

# **CALL OF DUTY®** **WORLD SERIES OF** **WARZONE™**

**Official Rules (2021)**

**v1.0**

**Updated: May 20, 2021**

## INTRODUCTION

Activision Publishing, Inc. and its affiliates (collectively, “**Activision**”) created World Series of Warzone™ (“**WSOW**”) to showcase some of the best Call of Duty®: Warzone™ (“**Warzone**”) players in the world in a series of tournament events, including (a) official WSOW tournaments (“**WSOW Tournaments**”); and (b) certain tournaments officially sanctioned by the Administration as WSOW qualifiers (“**WSOW Qualifiers**”) and together with the WSOW Tournaments, the “**Tournaments**”). These World Series of Warzone Rules, including any updates, amendments or supplements thereto (these “**Rules**”), ensure the integrity of all Tournaments, protect the image and reputation of WSOW and the Franchise, and create a consistent and high-quality experience for spectators of the Tournaments and related events.

These Rules set forth the rules and standards of conduct that will apply as a condition to participation in any Tournament, 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 rights and obligations.

These Rules apply to individuals who are actively participating in WSOW or any event related to WSOW, or plan to participate in any current or future events related to WSOW (each, a “**Participant**”). Additional rules for WSOW Qualifiers and other WSOW events will be published on the Call of Duty World Series of Warzone Website or otherwise made available to Participants before the applicable WSOW event. In the event of a conflict between those rules and these Rules, these Rules shall control.

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 A TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 13 AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 11. 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 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 WSOW 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 Participant must agree to these Rules to participate in WSOW. Participants may accept these Rules by any one of the following methods:

1.1.1 By signing a WSOW Participation Form either in print or digitally;

1.1.2 By registration or other participant sign-up method, including in connection with the applicable Tournament platform, e.g., GameBattles;

1.1.3 or participating in any Tournament or other officially sanctioned match that is part of WSOW.

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, 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. Administration reserves the right to make any decisions on cases not specifically covered by these Rules to preserve the spirit of fair competition and sportsmanship. Administration's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Administration's sole discretion. Any material changes to these Rules will be provided to the Participants prior to the next WSOW event to which the changed Rules will apply. Participation in WSOW will constitute acceptance of the changed Rules. Changes to Section 13 will be governed by the provisions in that section.

1.3 **Applicability of these Rules.** WSOW Tournaments and certain WSOW Qualifiers may have additional rules that apply. Those rules will be communicated to or otherwise made available to Participants before the applicable Tournament, which Participant must accept before entering the Tournament. In the event of a conflict between such other Tournament rules and these Rules, these Rules shall govern (unless expressly stated otherwise with respect to Sections 4 and 5). 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 Activision's Terms of Use, Privacy Policy and all rules governing the use of Activision accounts. The current version of each policy are available at:

1.3.1 **Terms of Use:** <https://www.activision.com/legal/terms-of-use>

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

For WSOW Qualifiers and other WSOW events operated by GameBattles, these Rules are in addition to the Terms of Service, Privacy Policy and all rules governing the use of GameBattles accounts. The current versions of each policy are available at:

1.3.3 **Terms of Service:** [https://accounts.majorleaguegaming.com/terms\\_of\\_service](https://accounts.majorleaguegaming.com/terms_of_service)

1.3.4 **Privacy Policy:** [https://accounts.majorleaguegaming.com/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®: Warzone (collectively, “**Franchise**”), any person or entity who is associated with Franchise or Administration to provide products or services for WSOW, any authorized person or entity to create and/or publish media for any reason at any time during WSOW (“**Press**”), and any person who is present at an event related to WSOW (“**Attendee**”). All decisions made by Administration are final.

## 2. PLAYERS

2.1 **Eligibility.** To be able to compete as a “**Player**” in WSOW, you must:

2.1.1 be over the age of eighteen (18) as of the first day of the applicable Tournament;

2.1.2 reside and compete in an eligible jurisdiction for the applicable Tournament as follows (each, an “**Eligible Jurisdiction**”):

2.1.2.1 **2021 WSOW Trios (North America):** United States, Canada, Mexico, Puerto Rico (“**North America**”);

2.1.2.2 **2021 WSOW Trios (Europe):** Austria; Belgium; Croatia; Czech Republic; Denmark; Egypt; Finland; France; Germany; Greece; Hungary; Ireland; Italy; Jordan; Lebanon; Netherlands; Norway; Poland; Portugal; Qatar; Romania; Russia; Serbia; Slovakia; Spain; Sweden; Switzerland; Turkey; Ukraine; United Kingdom (“**Europe**”);

2.1.2.3 **2021 WSOW Duos (North America):** North America; and

2.1.2.4 **2021 WSOW Duos (Europe):** Europe.

provided, Eligible Jurisdictions may be added, removed or otherwise modified by Administration at any time and for any reason in Administration’s sole discretion.

