials and the exercise of rights in Participant Materials granted under these Rules 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. Activision reserves all rights and remedies against any Participant who breaches this Section.
- 8.7 Waivers. By agreeing to these Rules, Participant hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Competition Materials or Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which Participant is or may become entitled under applicable law in relation to the Competition Materials, Advertising and Commercial Materials, or to his/her participation in a Competition or Activision Blizzard events. Nothing in these Rules requires Administration (or its sublicensees) to make use of any of the rights or licenses granted herein.
- 8.8 Collection of Personal Data. Administration will collect, store and use information collected in connection with each Competition (including information collected at live events, if applicable) in accordance with the Privacy Policy set forth in the applicable Tournament Rules.

9. RESOLUTION OF DISPUTES

- 9.1 Disputes Regarding League Rules. Administration has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, and 6 of these Rules ("**Rules Dispute**").
- 9.2 Binding Arbitration. All disputes, claims or controversies that Administration may have against a Participant or that a Participant might have against Administration, and all disputes, claims or controversies arising out of, relating to, or in connection with a Competition, Competitions, the Tournament Rules or these Rules, or the breach or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate and the jurisdiction of the arbitrator, and that is not otherwise subject to Administration's final, binding authority (whether under Section 9.1 or under separate written agreements entered into with Administration or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Administration ("**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 seat of arbitration will be New York, New York. The arbitration shall be conducted and the award shall be rendered in English (with translation services provided if required). Notwithstanding the choice of law clause in Section 9.4, the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code. All costs and expenses for the arbitration will be borne in accordance with the Rules of Arbitration of the International Chamber of Commerce. 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 9.2 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 Administration from seeking and obtaining from any court of competent jurisdiction (without the need for Administration 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).

9.3 Class Action Waiver.

- 9.3.1 By agreeing to these Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Administration and the Participant individually.
- 9.3.2 By agreeing to these Rules, each Participant acknowledges and agrees that: (a) 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 Administration unless the Participant and Administration agree to such a consolidation; (b) 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 or to utilize class action, collective action, or private attorney general or representative action procedures; and (c) the Participant will not have the right to participate as a class representative, collective action representative, or private attorney general, or as a member of any class, collective action, or private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Administration agree to class, collective, 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 9.3.1 and this Section 9.3.2 are referred to as the "**Class Action Waiver**".
- 9.3.3 In any case in which: (a) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or private attorney general or representative action; and (b) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within New York, New York, 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.

9.4 Governing Law.

- 9.4.1 These Rules, the Tournament Rules, and all Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the State of New York, United States of America without regard to choice of law principles, provided that Administration 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.
 - 9.4.2 Participants agree to be bound by these Rules and Tournament Rules and by the decisions of Administration with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.
 - 9.4.3 Administration will endeavor to provide official translations of these Rules and Tournament Rules for global Competitions. In the event of any conflict between the English version and any translation of these Rules or the Tournament Rules, the English version will control.
- 9.5 Changes to this Section. Administration will provide 60 days' notice of any changes to this Section 9. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day. From the time that Administration provides notice of any changes to this Section 9, any Participant may cease participating in any Competition subject to these Rules.