2.1.3 for WSOW Qualifiers operated by GameBattles, reside and compete in the region associated with the applicable GameBattles account;

- 2.1.4 agree to be bound by these Rules, Activision's Software License and Service Agreement and any other applicable end user license agreement (collectively, the "**End User License Agreement**"), and the decisions of Activision and the Administration;
- 2.1.5 be in good standing with respect to any Activision, Battle.net, GameBattles, Xbox Live and PlayStation Network accounts ("**Player Accounts**"), as applicable, with no undisclosed violations of the End User License Agreement;
- 2.1.6 be in good standing with respect to the applicable broadcast platform on which the WSOW Tournament is distributed (as determined by such operator or its affiliates);
- 2.1.7 for WSOW Tournaments, fully comply with and successfully pass any anti-cheat or other security clearance process or investigations as administered by Administration from time to time, including immediately prior to the Tournament;
- 2.1.8 for WSOW Tournaments, possess all required equipment (as determined by the Administration) necessary to livestream your participation in the WSOW Tournament on the streaming platform designated by the Administration;
- 2.1.9 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;
- 2.1.10 if applicable, be formally invited by the Administration; and
- 2.1.11 if applicable, meet certain qualification requirements set forth in the any other WSOW-related rules, including leaderboard rankings or other requirements.

**2.2 Compliance with Applicable Laws.** Players shall only participate in the 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 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 WSOW, 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). 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, clan tag or other name in its sole discretion. Administration reserves the right to revoke the eligibility of any Player whose Activision ID, Xbox Live Gamertag or PlayStation 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 8.1 (Behavior).

### 3. WSOW TOURNAMENT TEAMS AND SQUADS

3.1 **Team Composition.** Each WSOW Tournament will feature a maximum of 150 Players divided into five (5) to ten (10) teams (each, a "**Team**"). Each Team will consist of fifteen (15) to thirty (30) Players. For each WSOW Tournament, the number of Teams and number of Players per Team shall be subject to the applicable Tournament format and determined by the Administration in its sole discretion.

3.2 **Squads.** Each Team will consist of either individual Players or multiple Players (a "**Squad**") depending on the Game Mode utilized for each Tournament. Squads of one Player are "**Solos**"; squads of two Players are "**Duos**"; and squads of three Players are "**Trios**". Squads will be led by a "**Squad Leader**" who will be responsible for fielding additional Players for their Duo or Trio for Draft selection pursuant to Section 3.4 (Draft).

3.3 **Team Captains.** Each Team will be led by a Team captain (a "**Captain**") who will be responsible for selecting Squads to fill all vacant Team roster slots as follows:

3.3.1 The Captain will pre-select Players to form the "**Captain's Squad**". Captains will pre-select one (1) Player in Duos competitions and two (2) Players for Trios competitions. The Captain's Squad shall consist of the Captain for Solos competitions.

3.3.2 The Captain will participate in the Draft pursuant to Section 3.4.

3.4 **Draft.** Following formation of the Captain's Squad, each Captain will form the remaining Team roster by participating in a "snake-style" draft process whereby Captains select Squads from a Draft Pool. The order in which Captains select Players for their Team ("**Draft Order**") during the first round will be randomized or as otherwise determined by the Administration. Captains will be notified of the Draft Order at least 24 hours prior to the Draft. At the beginning of the first round of the Draft, the Captain with first pick in the Draft Order will select one (1) Squad from the Draft Pool, and each other Captain will proceed to select Squads in the Draft Order until each Captain has drafted a complete

Team. Each Captain shall have one minute (1:00) to select one (1) Squad per round. If a Captain does not select a Squad within the allotted time, the Draft Order will proceed to the next Captain. The Draft Order shall reverse each round. The number of rounds will vary based on the Game Mode used for each WSOW Tournament.

3.5 **Draft Pool.** The Draft Pool will be constructed as follows:

3.5.1 **Direct Invitations.** The Administration will at its sole discretion invite a number of Participants to be available for selection from the Draft Pool.

3.5.2 **Qualifier Tournaments.** Certain Participants shall be eligible for invitation to the WSOW Tournament based on performance at a WSOW Qualifier. For clarity, a player's performance at any such tournament shall not directly qualify such player to compete in the Tournament. Dates, rules, scheduling, registration and other pertinent information for each WSOW Qualifier shall be made available from time to time by the Administration at <http://www.worldseriesofwarzone.com> and each Participant agrees to such WSOW Qualifier rules as may be amended from time to time.

3.6 **Replacement Players.** The final composition of Teams and/or Squads shall be determined by the Administration in its sole discretion. If at any time any Participant is deemed ineligible to participate in the Draft or to compete in the Tournament for any reason as determined by Administration in its sole discretion, such Participant may be replaced by another eligible Participant (such Participant, a "**Replacement Player**") at the Administration's sole discretion, including pursuant to selection by a Captain, or if not the Captain, the affected Squad's Squad Leader, from a wait list of eligible Participants as may be provided by the Administration. For the avoidance of doubt, Participants on any such wait list will not be eligible to receive prizing in respect of a Tournament unless and until such Participant is selected pursuant to this Section and fully competes in the Tournament as a member of a Team during a Match.

#### 4. **COMPETITIVE STRUCTURE AND FORMAT.**

4.1 **Platform.** All Tournament matches may be played on PlayStation 4 (excluding PlayStation 4 Slim), PlayStation 5, Xbox One, Xbox One Series X, Xbox One Series S, or Windows PC. Players will be required to have an account for their corresponding platform and an Activision account to connect to online services and compete (the "**Platforms**"). Cross-play is required.

4.2 **Game.** The featured title for each Tournament will be Call of Duty®: Warzone™ (the "**Game**").

4.3 **Equipment.** Participants may compete using mouse and keyboard or any PlayStation 4, PlayStation 5, Xbox One, Xbox One Series X, Xbox One Series S, or Window PC-compatible controller. Players shall not use a turbo controller that allows a single button press to replicate pressing the button multiple times. Players shall not use a button macro controller or keyboard utilizing macro inputs that allow a single button press to performing a set of actions that would normally require the player to

press multiple buttons or keys. Squads found to be using ineligible equipment will be required to forfeit all rights to any points and prizing earned or otherwise awarded during the Tournament and will be removed immediately from the Tournament. For the avoidance of doubt, if a Player who is part of a Duo or Trio Squad is found to be using ineligible equipment, all Players on the Squad will be removed from the Tournament and will be required to forfeit all points and prizing.

The Administration reserves the right to inspect and review player equipment to ensure compliance with these Rules. Players will be prohibited from using any such equipment found to be ineligible for WSOW competition by the Administration.

**4.4 Tournament Structure and Format:** Each WSOW Tournament shall be comprised of six (6) matches (each a “**Match**”), played in a custom lobby administrated and hosted by the Administration. Upon completion of all six (6) Matches, the Team with the largest number of WSOW Points (as defined in Section 4.5), aggregated across all six (6) Matches will be the overall winner of that Tournament.

**4.4.1 Game Modes.** Each Tournament will use one of three game modes: Solos, Duos or Trios. The Administration reserves the right to alter the game modes used for any Tournament at any time as determined by the Administration in its sole discretion.

**4.4.2 Schedule.** The Administration will hold four (4) Tournaments during the 2021 competition year. Scoring, results, and other outcomes for any Tournament will have no impact on any subsequent Tournaments. The schedule and Game Mode utilized for each Tournament shall be as follows:

4.4.2.1 WSOW Trios (North America): June 23, 2021

4.4.2.2 WSOW Trios (Europe): to be announced

4.4.2.3 WSOW Duos (Europe): to be announced

4.4.2.4 WSOW Duos (North America): to be announced

**4.5 WSOW Points and Scoring.** Teams will accrue World Series of Warzone Points (the “**WSOW Points**”) based on a scoring system that takes into account both individual eliminations (as recognized by the Game, “**Kills**”) and final placement of each Match. The number of Kills obtained by a Player will be multiplied by the applicable multiplier set forth in this Section 4.5 (“**Placement Multiplier**”) as determined by the Player’s Squad’s final placement in each Match.

**4.5.1** Teams and Players will be rewarded points for Match performance as follows:

**4.5.1.1 Kills:** Players will receive one (1) WSOW Point for every Kill. For the avoidance of doubt, Kills earned in the Gulag count towards a Player’s Kill count total. The in-Game Kill count shall be the official scorekeeping mechanism for purposes of calculating WSOW Points.



4.5.1.2 **Placement Multiplier:** Placement Multipliers are applied to a Player's Kill count based on the Squad's final ranking at the end of each Match. Below is the application of multipliers based on final placement:

Trios Placement Multiplier	
1st Place	2x Multiplier
2nd – 15th Place	1.5x Multiplier
16th – 50th	1:1 Ratio (No Multiplier)

The Placement Multiplier applicable to Solos and Duos competitions will be established by the Administration from time to time and set forth in these Official Rules.

4.5.2 WSOW Points totals for Players who are unable to compete due to equipment failure or other technical issues not related to providing a gameplay feed will continue to be counted towards the Team total. Players who are removed from the Tournament due to violating Sections 4.3 and 8 hereof or End User License Agreement will have their WSOW Points revoked and removed from their Team's and Squad's WSOW Points total.

4.6 **Referees.** Each Match will be regulated by referees selected by the Administration. Referees are Tournament officials responsible for making judgments on every Match-related issue, question and/or situation which occurs before, during and immediately following a Match. Their oversight includes, but is not limited to:

- 4.6.1 Checking the Team's Squads before a Match to ensure each Player is on the appropriate Duo or Trio Squad;
- 4.6.2 Checking and monitoring Player broadcasts;
- 4.6.3 Escalating penalties in response to rule violations during each Match;
- 4.6.4 Communicating gameplay and Player equipment issues to the Administration.

4.7 **Tournament Restarts.** Players are fully responsible for ensuring their internet connectivity, peripherals, and PC or console are fully functional before each Match. Generally, the Administration will not restart a Match due to a Player experiencing lag or personal equipment malfunctions. Once all Players have left the pre-game lobby and transitioned to the airdrop ship and Game map, the Match will be considered underway and will not be restarted. In certain extraordinary circumstances (e.g., in the event Players experience a mass disconnect that affects multiple Squads on more than one Team in the early stages of a Match) the Administration, at its sole discretion, shall have the right to restart the Match.

4.8 **Tie Breakers.** In the event of any tie, the Tournament will not be replayed. The results will stand, and ties will be resolved using the following tie breaker mechanisms. In the event that the tie breakers fail to resolve a clear winner the Administration reserves sole discretion to resolve the tie pursuant to any other method.

#### 4.8.1 Squad Tie Breakers:

4.8.1.1 Total Kills without Placement Multiplier

4.8.1.2 Average Placement

4.8.1.3 Most Kills in one (1) Match; starting from Match 1 through Match 6

4.8.1.4 Highest Placement in one (1) Match; starting from Match 1 through Match 6

#### 4.8.2 Team Tie Breakers (aggregated across all Squads):

4.8.2.1 Total Kills without Placement Multiplier

4.8.2.2 Average Placement

4.8.2.3 Most Kills in one (1) Match; starting from Match 1 through Match 6

4.8.2.4 Highest Team Placement in one (1) Match; starting from Match 1 through Match 6

4.8.3 **WSOW Qualifiers.** The structure and format for WSOW Qualifiers will vary. Some WSOW Qualifiers may be hosted by third-party tournament operators (“TO”). Additional rules and the structure and format for each WSOW Qualifier will be communicated to Participants by the Administration or the applicable TO prior to the start of the WSOW Qualifier. For the avoidance of doubt, in the event of a conflict between any rules established by the TO for the applicable WSOW Qualifier, these Rules shall control.

### 5. GAME RULES AND SETTINGS

5.1 **Game Settings.** The mode and settings for each Tournament shall be standard Battle Royale for the Game Mode unless otherwise communicated by the Administration. The Administration reserves the right to make certain modifications to the Circle Collapse and other gameplay modifiers at its sole discretion and will communicate any changes to the gameplay settings to Participants prior to each Tournament. The latest competitive settings for each Tournament event can be found here: <http://www.worldseriesofwarzone.com>.

5.2 **Prohibition on Use of Restricted Items.** Equipping, using or enabling match restricted items detailed within the Call of Duty Competitive Settings will result in a first-offense game forfeiture and second-offense match forfeiture. Teams’ violations will be tracked by referees. The second-offense penalty will carry over into subsequent games within a match but will not carry over to future matches.

5.3 **Warm-Up.** No warm-up or practice games are permitted once the Match’s first game has begun. If a Match is played before the scheduled time, it will not be considered a warm-up and will count as the official results.

5.4 **Delays.** Teams and Squads shall not delay the start of a game or match beyond its scheduled start time without the approval of an Administration official.

5.5 **Lag.** In the event that lag occurs, the Match should be completed. Leaving the game prior to completion of the Match may result in a forfeit by the Squad of all WSOW Points and prizing in respect of such Match.

5.6 **Normal Boundaries.** Players who move their character outside of the normal boundaries of a map may 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.

5.7 **Game Altering Bugs.** "Bugs" are 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 multiple Squads and/or Players. The occurrence of a Major Bug would result in a restart as set forth in Section 4.7.

5.8 **Game Restarts.** In the case of any issue, technical or otherwise, that may alter the outcome of the Match as determined by the Referee, the Match will be restarted in the Administration's sole discretion as set forth in Section 4.7.

## 6. PARTICIPANT BROADCAST AND EVENT REQUIREMENTS

6.1 **WSOW Player Handbook.** All Participants in WSOW Tournaments are required to comply with the guidelines and requirements contained in WSOW Player Handbook to be made available to Participant prior to the WSOW Tournament, including streaming, technical, Game setting, Discord, and other guidelines and requirements relating to each WSOW Tournament.

6.2 **Broadcast.** All Participants must stream and record their participation in the Match in the WSOW Tournament and, upon request by the Administration, submit a video recording of the stream to the Administration for broadcast and competitive integrity purposes. Participants who are unable to provide a clean video feed to the Administration will be ineligible from competing in any WSOW Tournament. Players and/or Squads whose streamed gameplay becomes unavailable during a Match may be further subject to penalty, discipline or other sanctions at the Administration's sole discretion.

6.3 **Platform.** Participants in each WSOW Tournament shall broadcast their gameplay exclusively on the streaming platform designated in writing by the Administration.

6.4 **Audio.** Unless a Participant is a Captain, an undistorted audio feed is preferred but not required. Participants are restricted from playing music or using music streaming services while broadcasting.

6.5 **Feed.** Participants may be required to implement a stream delay to their broadcast feed; details on delay timing will be provided by the Administration ahead of each event.

## 6.6 Team and Squad Branding.

6.6.1 Team branding shall not include, without limitation:

6.6.1.1 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;

6.6.1.2 any city or other geographic designation, except as may be expressly permitted by the Administration; and

6.6.1.3 any elements in violation of Section 8.1 (Behavior).

6.6.2 All proposed official Team apparel for WSOW Tournaments must be submitted to Administration at least two (2) weeks before it is intended to be shown on broadcast or appear at a live event. While a Participant is visible to the WSOW Tournament's live and camera audience(s), Participants shall not wear, display or otherwise convey personal messages without express approval from the Administration, which approval shall not be granted for political messages.

6.6.3 Squads may feature Squad Leader-based branding only and further subject to Section 6.6.1 and 6.6.1.

## 7. SPONSORSHIP RESTRICTIONS

7.1 Subject to the terms and conditions of these Rules, Teams and Players may acquire individual sponsorships in connection with their participation in a Tournament. Teams and Players 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 WSOW activities, including requiring participants to, among others, cover, obscure or replace articles of clothing or overlays that display sponsor assets in violation of this Section 7, and all sponsorships used in connection with WSOW activities are subject to the prior approval of the Administration. Teams and Players may inquire as to whether a sponsor is permissible by contacting Administration at [wsow@activision.com](mailto:wsow@activision.com).

- 7.2 Teams and Players are prohibited from using any Call of Duty or WSOW live or on-demand stream; WSOW 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.
- 7.3 The Administration reserves the right to have WSOW-wide exclusive sponsorships on a global basis or specific to a region or territory. The Administration may from time to time 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 WSOW. The categories of goods and services set forth below are reserved for Activision and the Administration for WSOW. 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.
- 7.3.1 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.
- 7.3.2 Beer, wine, cider, and other malt beverages. This category includes alcoholic beverages sold by beverage brands such as Anheuser Busch, Coors and Gallo.
- 7.3.3 Gambling, sports betting, daily fantasy, and casinos.
- 7.4 The following sponsor categories shall in no event be featured, displayed, or otherwise promoted by any Participant in connection with WSOW:**
- 7.4.1 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 League, Call of Duty Challengers, WSOW, or Call of Duty: Mobile) or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.
- 7.4.2 Games or other products or services from entities that compete directly with Activision or any of its affiliates.
- 7.4.3 Account selling, sharing or trading websites.
- 7.4.4 Drugs (whether legal or illegal) and any products used to consume drugs.
- 7.4.5 Tobacco and vaping products.
- 7.4.6 Cannabis and any products used to consume cannabis.
- 7.4.7 Pornography, sexual or adult oriented products or services.
- 7.4.8 Firearms / weapons, or related products or services.
- 7.4.9 Political candidates or ballot initiatives.

## **8. CONDUCT AND PENALTIES**

### **8.1 Behavior**

- 8.1.1 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 WSOW, in each case as determined by Administration. Participants are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, WSOW, and members of the Administration, the media, sponsors and fans.
- 8.1.2 Participants shall 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.
- 8.1.3 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.
- 8.1.4 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.
- 8.1.5 WSOW 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 must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official WSOW events (including without limitation any Match) or on any official WSOW (e.g., Match broadcasts, WSOW shows, and official WSOW-branded websites and social media channels). Throughout the period on Tournament day that a Participant is visible to the Tournament's live and camera audience(s), such 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.

### **8.2 Cheating and Game Integrity.**

- 8.2.1 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:

- 8.2.1.1 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);
  - 8.2.1.2 Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;
  - 8.2.1.3 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;
  - 8.2.1.4 Bot use (including the installation, whether or not intentional, of any similar software on a machine or other hardware used by Participant in the Tournament), spot timing (e.g., not throwing the game, just timing a shot so bettors win), wintrading, drophacking, , 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;
  - 8.2.1.5 Misuse or hacking of game servers;
  - 8.2.1.6 Use of unauthorized or Restricted Items;
  - 8.2.1.7 Violent, threatening or harassing behavior in any Franchise or WSOW setting, (offline and online), including Team housing;
  - 8.2.1.8 Inappropriate use of WSOW equipment; and
  - 8.2.1.9 Any other actions or conduct that threatens to undermine the integrity of WSOW and its Teams.
- 8.2.2 Participants must at all times follow the End User License Agreement, whether during a WSOW match or otherwise. Participants are prohibited from violating the 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 8.2.2, whether during the course of a WSOW competition year, during the WSOW off-season, or prior to such Participant's entrance into WSOW may result in discipline to be determined in the discretion of Administration.

### **8.3 Illegal and/or Detrimental Conduct.**

- 8.3.1 Participants are required to comply with all applicable laws at all times.
- 8.3.2 A Participant shall not engage in any activity or practice which (i) 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 (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, Administration, or any of their respective Representatives, WSOW, the other Teams or their respective sponsors or members, the game or any other product or service of 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, WSOW, the other Teams or their respective sponsors or members, the game 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 Teams, Captains and Squads may not encourage members of the public to engage in any activities that are prohibited by this Section 8.3. A non-exhaustive list of such types of misconduct are as follows:
- 8.3.2.1 Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;
  - 8.3.2.2 Sexual assault and other types of sexual offenses;
  - 8.3.2.3 Illegal possession or distribution of a weapon;
  - 8.3.2.4 Possession, use or distribution of performance-enhancing substances;
  - 8.3.2.5 Conduct that poses a danger to the safety of another person;
  - 8.3.2.6 Animal cruelty;
  - 8.3.2.7 Theft and other property crimes; and
  - 8.3.2.8 Crimes involving dishonesty.
- 8.3.3 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.

### **8.4 Anti-Harassment.**

- 8.4.1 Administration is committed to providing a competitive environment that is free of harassment and discrimination.
- 8.4.2 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.



## **8.5 Gambling.**

- 8.5.1 Gambling on the outcome of WSOW Matches or tournaments (including any components thereof) can pose a serious threat to the integrity of, and public confidence in WSOW. Participants as well as employees of Administration are not allowed to (i) place, or attempt to place, bets on any games, matches or tournaments (or any components thereof) involving WSOW, (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 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 WSOW Match, tournaments or otherwise.
- 8.5.2 This rule also prohibits Participants from participating in anyone else's betting activities, asking anyone to place bets involving WSOW (including without limitation WSOW Matches or tournaments, or any components thereof) on a Participant's behalf, or encouraging anyone else to bet involving WSOW (including without limitation WSOW Matches or tournaments, or any components thereof).
- 8.5.3 Participants likewise are prohibited from engaging in any fantasy esports leagues or games involving WSOW 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.

## **8.6 Alcohol and Drugs.**

- 8.6.1 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 WSOW events or on premises that are owned by or leased to the Team or Administration.
- 8.6.2 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 a Match or tournament.

## **8.7 Non-Disparagement.**

- 8.7.1 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.
- 8.7.2 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, the Administration, any of their respective representatives, WSOW, the other teams or their respective sponsors or members, the Franchise or any other product or service of Activision. In addition, Participants shall not encourage members of the public to engage in any activities that are prohibited by this Section 8.7.

- 8.7.3 This Section 8.7 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.

## 8.8 Software and Hardware.

- 8.8.1 Without limitation of Section 8.2.1.4, 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.
- 8.8.2 Participants must consult with Administration before bringing electronic storage devices to any WSOW live event and are not allowed to use any mobile or external communication equipment during a Match, including mobile phones.
- 8.8.3 Participants are prohibited from installing third-party software of any kind on any competition hardware or machines at WSOW live events.

## 8.9 Confidentiality.

- 8.9.1 Participants must keep confidential and not disclose to any third party confidential and proprietary information concerning the Franchise, WSOW, the Administration, Activision or its affiliates and sponsors.
- 8.9.2 This Section 8.9 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.

## 8.10 Reporting.

Upon becoming aware of any conduct prohibited by this Section 8, Participants are required to immediately report the details to Tournament Administration at [wsow@activision.com](mailto:wsow@activision.com). Failure to comply with this requirement is an independent violation of these Rules.

## 9. PRIZE AWARDS

- 9.1 **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:

- 9.1.1 each Player who is a member of the winning Team (“**Championship Team**”),
- 9.1.2 the top 10 performing Squads from any Team (“**Top Squads**”) based on total WSOW Points; and
- 9.1.3 each Captain based on the final placement of such Captain’s Team (“**Captains’ Cup**”).

9.2 **Prize Award Schedule.**

9.2.1 **WSOW Trios NA:** A total aggregate amount equal to Three Hundred Thousand U.S. Dollars (\$300,000 USD) may be awarded to Participants based on the results of the 2021 WSOW Trios NA Tournament. Participants will be awarded prizing based on the distribution below:

<b>Top Squads Payout (Trios)</b>		
<b>Squad Placement</b>	<b>Squad Payout</b>	<b>Payout Per Player</b>
<b>1st</b>	\$50,000	\$16,666.67
<b>2nd</b>	\$30,000	\$10,000.00
<b>3rd</b>	\$20,000	\$6,666.67
<b>4th</b>	\$15,000	\$5,000.00
<b>5th</b>	\$10,000	\$3,333.33
<b>6th</b>	\$9,000	\$3,000.00
<b>7th</b>	\$7,000	\$2,333.33
<b>8th</b>	\$6,000	\$2,000.00
<b>9th</b>	\$5,500	\$1,833.33
<b>10th</b>	\$5,000	\$1,666.67
<b>11<sup>th</sup> – 20<sup>th</sup></b>	\$3,000	\$1,000.00
<b>21st – 25<sup>th</sup></b>	\$2,500	\$833.33
<b>Total</b>	\$200,000	

<b>Champion (1<sup>st</sup> Place) Team Payout (Trios)</b>		
<b>Squad</b>	<b>Squad Payout</b>	<b>Payout Per Player</b>
1	\$3,000	\$1,000
2	\$3,000	\$1,000
3	\$3,000	\$1,000
4	\$3,000	\$1,000
5	\$3,000	\$1,000
6	\$3,000	\$1,000
7	\$3,000	\$1,000
8	\$3,000	\$1,000
9	\$3,000	\$1,000
10	\$3,000	\$1,000
<b>Total</b>	<b>\$30,000</b>	

<b>Captains' Cup Payout (Paid Directly to Captains Only)</b>	
<b>Team Placement</b>	<b>Captain Payout</b>
1st	\$20,000
2nd	\$15,000
3rd	\$13,000
4th	\$12,000
5th	\$10,000
<b>Total</b>	<b>\$70,000</b>

9.2.2 **WSOW Trios EU:** To be determined by the Administration.

9.2.3 **WSOW Duos EU:** To be determined by the Administration.

9.2.4 **WSOW Duos NA:** To be determined by the Administration.

9.3 **Distribution of Prize Awards.** A description of the potential prizes is set forth in this Section. The awarding of prizes is void where prohibited or restricted. Participants who satisfy prizing requirements based on Tournament performance (“**Potential Winners**”) are limited to one prize package per WSOW 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. Replacement Players may be awarded prizing at the Administration's sole discretion.

9.4 **Requirements to Collect a Prize Award.** Potential Winners shall have no right to any prize unless such Participant satisfies the conditions and other requirements set forth in these 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. 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. Participants who accept 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 Participant's eligibility to claim a prize.

9.5 **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.

## 10. DISCIPLINARY ACTION

10.1 **Investigation of and Right to Monitor Compliance.** To preserve the integrity of WSOW competition, 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 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.

10.2 **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.

- 10.3 **Penalties.** Penalties for rule violations will be assessed by Administration. These penalties will vary 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

## 11. LIMITATIONS OF LIABILITY AND GENERAL RELEASE

- 11.1 **As a condition to being allowed to participate in WSOW and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless Administration, 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 WSOW or any 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 WSOW or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of WSOW.**

**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 OR RELEASING**

PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.”

- 11.2 IN NO EVENT WILL ADMINISTRATION OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE RULES TO ANY PARTICIPANT, TEAM, CAPTAIN, 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 ADMINISTRATION OR ANY OF ITS AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.3 To the fullest extent permitted by applicable law, each Participant acknowledges that such 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.
- 11.4 Participants acknowledge and agree that Administration is not an insurer of Participants’ property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

## 12. GRANT OF RIGHTS AND OWNERSHIP

- 12.1 By agreeing to these Rules and participating in WSOW, each Participant hereby grants to Activision 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) WSOW (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 WSOW or the Franchise; and (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, in each case in connection

with WSOW or the Franchise. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (c) are referred to herein as the “**WSOW Materials**”.

- 12.2 **Advertising and Commercial Materials.** The grant of rights and licenses in Section 12.1 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 WSOW 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) press releases, newsletters and e-alerts; (h) television; and (i) any other advertising or promotional materials developed by or for Activision (or its sublicensees) for WSOW or the Franchise from time to time (the foregoing, the “**Advertising and Commercial Materials**”). Notwithstanding the foregoing, Activision shall not use Participant Materials in any manner outside the scope of the rights and licenses granted pursuant to Section 12.1 and 12.2 without the prior written consent of the Participant.
- 12.3 Participant acknowledges and agrees that Participant shall not acquire any rights in or to WSOW, the Tournaments, the Franchise, or Activision Materials (as defined below) as a result of Activision’s use of the WSOW Materials in connection with the permitted uses hereunder.
- 12.4 **Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**
- 12.4.1 As between each Participant and Activision, Activision will be the sole owner of all of the following (collectively, the “**Activision Materials**”):
- 12.4.1.1 WSOW Materials and Advertising and Commercial Materials (excluding Participant Materials that are incorporated into or used in the WSOW Materials or Advertising and Commercial Materials; provided, that to the extent such Participant Materials incorporate any Activision intellectual property, such WSOW Materials and Advertising and Commercial Materials shall be owned by Activision);
  - 12.4.1.2 All other content, works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Activision in connection with WSOW;
  - 12.4.1.3 Suggestions, comments and other feedback that a Participant may provide to Activision relating in any way to (a) WSOW, the Franchise or the business of Activision, and (b) all improvements or enhancements to WSOW, the Franchise, or the business of Activision resulting from any such suggestions, comments and feedback;



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

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

12.4.2 Subject in all respects to Section 12.4.1.1, as between each Participant and Activision, Participant will be the 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.

12.5 **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 Activision 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, Activision. 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 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 Activision 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.

12.6 **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 Sections 12.1; 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. Activision reserves all rights and remedies against any Participant who breaches this Section 12.

- 12.7 **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 WSOW 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 WSOW Materials, Advertising and Commercial Materials, or to Participant's participation in WSOW or Activision events. Nothing in these Rules requires Activision to make use of any of the rights or licenses granted herein.
- 12.8 **Collection of Personal Data**
- 12.8.1 Administration will collect, store and use information collected in connection with WSOW and WSOW events (including information collected at live events, if applicable) in accordance with Activision's Privacy policy (the "**Activision Privacy Policy**"). By accepting these Rules, each Participant also agrees to the terms of the Activision Privacy Policy available at: <https://www.activision.com/legal/privacy-policy>.
- 12.8.2 Certain Tournaments may be operated by or through Major League Gaming Corp ("**MLG**"). For those MLG Tournaments, MLG will collect, store and use information collected in connection with WSOW and WSOW 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. [https://accounts.majorleaguegaming.com/privacy\\_policy](https://accounts.majorleaguegaming.com/privacy_policy).
- 12.8.3 In order for Activision to ensure the integrity of the Tournament, each Participant hereby acknowledges, agrees, accepts and irrevocably consents to the collection and sharing by the Administration and/or its affiliates of certain information about Participant and its gameplay during the Tournament, including, if applicable, audiovisual recordings of Participant's use of the Game client (including all communications sent or received by Participant within the client), all activity displayed therein while participating in the Tournament (whether within or without the Game client), the physical environment of the field of play from which Participant participates, including any desk, chair, monitors, peripherals, and other devices as may be displayed by Participant in connection with the Tournament, any other footage incidentally captured in connection therewith while participating in the Tournament, and such other information and other data as may be collected pursuant to the applicable provisions of these Rules. Accordingly, each Participant hereby acknowledges and agrees that such personal and other information and data that (a) Participant provides the Administration in connection with the Tournament or (b) that has previously been or is collected by Activision in connection with Participant's registration with Battle.net, Activision or play of the Game, such as name, email, mailing address, Activision ID, BattleTag and Battle.net ID, language proficiencies, and gameplay data and statistics, may be used by the Administration and shared with, disclosed to and used by teams, coaches, managers, owners, and other representatives of the same, including agents and representatives in connection with the Tournament and WSOW. Each Participant acknowledges that such Participant may request the Administration to access, update or delete such information by

contacting [wsow@activision.com](mailto:wsow@activision.com). If Participant is an EEA resident, Participant also hereby acknowledges and agrees that its information may be transferred to countries outside the EEA, including the United States.

### 13. RESOLUTION OF DISPUTES

- 13.1 **Disputes Regarding League Rules.** Administration has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1 through Section 12 of these Rules (“**Rules Dispute**”).
- 13.2 **Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Administration may have against a Participant or that a Participant might have against Administration, and any dispute, claim or controversy arising out of or relating to WSOW 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 Administration’s final, binding authority (whether under Section 13.1 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 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 13.2 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 Participant’s own attorneys’ fees, experts’ fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).
- 13.3 **Class Action and PAGA Waivers.**
- 13.3.1 By agreeing to these Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Administration and the Participant individually.

- 13.3.2 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 Administration; (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 14.3.3 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 Administration 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 13.3.1 and this Section 13.3.2 are referred to as the “**Class Action Waiver**”.
- 13.3.3 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 13.3.3 are referred to as the “**PAGA Waiver**”.
- 13.3.4 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.
- 13.3.5 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 13.3 of these Rules; 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.

#### 13.4 **Governing Law.**

- 13.4.1 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 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.
- 13.4.2 Participants agree to be bound by these 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.
- 13.4.3 In recognition of WSOW status as a global league, Administration 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.
- 13.4.4 **Changes to this Section.** Administration will provide 60 days' notice of any changes to this Section 13. Changes will become effective on the 60<sup>th</sup> day, and will apply prospectively only to any claims arising after the 60<sup>th</sup> day.

# CALL OF DUTY®: World Series of Warzone

## PLAYER PARTICIPATION AGREEMENT AND ACCEPTANCE FORM

The World Series of Warzone (“WSOW”) Official Rules, WSOW Player Handbook, and the following terms and conditions (as amended from time to time, collectively, the “Official Rules”), govern the conduct of players participating in Activision Publishing, Inc.’s (“Activision”) WSOW tournaments (the “Tournaments”). You must accept the Official Rules in order to participate as a player in a Tournament, and you must abide by the WSOW Player Handbook in order to remain eligible to participate in a Tournament. You can accept the Official Rules by signing this Player Participation Agreement and Acceptance Form (this “Agreement”).

The Official Rules form a contract between Participants, on the one hand, and Activision and its affiliates who are engaged in operating a Tournament, on the other hand. The Official Rules contain license grants and other legally binding contractual terms. EACH PARTICIPANT IS REQUIRED TO READ, UNDERSTAND, AND AGREE TO THE OFFICIAL RULES BEFORE PARTICIPATING IN A TOURNAMENT. Notwithstanding anything to the contrary contained herein or in any other communication by Activision, Activision shall have the right in its sole and absolute discretion to determine the eligibility of any and all participants. Participants acknowledge and agree that their eligibility status as determined by Activision may change at any time and such determination shall be final.

THE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN A TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 13 AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 11. THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE RULES.

### Personal Information:

First Name:	Last Name:	
Country of Residence:	Date of Birth:	Age:
Battle Tag(s) and Player Handle:	E-mail Address associated with Activision account(s):	

### Acceptance of and Agreement to the Official Rules:

I hereby acknowledge receipt of, or access to, the Official Rules. I understand that my compliance with the Official Rules is a condition of my participation in the Tournament. I acknowledge that Activision reserves the right in its sole discretion to impose discipline for any conduct that violates the Official Rules, including public reprimands, fines, suspensions, debarment and/or disqualifications. I acknowledge that the Official Rules are necessary to ensure fair play, preserve the integrity of the Tournament, and to ensure a consistent and high-quality experience for members of the public that view the Tournament. I have carefully read and I understand the Official Rules, and agree to be bound by their terms. I acknowledge and agree that, in its sole discretion, Activision (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Participation in the Tournament will constitute acceptance of the changed rules. I understand and support the standards set forth in the Official Rules, and I will act in accordance with them.

ACKNOWLEDGED AND AGREED:

By: \_\_\_\_\_

Print Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_